

by Lessee on the leased premises, and all additions thereto and betterments thereof, shall become the property of Lessor and shall be and remain a part of said leased premises.

8. USE OF LEASED PREMISES.

(a) Lessee will comply with all laws, ordinances, rules, regulations, and requirements of any governmental authority or of the Board of Fire Underwriters, which may be applicable to the buildings and improvements on the leased premises and the fixtures or equipment thereof, whether or not the same requires structural repairs or alterations.

(b) Lessee will likewise observe and comply with the requirements of all policies of public liability, fire and other insurance at any time in force with respect to the leased premises.

(c) In the use and occupation of the leased premises and in the conduct of its business thereon, Lessee will comply with all laws, ordinances, rules, regulations, and requirements of any governmental authority, and will not sell liquor or knowingly permit any sublessee to sell liquor on the premises without first obtaining written consent of Lessor, or cause or maintain a nuisance in, at or on the premises.

(d) Upon termination of the lease, Lessee will surrender to the Lessor the buildings and improvements on the leased premises, including alterations, replacements, and additions thereto, in good condition and repair, ordinary wear and tear excepted.

9. **DEFAULT BY LESSEE.** If the rent or any part thereof shall at any time be in arrears and unpaid after the same is due and payable, or if Lessee shall fail to keep any of the covenants and agreements on its part to be kept and performed and herein contained, and if after ten (10) days notice of such default has been given by Lessor to Lessee said default is not corrected by Lessee, or if Lessee should file, or there should be filed against Lessee, voluntary or involuntary bankruptcy or corporate reorganization proceedings under the Bankruptcy Act, or in the event a receiver should be appointed for the property of Lessee, or if Lessee shall make assignment for the benefit of its creditors, or if the interest of Lessee shall be sold under execution or other legal process, it shall be lawful for Lessor to enter upon said premises and again have, repossess and enjoy the same as if this lease had not been made, and thereupon, this lease and everything herein contained shall cease, terminate, and be utterly void at the option of Lessor.

10. **REMOVAL OF LESSEE'S PROPERTY.** All gasoline tanks including those which may be underground, pumps, air compressors and other equipment which may be installed or placed upon said premises by Lessee are to remain and be the property of Lessee, and Lessee is to have the right and privilege of removing any and all such property and equipment at any time during the continuance of this lease, or any extension hereof, and within thirty (30) days thereafter. If and when the Lessee removes the personal property referred to herein, and Lessee will, at its sole cost and expense, repair any damage to or defacement of the leased premises caused by such removal.

11. **LESSOR'S COVENANT OF QUIET ENJOYMENT.** Lessor further covenants and agrees with Lessee that Lessor has the right to lease said premises; that the rents being paid in the manner herein provided, and the covenants conditions and agreements herein being all and singular kept, fulfilled and performed by Lessee, Lessee shall lawfully, peaceably and quietly hold, occupy and enjoy said premises during the term herein granted, without any let, hindrance, ejection or molestation by any person whomsoever; provided, that any interference with Lessee's use, occupancy or enjoyment of said premises by any person or governmental authority, arising out of the type of use to which Lessee desires to put or has put the premises, shall not be a breach of this covenant. Further provided, that in the event of any breach of this covenant of quiet enjoyment, which shall not be corrected by Lessor within six (6) months after receipt of written notice of such breach from Lessee, Lessee shall have, as its sole remedies for such breach, the right to either cancel and terminate this lease in its entirety and be relieved of any liability for further rent hereunder as of the end of such six month period, or the right to exercise the option contained in subparagraph (c) of Article 20 hereof.

12. **INSURANCE ON BUILDINGS AND IMPROVEMENTS.** Lessee agrees, at Lessee's sole cost and expense, contemporaneously with the execution of this lease, to procure and maintain in force during the term of this lease, or any extension hereof, a policy or policies of fire and extended insurance coverage, which shall include coverage against risks arising from windstorm, hail, explosion, riot and civil commotion, damage from aircraft and vehicles, and war damage insurance whenever the same is available, on the buildings and improvements situated on the above described leased premises and covered by this lease, in some good and solvent insurance company or companies authorized to do business in the state in which the property is situated, in an amount equal to the sound insurable value of said buildings and improvements (provided said insurance in such amount can be procured and maintained by Lessee from an insurance company writing such kind of insurance), with loss clauses payable to Lessee, its successors or assigns. In event of damage or destruction to the buildings or improvements on said leased premises during the existence of this lease, Lessee shall have the exclusive right to collect and receipt for any and all monies that may become payable and collectible upon such insurance and agrees to use any insurance money so collected by it for the repair or restoration of said buildings and improvements, in accordance with any ordinances, laws or regulations then in effect, and if there should be any insurance monies collected by Lessee in excess of the cost of such repair or restoration, Lessee shall have the right to retain the same for its own account. Lessee shall not be obligated, expressly or impliedly, to expend more than the amount of insurance money collected by it in making such repairs or restoration, provided it has kept the premises fully insured in accordance with the foregoing covenants.

