

injury to or death of any person or damage to any property, (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, sub-lessees 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. Lessors grant 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 buildings, improvements, additions and equipment, tanks, driveways, signs, advertising devices, floodlights and other trade fixtures as Lessee, at 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 buildings and driveways erected, constructed or built on the demised premises shall upon the termination of this Lease become the property of Lessors. It is further understood and agreed that all equipment, signs, advertising devices, floodlights and other trade fixtures installed under the authority of Lessors herein granted shall always be and remain the personal property of Lessee and may be removed by Lessee at any time.

X. Lessors covenant that at the time of the execution of this Lease, Lessors are the owners, in fee simple, of the demised premises by a good and marketable title, good and good of record; that they have full right to lease the same for the term aforesaid and hereinafter contained, and will put Lessee in actual possession of said premises