

The provision in the preceding paragraph shall not be construed to prevent either party to this Lease, in the event that all of the leased premises shall be appropriated, from availing themselves to such remedies as either party may have under the law against condemning authorities.

The party electing to avail himself of such remedy shall pay all costs of litigation.

In the event the lease is not so terminated then the amount of award proceeds with respect to all site or building improvements previously placed on the demised premises by or through the LESSEE shall be payable to the LESSEE. Rental shall be thereafter reduced in proportion to the lessened area of the leased premises.

7. It is agreed that if LESSEE becomes insolvent or commits an act of bankruptcy or takes advantage of any law for the benefit of debtors or LESSEE'S creditors or if a receiver is appointed for LESSEE or if any rent shall be due and unpaid for 15 days after written notice or if default shall be made in any of the covenants herein contained and the correction of same shall not have been commenced within thirty (30) days after written notice, then EXXON may, at its election, at any time thereafter terminate this Lease by giving LESSEE five (5) days' written notice of EXXON'S intention to so do and this Lease shall expire and come to an end on the date fixed in such notice as if said date were fixed herein for the expiration of the term hereof. Upon any termination or expiration of this Lease, EXXON may without formal demand or notice of any kind re-enter said premises and remove all persons and property therefrom.

8. All notices required or permitted to be given by this Lease shall be demand to be duly given if delivered in writing personally or sent by mail to EXXON or to 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.

9. EXXON 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 premises for the term aforesaid, subject to the provisions hereof.

10. LESSEE shall have the right to install and maintain, at its expense, a sign of its standard type or any other type to be approved by EXXON.

11. EXXON and LESSEE agree to share a joint driveway on Duvall Drive along the dividing line between the above described leased premises and the premises retained by EXXON. LESSEE and EXXON further agree that for a depth of sixty (60) feet from the property line on Duvall Drive along said joint dividing line that there will be no obstructions of any kind placed along said sixty feet, thereby allowing free and unencumbered access between the two businesses.

12. No waiver by either party 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.