

8. In the event the service station, to be constructed on the demised premises, is destroyed by fire or other casualty, to such an extent that it is rendered untenable, it is understood and agreed that rent will be abated during such period of time, not to exceed 90 days, as the service station may be unfit for occupancy. The lease term shall be extended for such period of time, not to exceed 90 days, as the property may remain untenable.

9. Lessee shall have the right to sublet the premises, or any part thereof, without the consent of Lessor. Lessee may also assign this lease provided Lessee shall remain liable for payment of the rents provided for herein, should assignee fail to pay same.

10. Lessor warrants that the leased premises are not subject to be reduced in area by any agreements or easements, such as street widening provisions or similar stipulations, and that should any portion of the demised premises be condemned and taken by governmental authority, at any time during the term of this lease, or any renewal thereof, the Lessee shall at its option be entitled to a fair reduction of the rent or the termination of this lease.

11. Lessor warrants that it is the owner of a fee simple, marketable title to the above described premises, and that Lessor will warrant and forever defend the said premises unto the Lessee, its Successors and Assigns, and that Lessee will enjoy peaceful and uninterrupted possession of the premises during the term of this lease or any renewals thereof.

12. Lessor also covenants and warrants that no part of the adjoining property, which is owned by Lessor, for a period of fifteen (15) years, shall be used for service station purposes.

13. At the expiration of the period of this lease, or any renewals thereof, the Lessee shall deliver possession of the leased premises to the Lessor in good condition, reasonable wear and tear ex-

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