If LESSOR is obliged to repair or reconstruct the premises and fails so to do, ATLANTIC, at ATLANTIC'S option, may proceed with such repair or reconstruction. If ATLANTIC elects to repair or reconstruct, the insurance and damage claims, or either, shall be construed as having been assigned to ATLANTIC and the proceeds thereof shall be paid to ATLANTIC and shall be applied by ATLANTIC to the cost of such repairs or reconstruction. The surplus, if any, shall be applied; first, to the payment of any sums of principal and interest then remaining unpaid upon any mortgages upon said demised premises, the proceeds or any portion of which were used for the original construction of the improvements thereon which were so damaged or destroyed, in the order of priority; second, to the payment of any sums due from LESSOR to ATLANTIC; third, to the payment of any taxes or municipal claims then due upon said demised premises. Any sums remaining thereafter shall be paid to LESSOR. If the proceeds of any such insurance and damage claims are insufficient to reimburse ATLANTIC in full for such cost, or if no insurance covers the damage or destruction and there is no claim for damages, LESSOR forthwith shall pay any deficiency to ATLANTIC upon demand. Should such damage or destruction occur during any extended or further term of this lease and LESSOR, being obliged so to do, does not repair or reconstruct as aforesaid and the damage or destruction renders the premises unfit for occupation or use for any period, a just return or abatement of rental shall be made until the premises shall have been repaired or restored properly. In such event, if such repair or reconstruction has not been completed within ninety (90) days of the date of any such damage or destruction ATLANTIC, at ATLANTIC'S option, in addition to any other legal remedies, shall have the right to terminate this lease as of the date of said damage or destruction.

RIGHT TO EQUIP, ALTERATIONS AND ADDITIONS

10. ATLANTIC may equip said demised premises in a manner satisfactory to ATLANTIC, and, from time to time, may make such alterations and additions thereto as ATLANTIC may deem advisable or necessary.

WATER, SEWERAGE, GAS & ELECTRICITY

11. ATLANTIC shall pay public and utility company charges for water, sewerage, gas and electricity consumed and used by ATLANTIC upon the demised premises during the continuance of this lease.

ASSIGNMENT, SUBLETTING

12. ATLANTIC may assign this lease or sublet all or any part of said demised premises without the consent of LESSOR, ATLANTIC, however, remaining liable, at all times, for the fulfillment of ATLANTIC'S covenants hereof.

REMOVAL OF EQUIPMENT, TRADE MARKS, ETC.

13. During the continuance of this lease and within fifteen (15) days after its termination, ATLANTIC may remove or eliminate from the demised premises, whether or not affixed to the realty and irrespective of ownership at the time, any and all trade mark indicia, insignia, designs, color arrangements, signs and signboards, building paneling, equipment and equipment arrangements, and other distinctive items and effects considered by ATLANTIC to be characteristic to the public of the structure and appearance of ATLANTIC'S service stations and ATLANTIC'S products and service, and may remove any and all equipment owned or installed by ATLANTIC, including, without limitation, tanks, pumps, lifts and fixtures useful in the operation of a service station; PROVIDED, that any such removal or elimination shall be at ATLANTIC'S cost and expense; and, PROVIDED FURTHER, that as to any such removal or elimination of items owned or installed by LESSOR, ATLANTIC, at ATLANTIC'S option, may either refinish the premises in a good and workmanlike manner or pay to LESSOR the amount of One Thousand Dollars ($1,000.00) as full liquidated damages. Any underground storage tanks not removed shall be filled by ATLANTIC with an inert substance.

~~PURCHASE OPTION~~

~~14. In consideration of ATLANTIC executing this lease, LESSOR hereby~~ grants to ATLANTIC the right and option to purchase the demised premises and improvements now or hereafter erected thereon during the continuance of this lease for the sum of

Dollars ($)

less an amount computed on ~~a pro~~ rata basis at the rate of

Dollars ($) per year for the

period ~~from~~ the beginning of the original term of this lease to the date LESSOR ~~transfers to ATLANTIC title to said premises.~~