

3. Lessee is hereby permitted to use and occupy the premises for the purpose of selling to consumers tires, tubes, oil and other lubricants, gasoline and other motor fuel, motor and tire accessories and kindred products, and for the servicing, storing and repairing of motor vehicles, tires, tubes, accessories and kindred products, for recapping tires, or for any other lawful purposes.

4. Public utility service connections into said building shall be provided by Lessor. Lessee will pay for all electricity, gas and water used by Lessee on the herein demised premises.

5. Lessor will furnish ~~and keep in good repair~~ all necessary equipment for maintaining adequate heat and air conditioning in the premises during such seasons of the year as artificial heat and air conditioning may be required, and represents that the plumbing and wiring in said building are in good condition and repair and that the carrying capacity of the floors is sufficient for the conduct of Lessee's business.

6. Lessor may enter upon the premises at all reasonable times to examine the condition thereof, but such right shall not be exercised in a manner to interfere unreasonably with the business of Lessee.

7. Lessee may assign this lease or sublet the premises or any part thereof but such assignment or subletting shall not in any way release Lessee from its liability to pay rent as provided herein or from its liability to carry out and perform in the manner therein set forth any of the other covenants and conditions of this lease.

8. Lessee shall have the exclusive right to use the premises for advertising purposes and the display of advertising signs.

9. Lessee will permit Lessor to place and maintain on the premises the usual "For Rent" or "For Sale" signs during the last sixty (60) days of the term hereof.

10. Lessor, at its expense, will carry fire and extended coverage insurance on the demised premises to the full replacement value thereof and hereby waives all rights of recovery against Lessee for all losses or damages to the demised premises, to the extent that such damages are coverable by fire and extended coverage insurance.

11. Lessor will pay all real estate taxes and assessments levied or assessed against the demised premises during the term hereof.

12. If the improvements on the premises shall be damaged by fire, the elements or unavoidable casualty, leaving not less than 75% of the leased floor space usable for Lessee's purposes, Lessor, without liability on the part of Lessee, shall proceed forthwith to cause such damage to be repaired. If the improvements shall be damaged as above stated leaving less than 75% of the floor space usable for Lessee's purposes, Lessor shall proceed forthwith to commence the restoration of the improvements to the condition existing immediately prior to such damage or destruction. If, within thirty (30) days after the date of such damage or destruction Lessor shall not have commenced such restoration Lessee may elect, by notice in writing, either (a) to cancel this lease and be relieved of all liability hereunder from the date of such damage or destruction, or (b) to restore the damaged property to substantially the same condition as existed immediately prior to the date of such damage or destruction and for this purpose Lessor shall make available to the Lessee the proceeds of all insurance covering such damage or destruction. During any such period of partial occupancy, Lessee shall pay rental in such proportion to the entire rental herein reserved that the floor space actually occupied bears to the entire floor space herein leased and Lessor shall return to Lessee on demand any rental paid by Lessee in advance to the extent that such payment exceeds the reduced rental. Any cancellation of this lease by Lessee as above provided shall be without prejudice to any other rights held by Lessee.

13. If Lessee shall perform all and singular the covenants herein imposed upon it, Lessor will warrant and defend Lessee in the enjoyment and peaceful possession of the premises during the term hereof.

14. At any expiration or cancellation of this lease, should Lessee hold over for any reason, it is hereby agreed that, in the absence of a written agreement to the contrary, such tenancy shall be from month to month only.

15. It is agreed that the waiving of any of the covenants of this lease by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant.

16. If Lessee shall be in default in the payment of any rent due hereunder, or in the performance of any of the covenants or conditions hereof, and shall fail to correct and rectify any such default within thirty (30) days from the receipt of written notice thereof from Lessor, or if Lessee shall be adjudicated bankrupt, or make any assignment for the benefit of creditors, or if the interest of Lessee herein shall be sold under execution or other process, Lessor may enter into said premises, and again have and repossess the same as if this lease had not been made and shall thereupon have the right to cancel this lease, without prejudice, however, to the right of Lessor to recover all rent due to the time of such entry. In case of any such default and entry, Lessor shall relet said premises from time to time during the remainder of the term hereof for the highest rent obtainable and may recover from Lessee any deficiency between such amount and the rent herein reserved.

17. If the ~~building on the~~ **of land or building** premises or any part thereof, shall be appropriated and taken for any public use by virtue of eminent domain or condemnation proceeding, or if by reason of any law or ordinance, or by court decree whether by consent or otherwise, the use of the premises by Lessee for any of the specific purposes hereinbefore referred to shall be prohibited, Lessee shall have the right to terminate this lease upon written notice to Lessor, and rental shall be paid only to the time when Lessee surrenders possession of the premises, or Lessee, in the event of partial appropriation ~~may~~ may elect to continue in possession of that part of the premises not so appropriated under the same terms and conditions hereof, except that in such cases Lessee shall be entitled to an equitable reduction in the rental payable hereunder. Any rental paid in advance beyond such time shall be returned by Lessor to Lessee on demand.

18. Lessee may extend this lease and all the terms and conditions hereof, as amended from time to time, for two further successive period(s) of five year(s) each upon written notice to Lessor as to each such extension of not less than sixty (60) days prior to the effective date thereof.

19. It is understood and agreed that any notice given by either party hereto to the other under any of the provisions hereof shall be deemed to have been properly delivered when registered or certified and deposited in the United States mails with adequate postage affixed, addressed to the Lessee at 1144 East Market Street, Akron, Ohio, attention Real Estate Department, or to Lessor, or to the party to whom rent was last paid, at the place where the rent shall have been accepted prior to such notice, or to such other place as the parties may from time to time direct in writing.

20. At Lessee's option this lease shall not be binding on Lessee until Lessor shall obtain such permits, waivers and consents as may be required as authority for the use of the premises for the purposes set forth herein and covering particularly recapping of tires and the storage and dispensing of gasoline and other motor fuels thereon, together with such licenses and/or permits as may be necessary for the installation or construction of alterations, improvements, and/or identifications necessary for Lessee's use and occupancy of the premises.

⊕ **Provided, no reduction in rental shall be made on account of any such appropriation of any portion of the lease premises lying within the building set back line, as specified in Paragraph 24 hereof.**

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