

Assignment,
Subletting

12. Atlantic may assign this lease or sublet all or any part of said demised premises without the consent of Lessor, Atlantic, however, remaining liable, at all times, for the fulfillment of Atlantic's covenants hereof.

Removal of
Equipment,
Trade Marks,
Etc.

13. During the continuance of this lease, or within fifteen (15) days after its termination, Atlantic, at Atlantic's cost and expense, may remove from said demised premises any or all trade marks and characteristic decoration, insignia and designs which now or hereafter may be used by Atlantic in connection with Atlantic's brand of gasoline, other liquid fuels and petroleum products and any or all tanks, pumps, equipment and fixtures owned by Atlantic which are or may be installed in, under or upon said premises; PROVIDED, that Atlantic shall repair all physical damage caused by such removal.

Eminent
Domain

~~14. In the event any portion of the herein demised premises shall be taken or acquired for public or quasi-public use by condemnation proceedings or otherwise, the rent herein provided shall be reduced by an amount which will bear the same proportion to the whole rent that the area of land so taken or acquired bears to the total area herein demised. In the event said taking renders the demised premises substantially unusable for the purposes of operating a gasoline service station thereon Atlantic shall have the right, at its option, to terminate this lease at any time within thirty (30) days after it shall have been required to surrender possession of the premises so taken, or to retain possession of any remaining portion of said premises at a reduced rental as above provided. Should any abutting street, road or highway be elevated or depressed, during the term of this lease, in a manner rendering the premises less suitable to Atlantic for service station purposes, Atlantic shall have the right, to be exercised at its option, to terminate this lease at any time within ninety (90) days after any such work is begun. The rents reserved under the terms of this lease shall abate and cease to accrue at any time or times during which public or private work prevents the usual access to the leased premises by public ways bounding the same and be apportioned in any calendar month or months for the period during which such condition exists.~~

Warranty

15. Lessor warrants that Lessor holds a good valid lease, for the piece or parcel of land herein demised, given by the owner thereof to Lessor and dated December 26, 1949 and Lessor further warrants that Lessor has the full right and authority to make this lease.