

Lessee warrants that it will save Lessor harmless from any liability on account of payroll taxes, compensation insurance, necessary permits, and other expenses or claims of every character arising out of the construction of said building or buildings to be constructed on the demised premises. It is further understood and agreed that Lessee is to pay all bills of contractors, sub-contractors, mechanics, laborers, material, men and other items of like characters, and will indemnify Lessor against all legal costs and charges, including counsel fees, reasonably incurred, in and about the defense of any suit in discharging the said premises or any part thereof from any liens, claims of any third party, judgments or incumbrances caused and suffered by the Lessee.

Lessee shall not have authority to create any lien for labor or material on the Lessor's interest in the above-described property; and all persons contracting with the Lessee for the erection, installations, alteration or repair of the building or buildings for the improvements on the above-described premises, and all materialmen, contractors, mechanics and laborers are hereby charged with notice that they must look to Lessee and to the Lessee's interest only in the above-described property to secure payments of any bill for work done or for material furnished during the term of this Lease.

VIII. Lessor hereby grants unto Lessee the right of occupying and using the demised premises for the purpose of a drive-in gasoline filling and service station and car wash, but this shall not preclude its use for any other lawful purpose.

Lessor further grants unto Lessee the right to improve, add to, change, raze, alter or handle the demised premises in any reasonable manner that Lessee may deem desirable, including the right to erect thereon a drive-in gasoline filling and service station and car wash of such style and design as Lessee, in its sole discretion, may elect, and the right to erect, install, maintain and operate on the demised premises, on, under and above the ground, such buildings, improvements, additions and equipment, tanks, driveways, signs, advertising devices, floodlights and other trade fixtures as Lessee, in its absolute discretion may deem desirable.

In the event Lessee shall exercise the right granted in this Paragraph to change, raze, alter or handle the premises as Lessee may elect, upon the termination of this Lease, any buildings, improvements or additions made by it shall become the property of Lessor.

It is further understood and agreed that all equipment, signs, advertising devices, floodlights and other trade fixtures installed under the authority of Lessors herein granted shall always be and remain the personal property of Lessee and may be removed by Lessee at any time; provided that Lessee shall repair or reimburse the Lessor for the cost of repairing any and all damage resulting to the demised premises from the removal of such personal property. All other fixtures and equipment which are permanently attached to the buildings or building or the premises shall become and remain the property of the Lessor.

IX. Lessee covenants and agrees, at Lessee's cost and expense, to make such repairs to the demised premises as may be required from time to time, and subject to the provisions of Paragraph VII above and to peaceably and quietly quit and surrender the demised premises to Lessor at the end of the term of this Lease, or any renewal hereof, in good condition, ordinary wear and tear and casualty excepted.

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