Landlord shall have no liability in this case other than the proceeds of said insurance policy. If premises are damaged but not wholly destroyed by any such casualties, rental shall abate in such proportion as the use of premises has been destroyed, and Landlord shall remit to Tenant, such proceeds of said insurance policy as are forthcoming to him to defray the costs in restoring the premises to substantially the same condition as before damage as speedily as practicable, whereupon full rental shall recommence.

Termination of Lease by Tenant

If during any term of this lease any license, permit or other authorization shall be cancelled, abridged or revoked, or if renewal thereof can not be obtained, or if Tenant is prevented by operation of law, governmental action, injunction, acts of God, acts of enemies or other causes beyond its control from using the premises as a retail outlet of Tenant's choice type, equipment, signage, layout and capacity desired by Tenant or for continued use for the storage and sale of petroleum and other products to be sold at the premises, Tenant shall have the right to terminate this lease on not less than thirty (30) days notice to Landlord. If any governmental unit or person acting under governmental authority shall commence any change in any street, road or highway now serving the premises and if such change when completed would substantially diminish the value of the leasehold, then Tenant may, at any time after such commencement of change, terminate this lease on not less than thirty (30) days notice to Landlord. Notwithstanding the foregoing shall not apply when any

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