

IV. Lessee further covenants to pay as and when due any and all license and permit fees, taxes and other charges and assessments whatsoever on the demised premises and the improvements thereon, or incident to any equipment and accessories installed or used on the said premises or incident to the conduct and operation of the business thereon, as well as all charges for water, gas, electricity and other utilities. In the event Lessee shall fail to pay any of the aforesaid charges Lessor may, but shall not be required to, pay such charges, and any such charges paid by Lessor may be distrained for and recovered as rent under this Lease or Lessor may have recourse to any other remedy allowed by law.

V. Lessee covenants and agrees, at Lessee's sole cost and expense, to make such repairs to the improvements on the demised premises as may be required from time to time to keep the same during the term of this Lease in good repair and usable condition and to return the same to Lessor at the expiration of the Lease in the same condition as when received, ordinary wear and tear and damage due to casualty occurring without fault of Lessee excepted.

VI. In the event of damage to or destruction of the buildings or improvements by any casualty Lessee shall promptly repair, replace or rebuild the same so as to replace the premises in as good condition as they were prior to such damage or destruction; provided, however, that instead of making any such replacement or repair Lessee may cancel this Lease and all further liability of Lessee hereunder by giving written notice to Lessor hereunder; and provided, further, that in the event Lessee shall so cancel this Lease and in the further event that this Lease shall either (a) be subordinate to a mortgage or other lien as hereinafter provided or (b) have been assigned as collateral security for a loan, Lessee shall be obligated to purchase from the mortgagee, beneficiary of the Deed of Trust, other lienee or assignee of this Lease the debt secured by such mortgage or other lien or assignment at a price equal to the unpaid principal thereof plus accrued, but unpaid, interest thereon, if requested to do so by such mortgagee, beneficiary, lienee or assignee. Any conveyance of such debt shall be without recourse to the holder thereof, and from and after the conveyance of the debt to the Lessee it shall be entitled to collect the same and enforce the security therefor in the same manner as the original holder. There shall be no abatement of rental because of such damage to or destruction of the improvements unless this Lease is cancelled as hereinabove provided, and then only from and after the date of such cancellation.

VII. Lessee covenants promptly to execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Governments and of any and all their departments and bureaus applicable to said premises, or to the operation thereof as a drive-in gasoline filling and service station; all of the foregoing to be at Lessee's own cost and expense.

VIII. Lessee covenants to save harmless, protect and indemnify the Lessor from and against any and all losses, damages, claims, suits or actions, judgments and costs, which may arise or grow out of any 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

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