

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.

CANCEL-  
LATION

(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.

FIRST  
REFUSAL  
OPTION

(13)  
~~(14)~~ Lessor shall not, during the term of this lease or any renewal or extension thereof, enter into any agreement to sell or lease the demised premises or any part thereof or interest therein unless Lessor shall have; (1) received a bona fide, acceptable offer from a third party for the purchase or lease of same, and (2) given Lessee written notice of such offer, identifying the party or parties making the offer and setting forth the price, terms and conditions of same. Lessee shall thereupon have a prior right to purchase or lease said premises of the same price and upon the same conditions as are contained in such offer. Such right may be exercised by Lessee at any time within sixty (60) days after receipt of such written notice by mailing to Lessor at the address given above, by registered or certified mail, at least two (2) days before the expiration of said sixty (60) day period, written notice of such exercise; such notice if so mailed shall be deemed valid and effective whether or not the same is actually received by Lessor. Lessee shall have a period of thirty (30) days after the exercise of such option within which to conclude said purchase or lease, as the case may be, and make payment if such is required under the terms of the original offer, PROVIDED, HOWEVER, that if said offer specifies a period of more than thirty (30) days for closing Lessee shall have such longer period. At the time of closing, Lessee may deduct from the amount payable to Lessor any sums owing by Lessor to Lessee at that time under any provision of this lease. The option herein granted to Lessee shall remain in effect so long as this lease remains in effect, and any failure on the part of Lessee to exercise same with respect to a particular offer made by a third party shall not constitute a waiver of Lessee's rights with respect to any subsequent offer. The covenants and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

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