

~~_____ Dollars (\$ _____), plus the "then value" of the improvements erected on the premises. Such "then value" shall be the cost to LESSOR of such improvements as duly certified to ATLANTIC within thirty (30) days of the beginning of the original term of this lease, less depreciation thereon calculated at the rate of five percentum (5 %) for each year of the original term already expired. If LESSOR shall have received any consideration from such public or quasi-public body for any such taking or acquisition before settlement under this option, the purchase price shall be reduced by the amount of such consideration. If LESSOR fails or refuses to accept ATLANTIC'S said offer to purchase within thirty (30) days thereof, said offer automatically shall be withdrawn and cancelled and this lease, thereupon, shall terminate as specified in said notice. If, within said thirty (30) day period, LESSOR accepts ATLANTIC'S said offer to purchase, within sixty (60) days thereafter, ATLANTIC shall tender to LESSOR the purchase money and simultaneously therewith LESSOR shall deliver to ATLANTIC a deed for said premises containing general warranty of title and which shall convey to ATLANTIC a good and marketable title thereto, free and clear of all liens, mortgages, deeds of trust, encumbrances, covenants, restrictions, encroachments and easements.~~

NON-ACCESS
TO PROPERTY

17. If, during the original term of this lease, public or private work, other than private work by ATLANTIC, at any time or times, prevents the usual access to said premises by the public ways bounding thereon, ATLANTIC shall continue to pay rental as specified in Paragraph 3 hereof; but, in that event, such payments for the periods of non-access shall be construed as money advanced for LESSOR'S account. During any extended or further term, the rental hereunder shall abate and cease to accrue at any time or times when any such work prevents the usual access to the demised premises by the public ways bounding thereon. During any fractional part of a calendar month that such condition exists, such abatement shall be effective on a pro rata basis. If, at any time during any extended or further term of this lease, any abutting street, road or highway is elevated or depressed in a manner rendering said premises, in ATLANTIC'S opinion, substantially unsuitable for the operation of a gasoline service station thereon, ATLANTIC, at ATLANTIC'S option, may terminate this lease at any time after any work thereon is begun.

EXTENSION
OF ORIGINAL
TERM

18. Upon the expiration of the original term of this lease, if LESSOR shall not have repaid to ATLANTIC any money which LESSOR was obligated to pay hereunder but which was paid by ATLANTIC or which ATLANTIC advanced for LESSOR'S account, then the original term of this lease, at ATLANTIC'S option, may be extended for a period equal in months and fractions thereof to the quotient obtained when the total of such money is divided by the monthly rental provided in Paragraph 3. During such extended original term this lease and the option rights herein given shall remain in full force and effect on the same terms and conditions, excepting only that ATLANTIC shall pay no rent during said extended original term but shall credit the rental payable to the money due ATLANTIC from LESSOR.

TERMINATION
AND FURTHER
TERM

~~19. ATLANTIC may terminate this lease at the expiration of the original or above provided extended original term hereof by giving to LESSOR written notice thereof at least ninety (90) days prior thereto. In absence of such notice this lease and the option rights herein given shall continue for a further term of () years upon the same terms and conditions herein set forth; PROVIDED, HOWEVER, that rental payable during said further term shall be at the rate of _____ Dollars (\$ _____) per month. ATLANTIC may terminate this lease at the expiration of the above provided further term by giving LESSOR written notice thereof at least ninety (90) days prior thereto. In absence of such notice this lease and the option rights herein given shall continue for a further term of () years upon the same terms and conditions herein set forth; PROVIDED, HOWEVER, that rental payable during said further term shall be at the rate of _____ Dollars (\$ _____) per month. Either party~~

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