

## TERMINATION:

## XV.

Upon the expiration or earlier termination of the term hereof, or of any extensions thereof, the Lessee covenants to surrender and yield up peacefully and quietly to the Lessor possession of the demised premises in as good condition as they were at the time of delivery of possession as herein provided, reasonable wear and tear and damage by fire or other casualty or the elements excepted.

1. Upon the termination or expiration of the lease for whatsoever cause, or the vacating of the premises by Lessee, the Lessee shall have the privilege and right at its own expense of removing its moveable business fixtures, furniture, machinery, equipment, signs, insignia and other indicia of the Lessee's tenancy or use including the right to remove the orange colored roof tile and cupola when the same has been erected on the building on the demised premises. Any damage to the building caused by such removal shall be repaired at Lessee's expense. Upon the removal of the roof tile, which shall become the property of the Lessee, the Lessee shall provide and install a roofing tile in a substantial and workmanlike manner in keeping with roofs on ordinary business buildings in the neighborhood of the demised premises as shall be reasonably satisfactory to the Lessor. The Lessee shall have sixty (60) days after termination or such other additional reasonable time as is necessary for said removal and re-roofing.

2. Upon the termination of this lease or vacation of the premises, the Lessor will not use nor permit anyone holding these premises under the Lessor to use upon these premises any trade name, sign, structure or form of advertisement similar to those being used in other places where Howard Johnson's ice cream and/or other products are sold.

## MORTGAGES:

## XVI.

This lease, and the rights of the Lessee hereunder are hereby made subject and subordinate to a bona fide first mortgage now or hereafter placed upon said premises by the Lessor, or any other owner; provided, however, that such mortgage will not cover the equipment and furniture or furnishings on the premises installed by the Lessee, nor shall such subordination affect the right of the Lessee as described in Article XV above, and provided that every such mortgage shall contain the provision that neither the holder thereof nor any purchaser at a foreclosure sale shall deprive the Lessee of the use and possession of the demised premises, so long as the Lessee shall fully comply with all the terms, covenants and provisions of this lease.

## CONDEMNATION:

## XVII.

If at any time during the term of this lease or any extension thereof, the entire premises, or such portion thereof as would render the use by the Lessee of the premises unprofitable or impractical, shall be taken or appropriated by virtue of eminent domain, or other similar proceedings, or be condemned for any public or quasi-public uses, the Lessee shall have the right and privilege of terminating this lease. Such termination shall not affect the Lessee's right to recover the apportionment of damages as herein provided. All the rents and other charges and payments reserved herein shall be permanently abated from the time of such taking or appropriation.

In the event of a partial taking or appropriation of the demised premises not resulting in a termination of this lease, Lessee shall be entitled to an abatement of rent, immediately upon the taking, in such amount as shall be just and equitable. In the event such amount cannot be agreed upon between the parties hereto, the same will be determined by arbitration in accordance with the rules of the American Arbitration Association.

It is understood and agreed that in the event of a partial or complete taking or appropriation, whether or not this lease be terminated as above provided, the Lessor and the Lessee may, if permissible by applicable law prosecute at their option their respective claims against the public or private body designated as the taking authority on account of any taking or appropriation of the demised premises.

Any damage claimed by Lessee as a result of any loss to or of improvements paid for or contributed to by the Lessee on the demised premises, shall be without diminution by reason of any provision in this Lease or by operation of law that the said leasehold improvements may be or shall become the property of the land owner or Lessor at any time prior to or at the expiration of the full term hereof.

In ascertaining the Lessee's interest and the damages sustained by the Lessee, the term of this lease shall be deemed to run for the full term allowable, including any extensions under the terms of this lease notwithstanding any prior termination thereof which may result as provided in this lease in case of a taking or appropriation.

## ALTERATIONS:

## XVIII.

Lessee shall have the full right to make all alterations, additions or improvements to the demised premises which the Lessee deems necessary or desirable.

Notwithstanding the ownership of alterations, additions or improvements made to the demised premises, the Lessee shall retain all rights to utilize depreciation deductions with respect to all alterations, additions or improvements made at the Lessee's expense.

## UTILITIES:

## XIX.

The Lessee agrees that it will pay all costs for water, gas and electric current and other utilities used or consumed upon the demised premises as and when the charges for the same become due and payable. The Lessor agrees that in the performance of the construction requirements hereunder, provision will be made and facilities constructed to supply the building to be constructed upon the demised premises with all necessary utilities including an adequate supply of potable water and an adequate sewage disposal system. It shall be the duty and obligation of the Lessor to maintain, at Lessor's expense, throughout the term and any extension thereof, adequate sewage disposal and water supply facilities, and during any period in which these facilities are inadequate to such extent as to interrupt the Lessee's business operations the rent herein reserved shall abate until the Lessor shall have repaired or restored such facilities. Notwithstanding this provision, the Lessee agrees to maintain, clean and care for the necessary grease traps utilized upon the premises.