TITLE TO REAL ESTATE

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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 made reimbursement to Lessee.

SUBLETTING (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.

REPAIRS= RENDERED UNFIT

(10) Lessor agrees at Lessor's own cost and expense to keep the service stationxwell xx PREMISES paintedxatxailx timesx and to made promptly any and all repairs to the demised property, including (but not limited to) repairs and improvements required by public authority. In case the premises in Lessee's opinion are rendered unfil for operation as a drive-in gasoline service station by reason of fire, storm, explosion, or any other cause, no rental shall accrue or is to be paid from the beginning of such unfitness until the property is put in tenantable condition by Lessor and Lessee is able to and does occupy said premises for the purpose herein described. If Lessor defaults in making any such repairs, improvements or restoration, Lessee may at its option either terminate this lease upon written notice or Lessee may have the necessary repairs done for the account to Lessor, and Lessor shall pay Lessee upon demand, the expense thereof. If Lessor fails so to reimburse Lessee for the expense of such repairs, Lessee may deduct from any rentals payable hereunder as they accrue such amounts as may be necessary to fully reimburse Lessee.

USE \_OF PREMISES

(11) 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 (12) If the demised premises or any part thereof shall be taken by or pursuant to PUBLIC AUTHOR- governmental authority or through exercise of the right of eminent domain, or if a part only  $\mathbf{ITY}$ 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.

- CANCELATION (13) 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.
- PURCHASE (14) Lessee shall have the option to purchase the property herein described, including OPTION

(over)