

13. **LIABILITY INSURANCE.** Lessee agrees at Lessor's expense to maintain in force continuously throughout the term of this lease and any extension period public liability insurance covering the leased premises, with limits of \$100,000 for death or injury to one person, \$300,000 for death or injury to more than one person and \$25,000 for property damage, and shall upon written request of Lessor furnish Lessor a certificate by the insurer that such insurance is in force.

14. **COMPLIANCE WITH LAWS.** Lessee will promptly comply with all applicable and valid laws, ordinances and regulations of Federal, State, County, Municipal or other lawful authority pertaining to the use and occupancy of the leased premises.

15. **ASSIGNMENT AND SUBLETTING.** Lessee shall have the right to assign or sublease the whole or any part of the demised premises, provided that any assignment or sublease shall be subject to all of the terms and conditions of this lease and that Lessee shall remain primarily liable for the payment of the rent and the performance of the terms and conditions of this lease.

16. **SUBORDINATION.** Lessee agrees to subordinate this lease to any mortgage that Lessor may have placed or may hereafter place upon the demised premises. It is understood and agreed that any subordination agreement executed pursuant to this paragraph shall specifically contain a standard nondisturbance provision. It is further understood and agreed that no mortgage executed and subordinated under the provisions of this paragraph shall have an amortized monthly payment of principal and interest in excess of the monthly rentals to be paid hereunder. In connection herewith, it is further understood and agreed that should the Lessor become in default in the payment of principal or interest of any mortgage executed pursuant to authority vested in the Lessor under this paragraph, Lessee may, at its option, cure such defaults by making the delinquent payments with any penalties involved to the mortgagee, which payments shall be considered in lieu of the next ensuing payment or payments due under this Lease.

17. **LESSEE'S DEFAULT.** If (a) The Lessee continues in default for thirty (30) days after written notice of the Lessor of any failure of the Lessee to pay when due any installment of rent, required hereunder, or if (b) the Lessee continues in default for thirty (30) days after written notice specifying the nature of default by the Lessor of any failure of the Lessee to perform any other of its obligations or covenants hereunder, then, and in the event of any such continued default, the Lessor, at its option, may terminate this lease and declare the rental for the entire term due and payable.

18. **BANKRUPTCY.** Should Lessee make an assignment for benefit of creditors, or be adjudicated bankrupt, such action shall constitute a breach of this lease for which Lessor, at its option, may terminate all rights of Lessee or its successors in interest under this lease.

19. **EMINENT DOMAIN.** If all of the leased premises are taken under the power of eminent domain or conveyed under threat of condemnation proceedings, or if only a part of such premises are so taken or conveyed and Lessee shall determine that the remainder is inadequate or unsatisfactory for its purposes which determination shall not be arbitrarily or capriciously made, then in either event, this lease shall terminate effective as of the date Lessee is required to give up the right to occupy or use any part of the leased premises or common areas. The termination of this lease as above provided shall not operate or deprive Lessee of the right to make claim against the condemning authority for any damages suffered by Lessee, but Lessee shall have no right to make any claim against Lessor because of such termination. If this lease is not terminated as above provided, Lessor and Lessee shall agree upon an equitable reduction of the rental. If the parties fail to agree upon such reduction within 60 days from the date of the final award or payment for the part of the leased premises so taken or conveyed, Lessor and Lessee shall each choose one arbitrator and the two arbitrators so chosen shall choose a third arbitrator. The decision of any two of the arbitrators as to the rental reduction, if any, shall be binding on Lessee and Lessor and any expense of arbitration shall be divided equally between Lessee and Lessor.

20. **LESSEE'S RIGHT OF FIRST REFUSAL.** If Lessor decides to sell the demised premises, Lessor hereby grants unto Lessee the exclusive right to make the first offer of purchase for the demised premises, said offer to be based upon a valid offer received by the Lessor from a third party other than a party to this lease. Lessee shall have thirty (30) days from the date notice of said offer is transmitted to the Lessee with which to give the Lessor notice that the Lessee refuses said offer.

21. **NON-COMPETITION.** Lessor covenants and agrees that it will not, during the primary term of this lease or any extension hereof, operate or permit to be operated any other convenience food store similar in nature to other stores of the Lessee, nor shall the Lessor permit the sale of beer or wine by bottle or the issuance of any license for such sale of beer or wine for off-premises consumption (except any license for the sale of beer or wine by Lessee), with, by or through Lessor's agents, tenants (other than the Lessee herein), transferees, assignees or otherwise, upon any property now owned or which may be acquired in the future by Lessor within a radius of two (2) miles of the demised premises. In connection herewith, it is understood and agreed that an arbitration board set up as herein above provided in paragraph 19, shall make the final determination as to whether or not this provision has been breached by the Lessor.

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