

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, curbings, 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.

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 any and all property owned by Lessee upon the premises. Lessor agrees to pay all other 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.

ASSESSMENTS

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.

USE OF PREMISES

(10) 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

(11) 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.

CANCELLATION

(12) Lessee shall have the right to terminate this lease or any renewal thereof at any time on giving Lessor thirty (30) days' written notice of Lessee's intention so to do, and paying to Lessor as consideration for said termination an amount which shall be determined by multiplying the average monthly rental paid during the preceding twelve months (or during the expired term if less than twelve months) by the number of full years then remaining before the expiration of the original term of this lease.

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*M.P.E.*

FIRST REFUSAL OPTION

(13) Lessor shall not, during the term of this lease or any renewal or extension thereof, enter into any agreement to sell or lease the demised premises or any part thereof or interest therein unless Lessor shall have; (1) received a bona fide, acceptable offer from a third party for the purchase or lease of same, and (2) given Lessee written notice of such offer, identifying the party or parties making the offer and setting forth the price, terms and conditions of same. Lessee shall thereupon have a prior right to purchase or lease said premises of the same price and upon the same conditions as are contained in such offer. Such right may be exercised by Lessee at any time within sixty (60) days after receipt of such written notice by mailing to Lessor at the address given above, by registered or certified mail, at least two (2) days before the expiration of said sixty (60) day period, written notice of such exercise; such notice if so mailed shall be deemed valid and effective whether or not the same is actually received by Lessor. Lessee shall have a period of thirty (30) days after the exercise of such option within which to conclude said purchase or lease, as the case may be, and make payment if such is required under the terms of the original offer, PROVIDED; HOWEVER, that if said offer specifies a period of more than thirty (30) days for closing Lessee shall have such longer period. At the time of closing Lessee may deduct from the amount payable to Lessor any sums owing

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