

to obtain delivery of the necessary building material or equipment, or on account of any arbitration proceedings held pursuant to mutual agreement between Landlord and Tenant with respect to any of the provisions of this lease, or other unavoidable contingency, the period of such necessary delay shall not be deemed any part of the time limit in which the Tenant is required to complete the repairing, altering, rebuilding or erection of such building or buildings or improvements or additions.

PROPERTY AT RISK OF TENANT. All the property of every kind which may be on said demised premises during the term hereof shall be at the sole risk of the Tenant or those claiming under it, and the Landlord shall not be liable to the Tenant or any other person whatsoever for any injury, loss or damage to any person or property, in or upon the demised premises (unless due to Landlord's own negligence or fault), and the Tenant hereby covenants and agrees to assume all liability for or on account of such injury, loss or damage above described, and to save the Landlord harmless therefrom, provided, however, that Landlord shall be liable for any injury, loss or damage to any person or property in or upon the demised premises when such injury, loss or damage is caused by the negligence of Landlord or by any of Landlord's representatives or agents.

MORTGAGE ON TENANT'S INTEREST. If Tenant mortgages its leasehold interest in the demised premises, as evidenced by this indenture of lease, by deed of trust or otherwise, and