Lessee agrees that it will arrange to extend to Lessor protection against liability from claims arising out of damage or loss to persons or property under its own public liability and property damage insurance policies (so long as their limits of coverage are equal to or greater than the sums specified below in this paragraph), or in default of making any such arrangement, or in the event Lessee should become a self-insurer against any such risks (except that Lessee is now, and shall be permitted to continue to be a self-insurer as to the first \$10,000 of liability on any claim for damage to the property of third parties), then Lessee shall procure and maintain in force, at Lessee's sole cost and expense, during any period where such protection is not extended under policies then held by it, a policy or policies insuring Lessor against such risks of loss or damage for injury to persons or property, with limits of liability of \$250,000/\$500,000 on public liability policies and \$500,000 liability for damage to property.

13. **ASSIGNING AND SUBLETTING.** Lessee shall have the right to assign this lease or sublet the premises, and the terms, conditions and covenants hereof shall extend to, be binding upon and inure to the benefit of the successive heirs, executors, administrators, successors and assigns of the parties hereto, respectively, and shall run with the land, but no assignment or subletting by Lessee shall relieve Lessee of any of the obligations herein contained on the part of Lessee to be kept and performed.

14. **MATERIAL AND LABOR LIENS.** In the erection by Lessee of any new buildings or improvements on the leased premises, or in the repair, alteration or remodeling by Lessee of any buildings or improvements now on or hereafter placed on the leased premises, Lessee will pay for all materials furnished and all labor performed in or about such work, and will keep said leased premises and buildings and improvements thereon at all times free and clear of all liens for materials furnished or labor performed in or about such work, and Lessee will defend at its cost and expense each and every lien asserted or claim filed against said leased premises or the buildings and improvements thereon, or any part thereof, for labor claimed to have been so performed or for material claimed to have been so furnished, and pay each and every judgment made or given against said leased premises, or any part thereof, or the buildings or improvements thereon, or against the Lessor or the Lessee on account of any such lien.

15. **FORCE MAJEURE.** If the performance of any obligation of Lessee under this lease to maintain, repair and/or rebuild the buildings and improvements on the leased premises is interrupted or prevented by reason of labor shortage or labor disputes, from whatever cause arising, and whether or not the demands of employees of Lessee, or any contractor engaged by Lessee for the performance of such work, shall be reasonable and within the power of Lessee, and/or Lessee's contractor as the case may be, to concede, or if such performance is interrupted or prevented by reason of acts of God, the public enemy, acts or requests of the Government or any agency thereof, war, flood, fire, explosion, accident, sabotage, inability to obtain materials, supplies or power shortage or unavailability of transportation facilities, or any cause beyond Lessee's reasonable control, whether of a similar or dissimilar nature, then Lessee shall be excused from the performance of such work while or to the extent that Lessee is interrupted or prevented from so performing by one or more of such causes, but the performance thereof shall be continued by Lessee as soon as practicable after such disability is removed.

16. Lessee agrees that it will indemnify, protect and save Lessor harmless from and against any and all claims, demands, liability, suits and actions, whether in law or equity, judgments and costs, which shall arise from or grow out of any injury to or death of persons and for damage to property accruing while such persons or property are on, approaching or leaving the leased premises, or caused by, arising from, or in any manner connected with the use, maintenance, operation and/or condition of said premises, buildings, equipment, tools and appliances, whether sustained by Lessee or Lessor, or their respective agents or employees, or any other person, firm or corporation which may seek to hold Lessor liable.

17. **ABATEMENT OF RENT.** During the term of this lease or any renewal or extension thereof, Lessee shall pay all rents when due and there shall be no abatement of rent in the event of damage or destruction of the buildings or improvements on the leased premises, or the inability of Lessee, its assignee or any sublessee, to use and occupy the premises or to conduct its business thereon.