ARTICLE XXIV

24. Risk of Loss. The risk of loss or of decrease in the enjoyment and beneficial use of the Leased Properties in consequence of the damage or destruction thereof by fire, the elements, casualties, thefts, riots, wars or otherwise, or in consequence of foreclosures, attachments, levies or executions (other than by Lessor and those claiming from, through or under Lessor) is assumed by Lessee, and Lessor shall in no event be answerable or accountable therefor.

ARTICLE XXV

25. Indemnification by Lessee. Lessee agrees to pay, and to protect, indemnify, save harmless and defend Lessor from and against all liabilities, obligations, claims, damages, penalties, judgments, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against Lessor by reason of: (a) ownership of any of the Leased Properties; (b) any accident, injury to or death of persons or loss of or damage to property occurring on or about any Leased Property or adjoining sidewalks, streets or ways; (c) any use, misuse, non-use, condition, occupation, maintenance or repair of any Leased Property or adjoining sidewalks, streets or ways; (d) Impositions; or (e) any failure on the part of Lessee to perform or comply with any of the terms of this Lease, any Legal Requirement or any Insurance Requirement. Any amounts which become payable by Lessee to Lessor under this Article and which are not paid within ten days after liability therefor on the part of Lessee is determined by litigation or otherwise shall bear interest at the rate of 9 1/4% per annum from the date of such determination. Lessee, at its expense, shall contest, resist and defend any such claim, action or proceeding asserted or or instituted against Lessor, and may compromise or otherwise dispose of the same at its cost and as it sees fit.

(CONTINUED ON NEXT PAGE)