

12. Upkeep: The Lessee, at all times during the term of this lease, at its own expense, shall have the responsibility for the repair, upkeep and maintenance of the leased premises, and the Lessee shall hold the Lessors harmless from claims for any injury or damage to persons or property occasioned by any defect or condition in or relating to the leased premises, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against the Lessors by reason of any such claim, the Lessee, on notice from the Lessors, shall resist or defend such action or proceeding by counsel satisfactory to the Lessors. The Lessors shall not be required to furnish any services or facilities or to make any repair or alteration in or to the leased premises or adjoining areas.

13. End of term: Upon the expiration or other termination of the term of this lease, the Lessee shall quit and surrender to the Lessors the leased premises, free of all liens and encumbrances, either (a) with the land completely cleared of all buildings and improvements and any portions or remains thereof, provided, however, that during the last 34 years of the term of this lease, the Lessee shall not demolish, alter or change any buildings, structures or improvements or any portions thereof which are on or constituting a part of the leased premises without first obtaining the written consent of the Lessors, such approval not to be unreasonably withheld, or (b) with buildings and improvements (including those which may be partially on the land herein leased and partially on other land) in good, useable order and condition, ordinary wear and tear excepted. And the Lessee shall remove all of its equipment (other than occupancy tenants' equipment) therefrom. Unless the Lessee shall then be in default in the performance of its obligations hereunder, the parties shall apportion all accrued and prepaid income and normal operating expenses as of the expiration of this lease. The Lessee shall deliver to the Lessors all leases, lease files, plans, records, registers, and other papers and documents (or certified copies thereof) which may be required for the proper operation and management of the leased premises. If at the time of the termination of this lease, the leased premises shall constitute an integral portion of a building or other architectural unit which also encompasses property outside of and in addition to the leased premises, it is understood and agreed that the