

property taxes assessed against the demised premises during the term of this lease and any renewal term.

SUBLETTING 7. LESSEE may sublet all or any part of the premises but no such subletting shall release the LESSEE from his obligations hereunder.

DEFAULT 8. Anything herein contained to the contrary notwithstanding, LESSORS agree not to exercise any landlord's remedies against LESSEE by reason of any default unless the until LESSORS 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 her personal representatives, heirs 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.

USE OF PREMISES 10. 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 11. 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 therein shall be deemed a waiver of the sole right of LESSEE to any award for damages to him or to his leasehold interest caused by such taking, whether made separately or as a part of a general award.

CANCELLATION 12. In the event of the death or total disability of the LESSEE, the LESSEE or his personal representative or heirs

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