

## IX.

## REPAIRS:

a) *Lessor's Repairs*: Lessor agrees, at its own cost and expense, to make all structural repairs to the demised premises and all exterior repairs, including but not limited to foundation, walls, roof, and parking area. The Lessor is to be notified by the Lessee of necessary repairs, which will be commenced promptly by the Lessor. In the event that such work has not been commenced within ten (10) days from the date of such notice and completed within a reasonable time, or in order to avoid further damage to property within the building, in which case no notice shall be required, the Lessor agrees that such repairs may be accomplished by the Lessee, and the Lessor will either pay the costs directly or the Lessee may pay the costs and charge the same against the rent due the Lessor. Lessor shall also perform exterior painting of the buildings when the same is reasonably required for their preservation and appearance and shall be the same as set forth in original plans and specifications. Lessee shall have the right to perform the exterior painting, at the cost and expense of the Lessor, if Lessor shall fail to commence such work within thirty (30) days from the date of notice from Lessee of the necessity for such painting.

The cost of repairs of the interior of said buildings or the equipment therein resulting from damage by failure of the Lessor to repair the buildings after notice as provided above shall be borne by the Lessor.

b) *Lessee's Repairs*: Lessee agrees that it will, at its own cost and expense, make all repairs of whatever kind and nature, foreseen and unforeseen, to keep the premises and fixtures thereon in good condition, other than the repairs to be performed by Lessor pursuant to the preceding paragraphs. In the event that any repairs for which the Lessee may be liable were necessitated by faulty construction of the premises, the Lessee in such event may be subrogated to the rights that the Lessor might have against the contractor and his guarantors, and may sue either of them in its own name for its own uses and benefits, or in the name of the Lessor, all at the Lessee's option.

## X.

## SIGNS:

The Lessee may erect, maintain, permit and from time to time remove such signs in or about the demised premises, as the Lessee may deem necessary or desirable. The Lessor agrees to execute promptly such consents or applications for permission to erect such signs as may be required by any governmental authorities.

## XI.

## LESSOR'S TITLE:

~~The Lessor warrants that at the commencement of this lease Lessor will be seized in fee of the title to all of the land and premises herein designated as the demised premises, free and clear of all restrictions, encumbrances and easements, which might in any manner or to any extent prevent or affect the use of the entire premises for the purpose of the Lessee, or disturb its peaceful and quiet possession thereof. Lessor further covenants and warrants that so long as the Lessee fulfills the conditions and covenants of this Lease required by it to be performed, it will have, during the term hereof, or any extensions thereof, peaceful and quiet possession of the demised premises. Lessor further warrants that it has good right, full power and lawful authority to make this lease for the term and any extension hereof.~~

Lessor further warrants that in the event of a breach of this covenant, whether intentional or otherwise, Lessor will pay all costs and damages resulting therefrom to the Lessee, or its assigns, including reasonable attorneys' fees, and Lessee shall have the right and option of cancelling this lease, thereby being released of all of the several covenants herein contained as of the date that notice of the exercising of such option is given to the Lessor.

## XII.

## LESSEE'S INSIGNIA:

Except as consented to in writing by the Lessee ~~or Howard Johnson's Motor Lodges, Inc.~~, the Lessor covenants for the benefit of the demised premises:

a) that the Lessor will at no time use or permit the use on any property which is owned and controlled by the Lessor of any trade name, color combinations, sign, structure or form of advertising similar to those being used by the Lessee on the demised premises;

b) that the Lessor will not at any time during the term hereof, nor during any extension, let or permit any part of the entire area of other property now or hereafter owned or controlled by Lessor within 1,500 feet of the demised premises to be used or occupied as and for a restaurant business or for the sale or furnishing free of charge of food, liquors, frozen desserts, ice cream, beverages or other edible products.

The provisions of this paragraph are covenants running with the land of Lessor and shall be binding upon the heirs, administrators, successors and assigns of Lessor.

## XIII.

## ZONING AND REGULATIONS:

The Lessor covenants that the zoning of the demised property, building ordinances and other rules and regulations now, or at the commencement date of this lease will allow and permit the construction and use contemplated by the parties. In the event that the zoning or other governmental rules and regulations on the demised premises should be interpreted, altered or changed in any manner by any governing authority so as to interfere with, or prohibit, either in whole or in part, the operation of a **restaurant** on the demised premises, then in that event the rent set forth herein shall abate until the zoning or other rules and regulations are consistent with the purposes of this lease, and the Lessee herein shall have the option of cancelling and terminating this lease, thereby being released from all of the several covenants herein contained, as of the date notice of the exercise of such option is given to Lessor. This option cannot be exercised for ninety (90) days from the date of the interruption of Lessee's business in order that Lessor may have an opportunity to remedy such zoning or other difficulty, but must, however, be exercised within thirty (30) days following the expiration of the aforesaid ninety (90) day period.

## XIV.

## TAXES AND ASSESSMENTS:

All real property taxes, municipal, county and state and improvement liens or betterment assessments levied or assessed against the demised premises shall be paid by the Lessor. The Lessee shall pay taxes on its personal property.

See  
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Art.  
XIINITIAL  
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HJMINITIAL  
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