

said cancellation, abridgement, or revocation of any said license, permit or other authorization results from the action or nonaction of the Tenant. This to include but not be restricted to any failure to file any forms required by any governmental bodies or any failure to pay any taxes or fees due by the Tenant.

**Warranty
of Title**

10. Landlord warrants that this leasehold is good and marketable, free and clear of all liens and encumbrances and based upon a good and marketable fee title and a free and clear record title. Condition of title shall be evidenced by a leasehold policy of title insurance or an attorney's certificate of title, acceptable to Tenant, to be obtained or furnished at the expense of Tenant. If an examination of title or survey discloses any objections or encumbrances to the title of the premises or physical conditions of the premises which will render this leasehold or the title unmarketable or which will interfere with or prevent the construction and operation thereon of an automotive service station of the type, equipment, signage, layout and capacity and with driveways in and out of the premises, all as desired by Tenant, Tenant shall notify Landlord in writing of such objections, encumbrances or physical conditions, and Landlord shall attempt to eliminate same, at Landlord's expense, within sixty (60) days after receiving notice thereof. Upon the failure of Landlord to so eliminate such objections, encumbrances, or physical conditions, Tenant may, at Landlord's expense, attempt to eliminate same. In the event that Landlord is unsuccessful in eliminating such objections, encumbrances or physical conditions within such

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