

in any manner fail in the performance of the lease attached hereto as "Annex A".

In consideration of the mutual covenants contained herein, the parties agree as follows:

Sublessee shall pay one-half (1/2) of the total rent on the premises set forth in "Annex A" hereto, consistent with the terms of the lease agreement so long as it occupies "The 24 Hour Food Store" premises only. In the event Sublessee should also assume by way of sublease the total premises, then the Sublessee shall pay to the Lessee for the Lessor the total rent on the subject premises as set forth in "Annex A" hereto. It is specifically understood that any first right of refusal to purchase the subject real estate as set forth in the lease will extend first to the Lessee and, if the Lessee fails to exercise that right of refusal, then to the Sublessee herein.

Lessor consents to the sublease requested, provided that Sublessee shall be bound by each and every covenant and condition contained in the lease attached hereto and incorporated herein as "Annex A".

Sublessee shall perform all the covenants and conditions contained in the lease to be performed by Lessee except the payment of rent to be made by Lessee to Lessor, and Sublessee shall be and is bound by each and every covenant and condition contained in the lease.

Neither the subleasing of the above-described premises nor anything contained in this agreement shall release Lessee from the obligation to perform and be bound by all the covenants and conditions contained in the lease.

Should Lessee ever be in default in the payment of rent reserved in the basic lease on the premises between Lessee and Lessor, Sublessee shall have the right to pay any amounts not paid by Lessee and the payments shall be accepted by Lessor as performance on the part of Lessee, keeping the basic lease in