

station or other permitted business upon the leased Premises for a period in excess of thirty (30) days, Lessor shall have the right to cancel and terminate this Lease by giving Lessee written notice of such termination at least thirty (30) days prior to the effective date of such termination; provided, however, that the right of Lessor to terminate this Lease for the reasons set forth in this paragraph shall not apply if the reason for Lessee's failure to occupy the Premises or operate the business shall be beyond Lessee's control and likewise shall not apply if such failure is due to remodeling, repairing or rebuilding of the buildings and improvements on the leased Premises or to dealer or operator changes; and provided further that in any event if, during the said thirty (30) day period following receipt of Lessor's notice, Lessee shall comply with the terms and conditions of the Lease and re-occupy or again commence operation of Lessee's business, then the right of Lessor to cancel and terminate shall cease and be of no effect.

It is agreed, however, that if the Lease is terminated by reason of Lessee's failure to comply with the provisions of this paragraph, Lessee shall pay to Lessor an amount equivalent to the rent that would have been payable under the terms hereof from and after the date of termination and for the remaining period of the then current term; said amount shall be discounted however at the rate of five (5%) percent per year in accordance with the attached Table VIII.

18. Lessee agrees to indemnify and save Lessor harmless from and against any and all suits, claims, damages, causes of action, costs or expenses resulting from any injury or alleged injury to any person or persons, or damage to property, caused by, or resulting from, any act or omission of Lessee, or any officer, agent, employee or contractor of Lessee on or about the Premises including existing driveways and sidewalks a part thereof and all improvements and buildings situate thereon.

19. The word "Lessor" herein shall be construed to include the said Lessor, its successors and assigns, provided that in the

4328 RV-2