

further covenants that Lessee, its successors and assigns, shall have continuous, peaceful, uninterrupted and exclusive possession and quiet enjoyment of the entire premises during the breach of which covenant by operation of law or for any other reason even if affecting only a portion of the premises, if not promptly corrected, will entitle the Lessee at its option to terminate and cancel this lease and to remove its equipment and all improvements owned or placed by it on the premises. Lessor further agrees that if Lessee should be made a part defendant in any legal proceeding involving any lien or charge against the premises affecting the Lessee's right of continuous and quiet possession the Lessor will reimburse the Lessee for any reasonable attorney fees or other expense incurred by Lessee in defending its right under this lease, and any such expense may be applied by Lessee upon rental due or to become due.

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The Lessor agrees to pay all taxes upon the land, buildings and improvements thereon, and further agrees to keep the buildings and improvements in good condition and repair during the term of this lease or any renewal or extension thereof at Lessor's own expense. If the Lessor should fail to make said repairs upon notice to Lessor that said repairs are necessary, then the Lessee may cause same to be made. Should the Lessor at any time default in the payment of any taxes, lien, mortgage, or other charge against the premises, then the Lessee may, at its option, pay any or all of such sum in default and be subrogated to the rights of the lienholder to the extent of said payments thereon. Any payments made by the Lessee for the foregoing reasons may be applied on the rental due or to become due under the terms of this lease. The Lessee shall pay the taxes on its property and equipment on the leased premises.

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It is understood and agreed that if for reason of any law, ordinance, injunction or regulation of properly constituted authority Lessee is prevented from using all or any part of the property herein leased as a service station for the sale and storage of gasoline and petroleum products, or if the use of the premises herein demised shall be in any manner restricted for the purposes stated in this agreement, or should the State or any other municipal authority refuse at any time during the term or renewal or extension of this lease to grant such permits as may be necessary for the installation of reasonable equipment and operation of said premises for the purposes stated, the Lessee may, at its option, surrender and cancel this lease, remove its improvements and equipment from said property and be relieved from the payment of rent or any other obligation as of the date of such surrender.

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The Lessor covenants that at the time of the execution of this lease Lessor is the owner of the demised premises, has full right to lease the same for the term aforesaid, and will put Lessee in actual possession of the premises at the beginning of the said term.

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Lessee shall have the right and privilege to assign this lease and/or sublet said premises, in whole or in part, for the whole or any part of the term of this lease, or any extension thereof, upon such terms as to it shall seem best.

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In the event of the total destruction of the buildings and improvements on the premises by fire, or otherwise, or such partial destruction thereof as will render the same unfit for use and occupancy for the purpose stated in this lease, Lessor shall within a reasonable time restore said buildings to as good condition as they were prior to said destruction or injury, and during the period from the destruction to the date of restoration, the rent shall abate. Should the Lessor fail to restore the buildings and improvements within a reasonable time, not exceeding sixty (60) days, then this lease may be terminated at the option of the Lessee.

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It is agreed that the Lessor shall not terminate the lease for or on account of the failure of the Lessee or its sublessees or assigns, to pay any monthly rental when due, or to comply with any other terms of this lease, without first giving the Lessee a written notice of the intention to so terminate or cancel this lease, not less than thirty (30) days prior to such cancellation or termination. If during the said thirty (30) day period the Lessee shall pay said rental installment or comply with the term or condition of the lease stated in said notice, then the right of the Lessor to cancel or terminate the lease for the cause mentioned shall cease and be of no effect.