

**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. *(If in option period this is considered original term of lease.)*

**FIRST
REFUSAL
OPTION**

(13) 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.

LIABILITY

(14) Lessee covenants and agrees to indemnify and save Lessor harmless from any and all claims, demands, suits, actions, judgments, and recoveries for or on account of damage or injury (including death) to property or person of Lessee, its agents, servants or other party or parties caused by or due to the construction or operation of the service station.

NOTICES

(15) All notices required or permitted to be given by this lease shall be deemed to be properly given if delivered in writing personally or sent by registered mail to the Lessor or to the Lessee as case may be at the addresses set forth above, or to such other address as may be furnished by either party to the other in writing. The date of mailing shall be deemed the date of giving such notice.

**HOLDOVER
TENANCY**

(16) If Lessee, after giving notice of intention not to exercise renewal privileges in Clause 2 hereof provided or at the end of all of said renewal periods, holds over the premises herein described beyond the termination by limitation of the term without first having renewed or extended this lease by written agreement, such holding over shall not be considered as a renewal or extension of this lease except on a month-to-month basis.

**TITLE
EXAMIN-
ATION**

(17) In the event a title examination shows that Lessor does not have a good and marketable title to the leased premises free and clear of all liens and encumbrances, Lessee shall give written notice to Lessor of all defects, liens and encumbrances which Lessee is unwilling to waive, and if such defects, liens and encumbrances are not removed by Lessor within thirty (30) days after the date of such notice, Lessee shall have the right at its option to cancel this lease by giving ten (10) days' written notice of its intention so to do and both parties shall thereupon be relieved from all liability hereunder, except that Lessor shall refund to Lessee the amount of any rent paid by Lessee to Lessor under the terms of this lease. Lessor agrees to use Lessor's best efforts to remove any such defects, liens and encumbrances within said thirty (30) day period.

**CHANGE OF
OWNERSHIP**

(18) No change in ownership, assignment of this lease or assignment of rentals hereunder shall be binding upon Lessee unless and until Lessee has been furnished with a true copy of the instrument evidencing such transfer or assignment.

**QUIET
ENJOYMENT**

(19) Lessor covenants that Lessee on paying said rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said leased property for the term aforesaid, subject to the provisions hereof.

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