

Termination
of Lease
by Tenant

9. If during any term of this lease any license, permit or other authorization shall be cancelled, abridged or revoked, or if renewal thereof can not be obtained, or if Tenant is prevented by operation of law, governmental action, injunction, acts of God, acts of enemies or other causes beyond its control from using the premises as a retail outlet of Tenant's choice type, equipment, signage, layout and capacity desired by Tenant or for continued use for the storage and sale of petroleum and other products to be sold at the premises, Tenant shall have the right to terminate this lease on not less than thirty (30) days notice to Landlord. If any governmental unit or person acting under governmental authority shall commence any change in any street, road or highway now serving the premises and if such change when completed would substantially diminish the value of the leasehold, then Tenant may, at any time after such commencement of change, terminate this lease on not less than thirty (30) days notice to Landlord. Notwithstanding the foregoing shall not apply when any said cancellation, abridgement, or revocation of any said license, permit or other authorization results from the action or nonaction of the Tenant. This to include but not be restricted to any failure to file any forms required by any governmental bodies or any failure to pay any taxes or fees due by the Tenant.

Warranty
of Title

10. Landlord warrants that this leasehold is good and marketable, free and clear of all liens and encumbrances and based upon a good and marketable fee title and a free and clear record title. Condition of title shall be evidenced by a leasehold policy of title insurance or an attorney's certificate of title, acceptable to Tenant, to be obtained or furnished at the expense of Tenant. If an examination of title or survey discloses any objections or encumbrances to the title of the premises or physical conditions of the premises which will interfere with or prevent the construction and operation thereon of an automotive service station of the type, equipment, signage, layout and capacity and with driveways in and out of the premises, all as desired by Tenant, Tenant shall notify Landlord in writing of such objections, encumbrances or physical conditions, and Landlord shall attempt to eliminate same, at Landlord's expense, within sixty (60) days after receiving notice thereof. Upon the failure of Landlord to so eliminate such objections, encumbrances, or physical conditions, Tenant may, at Landlord's expense, attempt

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