DEFAULT

- the lessee from its obligations hereunder.

 (8) Anything herein contained to the contrary notwithstanding lessor agrees not to exercise any landlord's remedles against lessee by reason of any default unless and until Lessor shall have given to lessee written notice by registered mail of the default and unless lessee shall have failed to remedy such default within a period of thirty (30) days from the giving of such notice.
- notice.

 (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.

REPAIRS

WAIVER

PREMISES RENDERED UNFIT

(10) Lessor agrees at Lessor's own cost and expense to keep the service station well painted in accordance with specifications of Lessee at all times and at least each third year during the term of this lease if in the opinion of Lessee it requires painting and to make promptly any and all repairs to the demised property including (but not limited to) repairs and improvements required by public authority. In case the premises in Lessee's opinion are rendered unfit for operation as a drive-in gasoline service station by reason of fire, storm, explosion or any other cause, no rental shall accrue or is to be paid from the beginning of such unfitness until the property is put into tenantable condition by Lessor and Lessee is able to and does occupy said premises for the purposes herein described. If Lessor defaults in painting or in making any such repairs, improvements or restoration, Lessee may at its option either terminate this lease upon written notice or Lessee may have the necessary painting and repairs done for the account of Lessor, and Lessor shall pay Lessee, upon demand, the expense thereof. If Lessor fails so to reimburse Lessee for the expense of such painting or repairs, Lessee may deduct from any rentals payable hereunder as they accrue such amounts as may be necessary to fully reimburse Lessee.

USE OF PREMISES

TAKING BY # PUBLIC **AUTHORITY**

CANCEL-

LATION

- 11) 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.
- (12) 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.
- (13) 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

- of this lease, thereby grant to Lessee the option to purchase the property herein demised for the
- term-of this lease or any renewal thereof Aurion Lessee delivering to XILLY VILLE LAXXALIA
- intention so to do of by mailing such notice by registered mail addressed as aforesaid attleast thus CONTROL MAIN SECRETARIA SELLA SELLA SELLA MAINE DE LA SELLA MANTE DE LA SELLA to Lesson XIII The Action to the Action of t
- transferxavov konveyance kalleskeekki utsindikineenby kiroodi andysumidienty xxxxxxxxxxxxxxxxxxxxx

deed, of xil good and xmarketable title to said premises free and clear of all liens and encumbrances.

Which are pulsable with excompany, will answer as a such are regular fales. The receding half by delivered and the title closed on the thirtieth (30th) day after the giving of notice of exercise of this option unless the light same of the Soulay of this option. unless the xdatexof the closing xis subsequently extended by multiply acresment xam fiscas xrobis SEWEIXAND XXALEIXIGHLEX ASSESSMENTS BING INSCRANCE OF EMULIOSXXIX XISSES & ASSAIX 81661; 46 743 X 87 37 74 existing policies: shall be apportioned as out the date of the classing of the time of condemnation xxxdestruction of the xmemises xxxmm provements whereon by xmexxx xxxxx is a xxin in the xxxxx in the xxxxx is a xxin in the xxxx in the xxx in the xxxx in the xxx be on the Lessor provided howevery that Lessors ball maintains uch insurance as is then in lorce for the construction of the parties as their interests oppear, and if title is closed all rights therein of Lesson (shall be assigned to Lessee XIX the event of the exercise of this option time shall be of Chearence and legenery of analysis have halve been end to an appropriate the control of the cont

(15) 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 fault or negligence of Lessee, its sublessee and assigns in the operation of the service station.

(16) 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

(17) If Lessee, after giving notice of intention not to exercise renewal privileges in Clause 2 hereof provided or at the end of all of said renewal periods, holds over the premises herein described beyond the termination by limitation of the term 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 on a month-to-month basis.

(18) 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.

LIABILITY

NOTICES

HOLDOVER TENANCY

QUIET **ENJOYMENT**