

5. Lessor agrees to pay all taxes, assessments, charges or expenses that may be levied or assessed against said leased premises, including all buildings, structures, improvements and equipment thereon belonging to Lessor, for and during the term of this lease, and to submit to Lessee, upon request, receipts or other satisfactory evidence showing such payments. Lessee agrees to pay all taxes and any other charges that may be levied or assessed against its equipment and property located on said leased premises. In event Lessor should fail or refuse to pay such taxes or assessments before delinquent, Lessee shall have the right but not the obligation to pay same for the account of Lessor. In the event Lessee pays such taxes or assessments of the Lessor, Lessor agrees to reimburse Lessee therefore upon demand, and until repaid to Lessee such expenditure, so made by Lessee for the account of Lessor, shall bear interest at the rate of 6% per annum. In the event Lessee pays such taxes or assessments of the Lessor, Lessee shall be subrogated to all the rights of the holder of such lien and in the event of a foreclosure of any such lien and the sale of the leased premises, Lessee shall have the right to buy in said leased premises for its own account.

6. Lessee agrees, upon the execution of this lease by Lessee, to procure at Lessor's sole cost and expense, insurance on the buildings, structures and improvements now constructed or to be constructed on said leased premises in some insurance company or companies authorized to do business in the State in which the property is situated, for the sound value against fire and extended coverage (provided such insurance is obtainable by Lessee), with loss clauses payable solely to Lessee, its successors or assigns, and to keep such insurance in full force and effect for and during the period any buildings, structures and improvements are being constructed on the leased premises and thereafter during the original term of this lease. Lessor shall, upon receipt of Lessee's invoice therefor, promptly reimburse Lessee in cash for the premiums on such insurance. In event of damage to or destruction of the buildings, structures or improvements on said leased premises during the original term of this lease from an insured cause, Lessee shall have the exclusive right to adjust and settle all losses (which adjustment and settlement shall be conclusive and binding on Lessor) and to collect and receipt for any and all moneys that may become payable and collectible upon such policy or policies, or any of them, and Lessee shall have the option to (1) use any insurance proceeds so collected by it for the repair or restoration of said buildings, structures and improvements to the same condition as existed prior to such damage or destruction, in accordance with any ordinances, laws or regulations then in effect, and if there should be any insurance proceeds collected by Lessee in excess of the cost of such repairs or restoration, Lessee shall pay same to Lessor; provided, however, that Lessee shall not be obligated, expressly or impliedly, to expend more than the amount of insurance proceeds collected by it in making such repairs or restoration, and if the insurance proceeds are insufficient to place said buildings, structures and improvements in the same condition as existed prior to such damage or destruction, then Lessor agrees to pay Lessee, upon demand, the amount by which the cost of repairing or restoring said buildings, structures and improvements to the same condition as existed prior to such damage or destruction exceeds the insurance proceeds so collected by Lessee, or (2) pay over to the bank named in the Assignment of Rents attached hereto so much of the insurance proceeds as are necessary to pay in full the unpaid principal balance and accrued interest owing on that certain note referred to in said Assignment of Rents (whether or not then due) and pay the remainder of the insurance proceeds, if any, over to Lessor, less any amounts due and owing to Lessee by Lessor, irrespective of how such indebtedness may have arisen, or (3) in event the insurance proceeds collected by Lessee are insufficient to discharge all indebtedness owing by Lessor to Lessee and also discharge the unpaid principal balance and accrued interest owing on said note, and in event Lessee elects not to use said proceeds for repair or restoration of the aforesaid improvements, then Lessor covenants and agrees, on demand of Lessee, to pay over to Lessee an amount in cash which, when added to the insurance proceeds so collected by Lessee, will be sufficient to pay all indebtedness owing by Lessor to Lessee and discharge the aforesaid note, principal and accrued interest. On receipt of said cash amount from Lessor, Lessee will pay over to the bank a sufficient amount to discharge the note in full, whether or not then due.

Upon the expiration of the original term of this lease, any unexpired policies procured by Lessee shall, at the option of Lessee, be cancelled and surrendered, in which event Lessee shall reimburse Lessor for any unearned premiums received by Lessee from the insurance companies as a result of the cancellation and surrender of such policies.

