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WAIVER

notice. (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.

(10) Lessee agrees at Lessee's own cost and expense to keep the service station well painted in accordance with specifications of Lessee at all times and at least each third year during the term of this lease if in the opinion of Lessee it requires painting and to make promptly any and all repairs, excepting the roof which Lessor agrees to maintain, to the demised property including (but not limited to) repairs and improvements required by public authority. In case the premises in Lessee's opinion 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 into 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 restoration, Lessee may at its option have the necessary restoration 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 restoration, Lessee may deduct from any rentals payable hereunder as they accrue such amounts as may be necessary to fully reimburse Lessee.

WAIVER

CONSTRUED AS A WAIVER OF ANY SUCCEEDING BREACH OF THE SAME OR ANY OTHER COVENANT OR CONDITION.

REPAIRS
PREMISES
RENDERED
UNFIT

(10) Lessor agrees at Lessor's own cost and expense to keep the service station well painted in accordance with specifications of Lessee at all times and at least each third year during the term of this lease if in the opinion of Lessee it requires painting 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 opinion 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 into tenantable condition by Lessor and Lessee is able to and does occupy said premises for the purposes herein described. If Lessor defaults in painting or in making any such repairs, improvements or restoration, Lessee may at its option either terminate this lease upon written notice or Lessee may have the necessary painting and 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 painting or 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 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.

PURCHASE
OPTION

(13) Lessor and (his wife), in consideration of this lease, hereby grant to Lessee the option to purchase the property herein demised for the sum of _____ Dollars (\$) at any time during the original term of this lease or any renewal thereof upon Lessee delivering to _____ at _____ written notice of intention so to do or by mailing such notice by registered mail addressed as aforesaid at least two days before the expiration date of the original term or any renewal thereof, and such notice, if so mailed, shall be deemed valid and effective whether or not the same in fact is actually delivered to Lessor. In the event of the exercise of this option, the purchase price shall be paid upon the transfer and conveyance to Lessee or its nominee by a good and sufficient deed, of a good and marketable title to said premises free and clear of all liens and encumbrances except _____

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which a reputable title company will insure as such at regular rates. The deed shall be delivered