

(4) Lessee agrees to make no unlawful or offensive use of the premises and to comply with all statutes, ordinances, rules, orders, regulations and requirements of Federal, State and Municipal governments, and administrative bodies; to pay the rent herein specified at the time when same is due; to accept the premises and equipment and personal property in their present condition, which is known to Lessee and to assume full responsibility for the condition and use thereof; to make all required repairs to the demised premises and equipment and personal property at Lessee's expense; to make no assignment of this lease nor sublet the premises covered hereby; and to make no additions or alterations to the structure of the buildings, improvements, equipment and personal property or driveways without the written permission of Lessor.

(5) Lessee will pay all taxes (except personal property taxes on property owned by Lessor), all license fees and other charges necessary for the operation of Lessee's business on said premises, including charges for water, gas and electric current, that may be consumed on said premises.

(6) Lessee agrees to indemnify and save harmless Lessor, its successors and assigns of and from any and all liability or claims, demands, suits, actions, judgments and recoveries for or on account of loss, damage or injury (including death) to persons or property (including, but not by way of limitation, Lessee, its agents, servants or employees or the property of any of them) caused or occasioned by or due to the condition of said demised premises or equipment and personal property or the use thereof, or by any leakage, fire or explosion of any of the products stored in said equipment and personal property or contained in or drawn through said equipment and personal property or by or in the installation, maintenance, repair or use of said equipment and personal property or any of the attachments or appliances used, connected, installed or furnished therewith, whether due to latent or patent imperfections, or to any fault in installation, or otherwise.

(7) Lessee agrees at the expiration or other termination of this lease, peaceably and quietly, to quit and surrender the premises and the equipment and personal property herein leased or hereafter included in this lease, as above provided, in as good order and condition as they now are, ordinary wear and tear, fire and Acts of God excepted, and not to make or suffer any waste thereof, replacing or paying to Lessor the reasonable value of the damages to premises or equipment or personal property caused by Lessee's negligence or misuse, said replacement to be by property of like kind, of equal value and capable of equal use.

(8) If said premises or any part thereof shall, during said term or previous thereto, be damaged by fire, storm, explosion or other casualty, whether or not of the same class or kind enumerated, and Lessor shall elect to have the same repaired, abatement will be made for the rent corresponding to the time during which and the extent to which said premises may have been untenable, but if the building or buildings should be so damaged that Lessor shall decide not to have the same rebuilt, the term of this lease shall cease and the aggregate rent be paid up to the time of such occurrence.

(9) If any rent shall be due and unpaid or if default shall be made in any of the covenants herein contained, then it shall be lawful for Lessor without formal demand or notice of any kind to re-enter said premises, remove all persons therefrom, repossess itself or said equipment and personal property and terminate this lease.

(10) For the further protection of Lessor, in addition to the obligations assumed in paragraph six (6) hereof, Lessee at Lessee's sole expense will provide Public Liability and Property Damage Insurance in the names of Lessee and Lessor as follows:

- (a) For an amount not less than Two Hundred Thousand Dollars (200,000.00) for injury or death of one person and not less than Two Hundred Thousand Dollars (\$200,000.00) for injury or death of more than one person as the result of one accident.

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