

this Paragraph shall extend to all sums Landlord may be required or permitted to pay to the owners of the land underlying the improvements demised herein.

11. Liens against Premises. If, at any time during the lease term, any liens of mechanics, laborers, or materialmen, chattel mortgages or conditional bills of sale shall be filed against the building and improvements leased herein, Tenant will, at his own cost and expense, procure the same to be discharged by payment, bonding or otherwise, as provided by law, within thirty days after the giving by Landlord to Tenant of written notice of the same on file.

12. Disclaimer of Warranty. Tenant accepts the building and improvements leased hereunder in their present condition and without any representation of warranty by the Landlord as to the condition of said building and improvements or as to the use or occupancy which may be made thereof, and Landlord shall not be responsible for any defect or change of condition of the building nor for any change in the condition or for any damage occurring thereto or because of the existence of any violations of any applicable statute, regulation or ordinance.

13. Acts of Default. Each of the following shall be deemed a default by Tenant and a breach of this lease.

- a. Failure to pay the rent herein reserved or any part thereof other than additional rent for a period of ten days after notice.
- b. Failure to do, observe, keep and perform any of the terms, covenants, conditions, agreements and provisions of this lease contained on the part of Tenant to be done, observed, kept and performed, including failure to pay additional rent, for a period of thirty days after notice.
- c. The abandonment of the premises by Tenant, the commencement by or against Tenant of any

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