

- (c) to keep the premises, including buildings, driveways, and ramps, in a clean and orderly condition, free of trash and free of all fire hazards, unsanitary and dangerous conditions
- (d) to pay the rent herein specified at the time when the same is due;
- mjk* (e) to make no assignment of this Lease, nor sublet the premises herein demised without the written consent of EXXON; *provided however, that such consent shall not be required when an assignment is made to a corporation having the same stock ownership as LESSEE; *not to be unreasonably withheld
- mjk* (f) to make no additions or alterations to the structure of the building, improvements, signs or driveways upon the leased premises without the written permission of EXXON, not to be unreasonably withheld.
- (g) to make, at LESSEE'S expense, all repairs to the premises;
- (h) to quit and surrender peaceably and quietly to EXXON, its agent or attorney possession of the premises at the expiration or termination of this Lease without further notice in as good order and condition, ordinary wear and tear excepted, as when delivered to LESSEE, and not to make or suffer any waste thereof, replacing or paying to EXXON the reasonable value of any damage to the premises;
- (i) to operate the business on the leased premises in such a way that the business of EXXON conducted at the adjoining leased premises will not be interfered with or detracted from.

4. LESSEE accepts the leased premises, appurtenances and all buildings and improvements to be constructed thereon without any warranty by EXXON at any time, express or implied, as to their condition or fitness for any purpose; and LESSEE assumes the risk of and sole responsibility for and hereby agrees to indemnify and save harmless EXXON from any and all claims for injuries, death, loss and damage of any kind or character, to person or property, by whomsoever suffered or asserted, resulting from or arising out of the condition or use of the leased premises appurtenances and all buildings and improvements during the term of this lease or any renewal or extension thereof.

5. LESSEE shall pay all real estate taxes and assessments on the premises herein demised and shall pay personal property taxes on LESSEE'S property and all other taxes, license fees, assessments and charges levied against or necessary for the operation of LESSEE'S business on said premises, including charges for sewer rent or service, water, telephone, gas and electric current consumed on said premises and any other services that may be furnished said premises; provided, however, that should the regulations of taxing authorities having jurisdiction over the leased premises preclude the rendition any payment of real estate taxes on the leased premises separate from the real estate taxes on the service station property adjoining the leased premises EXXON shall pay such real estate taxes on the leased premises and bill LESSEE the portion of the taxes paid attributable to the leased premises on the basis of the relative values of the leased premises and the total premises assessed.

6. If the entire premises shall be taken by condemnation or sold to the condemning authority under threat thereof, this Lease shall be automatically terminated on the date of such taking or sale. If a part only of the premises shall be so taken or sold, and the balance of said premises cannot be used for the operation of a restaurant, either party may terminate this Lease at any time within forty-five (45) days following such taking or sale without liability to the other party therefor by giving written notice of termination to such other party. In the event of such termination out of the damages so awarded, the LESSEE shall be paid the value of the improvements and of the leasehold estate for the remainder of the lease term without consideration of its termination, it being considered for these purposes as to valuation, that the Lease shall be continued for its unexpired term and any extension thereof, whether or not exercised.