

WAIVER

(9) No waiver by either party, or his or its successors or assigns, of any breach of any of the covenants or conditions herein contained to be performed by the other party shall be construed as a waiver of any succeeding breach of the same or any other covenant or condition.

USE OF PREMISES

(10) Lessee covenants and 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.

TAKING BY PUBLIC AUTHORITY

(11) If the demised premises or any part thereof shall be taken by or pursuant to governmental authority or through exercise of the right of eminent domain, or if a part only of said premises is taken and the balance of said premises in the opinion of Lessee is not suitable for the operation of a drive-in gasoline service station, this lease, at the option of Lessee, shall terminate without further liability on the part of Lessee, or the rent hereunder shall be reduced in proportion to the reduction in the area of the premises, but nothing herein shall be deemed a waiver of the sole right of Lessee to any award for damages to it or to its leasehold interest caused by such taking, whether made separately or as part of a general award.

CANCELLATION

(12) Lessee shall have the right to terminate this lease or any renewal thereof at any time on giving Lessor thirty (30) days' written notice of Lessee's intention so to do, and paying to Lessor as consideration for said termination an amount which shall be determined by multiplying the average monthly rental paid during the preceding twelve months (or during the expired term if less than twelve months) by the number of full years then remaining before the expiration of the original term of this lease.

PURCHASE OPTION

(13) Lessee shall have the option to purchase the property herein described for the sum of Dollars (\$)

J.R.
7/8/71

at any time during the original term or any renewal thereof. Lessor may terminate the option of Lessee to purchase said property at any time on giving six months' written notice of intention so to do unless Lessee exercises such option prior to the expiration of such six months' period. Lessee shall exercise said option to purchase by giving notice in writing at least thirty (30) days prior to the date when said sale is to be completed and at the time specified in said notice and upon the payment of said purchase price. Lessor will convey to Lessee a good and marketable title to said property free and clear of all liens and encumbrances of whatever kind and character by a good and sufficient deed with full covenants and warranty of title.

LIABILITY

(14) Lessee covenants and agrees to indemnify and save Lessor harmless from any and all claims, demands, suits, actions, judgments, and recoveries for or on account of damage or injury (including death) to property or person of Lessee, its agents, servants or other party or parties caused by or due to the construction or operation of the service station.

NOTICES

(15) All notices required or permitted to be given by this lease shall be deemed to be properly given if delivered in writing personally or sent by registered mail to the Lessor or to the Lessee as the case may be at the addresses set forth above, or to such other address as may be furnished by either party to the other in writing. The date of mailing shall be deemed the date of giving such notice.

HOLD-OVER TENANCY

(16) If Lessee holds over the premises herein described beyond the determination by limitation of the term herein created, or any extension thereof, or any renewal of this lease pursuant to the terms hereof, without first having renewed or extended this lease by written agreement, such holding over shall not be considered as a renewal or extension of this lease except upon a month-to-month basis.

(17) Lessor covenants that Lessee on paying said rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said leased property for the term aforesaid, subject to the provisions hereof.