

hereby further reserving unto itself the right to enter upon said premises at any and all times for the purpose of operating, maintaining, reconstructing or relocating such existing track or tracks as may be located on said premises.

3. Licensees will use said premises in connection with the business of Ice Machine Distributors, Inc.

4. Licensees will use said premises for the purposes aforesaid and for no other purpose. This license is a personal privilege to Licensees and shall not be assigned without the written consent of Company; nor shall Licensees, except with such consent, permit said premises to be used for any purpose by any other person.

5. Licensees will pay all taxes, licenses or other charges assessed or levied upon the property of or business conducted by Licensees upon said premises of Company, or against Company by reason of the location of such property or business of Licensees upon said premises.

6. Licensees will not construct or install upon said premises any buildings, structures or improvements unless specifically permitted hereby or by written consent of Company. Licensees agree to keep said premises in clean and sanitary condition, free of waste, trash, or unsanitary or inflammable matter and to prevent the posting of advertising bills or signs upon said premises, except the usual business sign of Licensees.

7. The liability of the parties to this agreement, as between themselves, for death, personal injury, and property loss and damage, which occurs by reason of, or arises out of, or is incidental to, the use or occupancy by Licensees of the property covered by this agreement, shall be determined in accordance with the following provisions.

- (a) Licensees shall be solely responsible for, and shall bear all cost, expense and liability resulting from death, personal injury, and loss and damage to property, caused solely by the negligence of Licensees, or of the agents or employees of Licensees, or by the violation by Licensees or its agents or employees of the terms of this agreement;
- (b) Company shall be solely responsible for and shall bear all cost, expense and liability resulting from death, personal injury, and property loss and damage, caused solely by the negligence of Company, or of the agents or employees of Company;
- (c) Each of the parties hereto, for the liability imposed upon such party by this agreement, shall indemnify and hold entirely harmless the other party hereto;
- (d) Knowledge on the part of Company of a continuing violation of the terms of this agreement by Licensees shall constitute neither negligence nor acquiescence on the part of Company, and shall in no event relieve Licensees of any of the responsibilities imposed upon Licensees hereunder;

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