

(including, but not by way of limitation, Lessee and employees of Lessee and their property) which is caused by the fault or negligence of the Lessee, its agents or servants, successors and assigns, the use and possession of the demised premises and the equipment thereon by Lessee, or by the operation of the business conducted by Lessee on the said premises.

IX. Lessor grants unto Lessee the right to improve, add to, change, raze, alter or handle the demised premises, including the building and equipment thereon, in any manner that Lessee may deem desirable including the right to erect, install, maintain and operate on the demised premises, on, under and above the ground, such building, improvements, additions and equipment, tanks, driveways, signs, advertising devices, floodlights and other trade fixtures as Lessee, in its absolute discretion, may deem desirable; provided, however, that Lessee shall not so raze, alter or otherwise deal with or handle the buildings or other improvements so as to reduce the value thereof below the value of the buildings and improvements at the commencement of the term of this Lease. It is understood and agreed that any building and driveways erected, constructed or built on the demised premises shall upon the termination of this Lease become the property of Lessor. It is further understood and agreed that all equipment, signs, advertising devices, floodlights and other trade fixtures installed under the authority of Lessor herein granted shall always be and remain the personal property of Lessee and may be removed by Lessee at any time.

X. Lessor represents that it has full right to lease all of the demised premises for the term aforesaid, and will put Lessee in actual possession thereof at the commencement of said term.

XI. Lessor covenants and agrees that Lessee, its successors and assigns, upon payment of the rent and performance of the covenants herein contained shall and may peaceably and quietly have, hold and enjoy the demised premises during the term hereof.

XII. In the event of any change in grade of any streets, alleys or highways abutting the demised premises, or the condemnation of the whole or any part of the demised premises which shall render the demised premises or such portion thereof as shall remain after such condemnation unsuitable for the purpose of a drive-in gasoline filling and service station, Lessee may, at its option, terminate this Lease by giving written notice to the Lessor, in which event all liability on the part of Lessee shall cease upon payment of rent proportionately to the date of such termination; provided, however, that if Lessee shall so terminate this Lease and in the further event that this Lease shall either (a) be subordinate to a mortgage or other lien as hereinafter provided or (b) have been assigned as collateral security for a loan, Lessee shall be obligated to purchase from the mortgagee, beneficiary of the Deed of Trust, other lienee or assignee of this Lease the debt secured by such mortgage or other lien or assignment at a price equal to the unpaid principal thereof plus accrued, but unpaid interest thereon, if requested to do so by such mortgagee, beneficiary, lienee or assignee. Any conveyance of such debt shall be without recourse to the holder thereof, and from and after the

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