

Upon the expiration or termination of this lease or any renewal thereof, Lessee shall have a period of thirty (30) days within which to remove its property or negotiate its sale to an incoming tenant or supplier. The leaving of such property on the premises during said period, shall not make Lessee liable for storage charges or rent, and shall not constitute a hold-over tenancy.

**TAXES** (6) Lessee agrees to pay during the term of this lease all charges for water, gas and electric current that may be consumed on said premises and will pay all taxes on **ASSESS- any and all property owned by Lessee upon the premises. Lessor agrees to pay all other**  
**MENTS** taxes, assessments and betterments now or hereafter levied against the premises when due and payable, and if Lessor fails so to do Lessee shall have the right to make such payments for the account of Lessor, and in such event may deduct from any rentals payable hereunder as they accrue such amounts as may be necessary fully to reimburse Lessee, or may require Lessor to make reimbursement to Lessee.

**SUB-LETTING** (7) Lessee may sublet all or any part of the premises but no such subletting shall release the Lessee from its obligations hereunder.

**DEFAULT** (8) Anything herein contained to the contrary notwithstanding, Lessor agrees not to exercise any landlord's remedies against Lessee by reason of any default unless and until Lessor shall have given to Lessee written notice by registered mail of the default and unless Lessee shall have failed to remedy such default within a period of thirty (30) days from the giving of such notice.

**WAIVER** (9) No waiver by either party, or his or its successors or assigns, of any breach of any of the covenants or conditions herein contained to be performed by the other party shall be construed as a waiver of any succeeding breach of the same or any other covenant or condition.

**REPAIRS** (10) Lessor agrees at Lessor's own cost and expense to keep the service station and to make promptly any and all repairs to the demised property, including (but not limited to) repairs and improvements required by public authority. In case the premises in Lessee's option are rendered unfit for operation as a drive-in gasoline service station by reason of fire, storm, explosion, or any other cause, no rental shall accrue or is to be paid from the beginning of such unfitness until the property is put in tenantable condition by Lessor and Lessee is able to and does occupy said premises for the purposes herein described. If Lessor defaults in making such repairs, improvements or restoration, Lessee may at its option either terminate this lease upon written notice or Lessee may have the necessary repairs done for the account of Lessor, and Lessor shall pay Lessee upon demand, the expense thereof. If Lessor fails so to reimburse Lessee for the expense of such repairs, Lessee may deduct from any rentals payable hereunder as they accrue such amounts as may be necessary to fully reimburse Lessee.

**USE OF PREMISES** (11) Lessee covenants and agrees to make no unlawful or offensive use of the premises, and to comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state and municipal governments.

**TAKING BY PUBLIC AUTHORITY** (12) 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