

(L. Repairs) 99-5145 5/50

## PERMITS

5. Prior to the commencement of the construction of the aforesaid improvements, LESSOR, or if required by law or ordinance, then ATLANTIC, at LESSOR'S expense, shall make application for and secure from the proper governmental authorities all permits, licenses and other authorizations required for the purpose of installing underground storage tanks with a total capacity of 11,100 gallons; for storing, handling, dispensing and selling petroleum products upon said demised premises; and for the construction, maintenance and operation of the gasoline service station to be constructed upon said premises as herein provided. Should any such permits, licenses or other authorizations be refused or rescinded prior to the commencement of such construction, or should any litigation be started prior to said time to prevent ATLANTIC from operating such gasoline service station upon said premises, ATLANTIC, at ATLANTIC'S option, may terminate this lease and all further obligations hereunder by notice to LESSOR thereof.

## TAXES AND RECEIPTS

6. During the continuance of this lease, LESSOR shall pay all taxes, assessments and governmental charges levied upon or which have or may become a lien against said demised parcel of ground and the improvements now and hereafter erected thereon; and all principal and interest upon any mortgages, notes or deeds of trust secured on the demised premises and all other liens which are prior and superior to the lien of this lease. Within fifteen (15) days after the last date such item may be paid without assessment, of any penalties, LESSOR shall submit, for ATLANTIC'S inspection at ATLANTIC'S address as stated in Paragraph 24 hereof, proper receipts or other satisfactory evidence showing the payment of all items which LESSOR is obligated to pay hereunder. If, during the original term of this lease, the ad valorem taxes and special assessments levied in any calendar year against said demised parcel of ground and the improvements now and hereafter erected thereon are in excess of ONE HUNDRED FORTY-EIGHT - - - - - Dollars (\$ 148.00 ), LESSOR, at LESSOR'S option, may request ATLANTIC to advance for LESSOR'S account a sum of money equivalent to such excess and, upon such request being made, ATLANTIC shall make such advance. Such advance shall be repaid by LESSOR to ATLANTIC at the earliest of the following events: (1) upon the expiration of said original term, (2) upon prior termination thereof, or (3) upon transfer of title to the demised parcel of ground.

## REPAIRS

7. During the continuance of this lease, LESSOR shall maintain and keep in good repair the herein demised premises, including, but not limited to, buildings, driveways, heating, water and sewerage systems, electrical equipment and wiring, and shall furnish adequate water and sewerage disposal facilities and water supply.

## INSURANCE

8. During the continuance of this lease the buildings and improvements on the demised premises, at LESSOR'S expense, shall be kept insured against loss by fire in an amount equivalent to their full replacement value. Such insurance shall be maintained in an insurance company satisfactory to ATLANTIC and the policy shall have the standard allied and extended coverage endorsements. LESSOR shall furnish ATLANTIC with satisfactory evidence that such insurance is maintained in full force and effect and ATLANTIC'S interest in such insurance shall be included by proper endorsement.

## DAMAGE BY FIRE, ETC.

9. If the demised premises shall be damaged or destroyed by fire or other casualty it promptly shall be repaired or reconstructed. If such damage or destruction occurs by reason of ATLANTIC'S negligence, ATLANTIC shall repair or reconstruct, otherwise LESSOR shall perform such work. Should any such damage or destruction occur during the original term of this lease and render said premises unfit for occupation or use for any period, rental payments herein reserved nevertheless shall continue during such period; but in such case, said rental payments shall be considered as money advanced for LESSOR'S account.

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