

If a portion of the premises is rendered unuseable by fire or other casualty, but the Tenant is able to continue its business, and if the Tenant does not rent and receive credit for temporary facilities to take the place of the portion of the premises destroyed, the rent shall be reasonably prorated in the light of the effect of the loss of use upon the Tenant's business.

SUBLEASE OR ASSIGNMENT

Tenant shall have the right, with or without the consent of Landlords, to assign or sublease the leasehold premises in whole or in part at any time.

ALTERATIONS AND IMPROVEMENTS

The Landlords hereby agree that the premises may be used by Tenant or its successors or assigns for operation of a service station, convenience store or other retail establishment. In connection therewith, Tenant shall have the right to make alterations or improvements. The Tenant shall have the right and privilege upon the termination of this lease to remove from the demised premises all improvements, fixtures, and personal property owned by Tenant provided that Tenant restore the premises to their original condition. Landlords shall have the right to require removal only of underground fuel storage tanks located on the premises and then only upon written notice at the termination of this lease and any extensions thereof, provided that no such right shall exist if Tenant exercises its option to purchase as hereinbelow provided.

Tenant shall further have the right to make any alterations or improvements he wishes to the building situate on the premises and, in all events, may treat the building as his own.

DEFAULT

Should any installment of rent be past due and unpaid for a period of thirty (30) days after the same is due, and upon failure to discontinue such violation within ten (10) days after notice in writing of such violation addressed by the Landlords to the Tenant, at the demised premises, or such other place as may be hereinafter designated in writing by the Tenant, the Landlords shall thereupon have the option to terminate this lease for non-payment of rent, and the Landlords may re-enter without notice of demand, and the Landlords shall have a lien on all personal property of the Tenant in or upon the demised premises to secure payment of such past due rent.

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