

If City, County, Municipal or other sewage services and/or water supply are presently available, or when the same may become available to or within a reasonable distance from the demised premises, it shall be the Lessor's obligation at Lessor's expense to provide the building on the demised premises with such facilities.

XX.

DESTRUCTION OF PREMISES:

If at any time during the term of this lease or any extension thereof, the buildings upon the demised premises shall be damaged or destroyed, said buildings shall be promptly repaired or rebuilt or restored by the Lessor to the condition as good as the same was immediately prior to such damage or destruction at the Lessor's risk and expense, and in accordance with plans and specifications mutually agreed upon at the time; or if none can be agreed upon, then in accordance with the original plans and specifications. The work of restoration or rebuilding shall be in full compliance with all laws and regulations and governmental ordinances applicable thereto. It is hereby further understood and agreed that in the event that the Lessor shall fail, neglect, or refuse to repair, rebuild, or restore the said buildings in accordance with the foregoing provisions and requirements of this Article, that then and in such event the Lessee at its election may accomplish the same, and the Lessor will either pay the costs directly or the Lessee may pay the costs and charge the same against the rents due to the Lessor.

During any such period that the damage or destruction is such as to render the use of the buildings impractical or impossible, the rents herein provided shall abate. In the event the buildings can be used for the operation of business, rents shall be paid in proportion to the amount and value of the building available for use so that there will be a fair apportionment of the rent.

If the buildings and improvements shall be totally destroyed or so damaged as to render them practically useless during the last five (5) years of the term of this lease, or the last five (5) years of any extension thereof, then and in that event either the Lessor or the Lessee may terminate this lease as of the date of such damage or destruction by thirty (30) days written notice to the other; unless within thirty (30) days after receipt by the Lessee of any such notice from the Lessor, the Lessee shall give notice of its intention to extend the term of this lease in accordance with any options or rights so to do which the Lessee may have, in which event this lease shall not terminate, notwithstanding any notice of termination which may have been previously given by the parties hereto.

XXI.

ASSIGNMENT OR TRANSFER BY LESSOR:

No assignment or transfer of this lease by the Lessor shall be binding on the Lessee unless the assignee or transferee shall assume and agree to be bound by the terms of this lease and until notice of assignment or transfer together with an executed copy of such transfer instrument or assignment is received by the Lessee. Nothing herein contained shall be construed to prohibit or restrict the rights of the Lessor from making a conditional assignment as collateral or additional security for any permanent first mortgage loan placed upon the demised premises, without such assignee agreeing to be bound hereunder.

XXII.

ASSIGNMENT OR TRANSFER BY LESSEE:

The Lessee shall have the right to assign, sublet or transfer any or all of its rights and privileges under this lease, provided, however, that no such assignment, subletting or transfer shall operate to relieve the Lessee of its obligations for the performance of all of the terms and conditions of this lease, including the payment of the rent herein reserved.

XXIII.

HIGHWAY CONSTRUCTION, REPAIRS OR DIVERSION:

During any period that the main highway or thoroughfare leading to the demised premises shall be inaccessible or unusable, the rent for such period shall abate.

The parties agree that if at any time from the date hereof and during the term of this lease or extension thereof, the main highway or thoroughfare leading to and from the demised premises shall be altered, diverted or re-routed from its present position so as to substantially diminish the flow of traffic in front of the demised premises, or should ingress or egress to the main highway or thoroughfare, as shown on the approved plans and specifications be prevented or denied by cognizant authorities, or should islands or medial strips be placed in said highway or thoroughfare so as to hinder access to said premises, any of which substantially diminishes business upon said premises, the Lessor agrees to negotiate with Lessee for a reduced rental commensurate with the volume of business being done upon said premises; in the event Lessor and Lessee are unable to agree upon said reduced rental the parties agree that the rental shall be determined by arbitration, according to the rules of the American Arbitration Association. However, notwithstanding anything contained herein to the contrary, should vehicular access by the public to the demised premises be prevented, prohibited or denied, then and in such event Lessee shall have the right and privilege of terminating this Lease upon giving Lessor thirty (30) days written notice and thereupon the parties hereto shall be relieved from any and all further rights, duties and obligations each to the other, excepting such rights, duties and obligations as are recognized in said Lease as specifically surviving any termination or cancellation.

The above provision shall likewise be applicable should any of the above conditions occur between the date of execution and the commencement date of this lease.

XXIV.

USE OF ADJOINING PROPERTY AS MOTEL:

The Lessor hereby agrees that no property owned or controlled by Lessor, now or during the term or any extension of the lease, within 1500 feet of the demised premises shall be used or occupied as a motor lodge, motel, travel court or similar business, without having first obtained written consent therefor from the Lessee, or from Howard Johnson's Motor Lodges, Inc. The provisions of this paragraph are covenants running with the lands of Lessor, and shall be binding upon the heirs, administrators, successors, and assigns of Lessor.