7. It is agreed that if the leased premises shall become untenable (by untenable is meant a condition which renders the leased premises substantially valueless for the purposes for which they are leased hereunder) during the original term of this lease, for any reason, the Lessee hereunder shall not be entitled to terminate this lease, but the original term of this lease shall be extended for a period equal to the period of such untenability. The obligation of the Lessee hereunder to pay rental shall, at the election of Lessee, be abated during the period of such untenability provided, however, if Lessee elects to pay the rentals accruing during such period of untenability then Lessee shall be given credit for the rentals so paid for such period of untenability on the first rentals accruing during the period the original term of this lease is extended by reason of such untenability. It is further agreed that notwithstanding anything contained herein to the contrary, Lessee shall have and is hereby granted the unconditional right and option to cancel and terminate this lease at any time during any extended term of this lease upon giving thirty (30) days prior written notice thereof to Lessor, and upon such cancellation and termination Lessee shall be released and discharged from any further rental payments or other obligations under this lease.

8. Lessee agrees that it will pay the rent at the time, place and in the manner herein provided; that it will not commit or suffer waste on the leased premises; that it will not use the premises for any immoral or unlawful purpose, or permit the same to be so used; that it will deliver up the leased premises at the end of this lease; and that it will comply with all valid laws, ordinances, rules and regulations of any governmental authority respecting the conduct of its business on the leased premises.

9. If Lessee shall fail to keep any of the covenants and agreements on its part to be kept and performed as herein contained, and if said default is not corrected by Lessee within thirty (30) days after written notice of such default has been given by Lessor to Lessee; or if Lessee shall be adjudged a bankrupt, or shall make assignment for the benefit of its creditors, or if the interest of Lessee hereunder shall be sold under execution or other legal process; it shall be lawful for Lessor to enter upon the leased premises and again have, repossess and enjoy the same as if this lease had not been made, and thereupon, this lease and everything herein contained shall cease, terminate and be utterly void at the option of Lessor.

10. All structures, gasoline tanks, including those which may be underground, pumps, air compressors and other equipment which may be installed or placed upon the leased premises by or for the account of Lessee, the title thereto being vested in Lessee, are to remain and be the property of Lessee, and Lessee shall have the right and privilege of removing any and all such property and equipment at any time during the continuance of this lease, and within thirty (30) days thereafter.

11. Lessor further covenants and agrees with Lessee that Lessor is legally seized of an absolute estate in fee simple in the leased premises (and Lessor agrees, upon request of Lessee, to submit to Lessee evidence satisfactory to Lessee showing that Lessor has an absolute estate in fee simple in said premises, free and clear of all liens and encumbrances); that Lessor has the right to lease the same; that Lessor will warrant and defend said premises unto Lessee against the lawful claims of all persons whomsoever; that the rents being paid in the manner herein provided; and the covenants, conditions and agreements herein being all and singular kept, fulfilled and performed by Lessee, Lessee shall lawfully, peaceably and quietly hold, occupy and enjoy said premises during the term herein granted, without any let, hindrance, ejection or molestation by Lessor, or any person claiming under Lessor, and that said premises are free and clear of all encumbrances whatsoever. In event of any default by Lessor, all costs and expenses, including advancements, court costs and attorney's fees, incurred by Lessee in protecting the rights herein granted, shall be repaid by Lessor to Lessee upon demand, and until repaid to Lessee such expenditures, so made by Lessee, shall bear interest at the rate of 6% per annum.

12. Lessee shall have the right to paint any buildings, structures and/or improvements of Lessor situated upon the leased premises in accordance with the color scheme or combination now or hereafter used by Lessee at its service stations generally.

13. Lessee shall have the right to assign this lease or sublet the leased premises, and the terms, conditions and covenants hereof shall extend to, be binding upon and inure to the benefit of the successive heirs, executors, administrators, successors and assigns of the parties hereto, respectively, and shall run with the land, but no assignment or subletting by Lessee shall relieve Lessee of any of the obligations herein contained on the part of Lessee to be kept and performed. No assignment of Lessor's rights hereunder shall be binding on Lessee until Lessee has received a certified copy of the instrument effecting such assignment.

(CONTINUED ON NEXT PAGE)