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 (10) Lessor agrees at Lessor's own cost and expense to keep the service station well painted in accordance with specifications of Lessee at all times and at least each third year during the term of this lease if in the opinion of Lessee it requires painting and to make promptly any and all repairs to the demised property including (but not limited to) repairs and improvements required by public authority.

PREMISES RENDERED UNFIT In case the premises in Lessee's opinion are rendered unfit 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 into tenantable condition by Lessor and Lessee is able to and does occupy said premises for the purposes herein described. If Lessor defaults in painting or 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 painting and repairs done for the account of Lessor, and Lessor shall pay Lessee, upon demand, the expense thereof. If Lessor fails so to reimburse Lessee for the expense of such painting or 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 PUBLIC AUTHORITY (12) 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 (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 OPTION (14) Lessor and [illegible] (his wife) in consideration of this lease, hereby grant to Lessee the option to purchase the property herein demised for the sum of [illegible] Dollars ($[illegible]) at any time during the original term of this lease or any renewal thereof upon Lessee delivering to [illegible] at [illegible] written notice of intention so to do or by mailing such notice by registered mail addressed as aforesaid at [illegible] days prior to the expiration date of the original term or any renewal thereof and such notice if so mailed shall be deemed valid and effective whether or not the same is in fact received [illegible] In the event of the exercise of this option the purchase price shall be paid upon the transfer and conveyance to Lessee or its nominee by good and sufficient [illegible] deed of a good and marketable title to said premises free and clear of all liens and encumbrances except [illegible] acceptable to the company writing same as such title regular [illegible] The deed shall be delivered and the [illegible] thereof shall be the thirtieth (30th) day after the giving of notice of exercise of this option unless the same be a Sunday or legal holiday in which case on the next business day thereafter unless the date of the closing is subsequently extended by mutual agreement. All taxes, [illegible] sewer and water rents, assessments and insurance premiums, if any, shall be adjusted [illegible] as of the date of the closing of the title [illegible] the giving of notice of exercise of this option and the time of closing of the risk of loss or damage or condemnation or destruction of the premises or improvements thereon prior to the [illegible] be borne by Lessor provided however, the taxes and [illegible] for the protection of the parties and their interests appear and if title is [illegible] rights herein [illegible] shall be assigned to Lessee. In the event of the exercise of this option [illegible] of insurance and taxes to the purchase price and the deed shall be delivered.

LIABILITY (15) Lessee covenants and agrees to indemnify and save Lessor harmless from any and all claims, demands, suits, actions, judgments and recoveries for or on account of damage or injury (including death) to property or person of Lessee, its agents, servants or other party or parties caused by or due to the fault or negligence of Lessee, its sublessee and assigns in the operation of the service station.

NOTICES (16) All notices required or permitted to be given by this lease shall be deemed to be properly given if delivered in writing personally or sent by registered mail to the Lessor or to the Lessee as the case may be at the addresses set forth above, or to such other address as may be furnished by either party to the other in writing. The date of mailing shall be deemed the date of giving such notice.

HOLDOVER TENANCY (17) If Lessee holds over the premises herein described beyond the termination by limitation of the term herein created, or any extension thereof, or any renewal of this lease pursuant to the terms hereof, without first having renewed or extended this lease by written agreement, such holding over shall not be considered as a renewal or extension of this lease except on a month-to-month basis.

QUIET ENJOYMENT (18) Lessor covenants that Lessee on paying said rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said leased property for the term aforesaid, subject to the provisions hereof.