

RENEWAL

(2) Lessee shall have the option of renewing this lease for **three (3)** <sup>additional</sup> years each, the first of such periods to begin on the expiration of the original term herein granted, and each successive period to begin on the expiration of the period then in effect, upon the same terms and conditions as herein set forth, and all of said privileges of renewal shall be considered as having been exercised unless Lessee gives Lessor notice in writing at least thirty (30) days prior to the expiration of the period then in effect of its intention not to exercise such renewal privilege.

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TITLE

(3) Lessor covenants that it is well seized of the demised premises, has good right to lease them and hereby warrants and agrees to defend the title thereto and to reimburse and hold Lessee harmless from any loss by reason of any defect in the title. Lessor agrees to notify Lessee immediately upon any default in payment of mortgage interest or principal, or in payment of taxes or other liens upon the premises and Lessee shall have the right to make such defaulted payments for the account of Lessor. Any sums so advanced by Lessee, including costs and attorneys' fees incurred by Lessee in defending any suits and protecting its rights herein granted, shall bear interest at the rate of six per cent (6%) per annum, and the rent provided for herein may be applied to the payment of such sums and interest, or Lessee may require Lessor to pay any unpaid balance. Should the term of this lease or any renewal term provided for herein, expire before such sums with interest have been fully repaid to Lessee, Lessee may, at its option, continue to occupy said premises on the terms and conditions herein provided until such sums with interest have been fully repaid.

PERMITS AND ORDINANCES

(4) Lessor agrees to secure from the proper authorities in Lessor's own name, with right of assignment, or in the name of Lessee or Lessee's nominee, the necessary licenses, consents and permits, satisfactory to Lessee, for the construction and operation on the premises of a drive-in gasoline service station for the storage, handling, advertising and sale of motor fuels, lubricants, other petroleum products and automobile accessories and for any and all business usually conducted in connection with gasoline service stations, and Lessor agrees to use his best efforts to secure such licenses, consents and permits as promptly as possible after the date hereof. Within a reasonable time after receipt of such licenses, consents and permits duly assigned, Lessee will erect and put into operation a gasoline service station on the premises.

No rent shall accrue or be payable hereunder until all the necessary licenses, consents and permits for the construction and operation of a drive-in gasoline service station for the storage, handling, advertising and sale of motor fuels, lubricants, other petroleum products and automobile accessories and for any and all business usually conducted in connection with gasoline service stations have been duly obtained, and in case they are not obtained within three (3) months after the date of commencement of the term of this lease, or if obtained, shall thereafter be revoked without fault of Lessee, or if the use of the premises herein demised for any of the purposes enumerated shall be in any manner restricted or prohibited by reason of any law, ordinance, injunction, regulation or order of any properly constituted authority, then Lessee shall have the right at its option to terminate this lease by giving ten (10) days' written notice of its intention so to do and shall thereupon be relieved from all liability hereunder.

IMPROVEMENTS

(5) Lessee may move, remove or alter any building, structure, tank, curbing, pavement or driveway now or hereafter placed on said premises and may construct, build and place upon said premises such buildings, structures, tanks, curbing, pavement, driveways, machinery and other equipment as shall in its opinion be necessary or desirable to use and operate said premises, and may perform any and all acts necessary to the conduct of its business.

Lessor agrees that all buildings, structures, tanks, machinery, equipment and all other property owned by Lessee heretofore or hereafter placed upon the premises, whether annexed to the freehold or not, shall remain the personal property of Lessee, and Lessee shall have the right and privilege (but shall be under no obligation) to remove such property at any time during the period of this lease or any renewal thereof.

Upon the expiration or termination of this lease or any renewal thereof, Lessee shall have a period of sixty (60) 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.

(5-A) Any building or structure placed upon said premises shall become a part of the realty and upon termination of this lease or any renewal thereof, shall not be moved from said premises. However, this provision shall not prevent the replacement of any building or structure presently or hereafter situate upon said premises provided the value of said replacement is not less than the value of the building or structure replaced.

*Handwritten initials*

(5-B) Upon expiration or termination of this lease or any renewal thereof Lessee may retain possession of said premises for an additional period not in excess of sixty (60) days upon paying to the Lessor rent therefor on the same basis effective during the last month of said lease agreement or renewal thereof.

*Handwritten initials*

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