

rents due up to the expiration of said thirty day period.

12. Insurance against fire and other casualty shall be maintained upon the building structures placed upon said premises to the extent of the full value thereof in the names of the Lessor and the Lessee as their respective interests may appear. All proceeds received for loss and damage under said policy shall be used to restore said property to its former condition prior to the occurrence of said loss or damage. The Lessor shall bear the full cost of said insurance during the first five (5) years of this lease and the Lessee shall bear the cost of said insurance during the second five (5) years and any renewal period exercised by the Lessee.

13. The Lessee shall pay as a rental during the entire term of this lease and <sup>and</sup> renewal thereof, the sum of \$.005 per gallon for each gallon of gasoline sold on the premises during each calendar month, provided, however, that the minimum rental for each calendar month during the initial ten (10) year period shall never be less than Fifty and No/100 (\$50.00) Dollars per month, payable monthly in advance, and for each calendar month during each of the two (2) five (5) year optional renewal periods said minimum rental shall never be less than Sixty-five and No/100 (\$65.00) Dollars per month, payable monthly in advance. It is further agreed that should the Lessor at any time during the initial term of this lease complete construction and begin full operation of a shopping center development according to the plans and drawings of Eugene R. Marteni of Atlanta, Georgia, now in possession of the Lessor, or should the Lessee sell 15, 000 or more gallons of gasoline per month for a period of three (3) consecutive calendar months, then the minimum monthly rental shall thereafter be Sixty-five and No/100 (\$65.00) Dollars per month for the balance of said term, or \$.0065 per gallon of gasoline sold, whichever is greater.

14. Should the Lessee after the first five years of this lease for any reason become in default under the terms and conditions of its mortgage covering the leased premises and the improvements constructed thereon and be unable to refinance the same under the conditions related hereinabove within sixty (60) days thereafter, the Lessee shall have the right, to bargain, sell and assign, its rights under said lease and mortgage and thereby be relieved and discharged from its obligations under said lease during the balance of said term or any renewal thereof, and the Lessor shall consent to the release and discharge of the Lessee by the mortgagee under the aforesaid mortgage.

15. Lessor shall pay all taxes on the land and the Lessee shall pay all taxes levied or assessed against the improvements made by the Lessee on said land.

16. The Lessee shall have the right upon written notice to the Lessor to sub-let said leased premises and the improvements placed, or to be placed thereon, for the purposes of operating said premises and improvements as a gasoline and oil service station to any person or corporation of good character and reputation.

17. If at any time during the term of this lease or any renewal or extension thereof, Lessee or any of its subtenants is unable to obtain any license or permit required by law or municipal ordinance for the storage and sale of gasoline or other petroleum products or by-products or other motor fuel, on said premises or for the erection and operation thereon of a gasoline service station, or if the Lessee, or any of its subtenants, shall be unable to obtain the renewal of any such license or permit which may have been granted for any such purpose, or if any such license or permit shall be cancelled or revoked, or if Lessee is prevented by operation of law from using said premises or any part thereof for the storage and sale of gasoline or other petroleum products or by-