

3. *Assignment of Lessor's Interest.* Lessor may at any time and from time to time assign to any person, firm or corporation (herein called "Assignee"), by way of pledge or otherwise, any or all of the rights (in whole or in part) of Lessor under this Lease. Any Assignee may enforce any and all of the terms of this Lease, to the extent so assigned, as though such Assignee had been a party hereto. No action or failure to act on the part of Lessor shall adversely affect or limit any rights of any Assignee. No assignment shall release Lessor from any of its obligations under this Lease or constitute an assumption of any such obligations on the part of any Assignee.

4. *Alterations, Additions and Substitutions.* Lessee shall have the right at any time during the term hereof to alter, remove and dispose of, free and clear of any right or claim of Lessor, any Marketing Facilities, and to erect such other equipment, facilities or improvements on lands subject hereto, as it may see fit, to install on or in the Properties additional equipment or facilities and to alter, remove and dispose of the same at will. Lessee shall have the right at any time to remove from any of the Properties and dispose of, free of any right or claim of Lessor, any buildings covered by this Lease at the effective date hereof or substituted for buildings so existing and covered, upon substituting therefor other buildings of substantially the same then net book value.

5. *Destruction or Damage.* If, during the term hereof, any part of the buildings hereby leased shall be destroyed or damaged from any cause, Lessee shall have the right, but shall not be obligated, to rebuild or repair the same at its own risk and expense. Lessor shall be under no obligation to rebuild, replace, maintain or make any repairs to any of the buildings, but the rentals and other sums payable hereunder shall not be abated, deferred or diminished as the result of damage to or destruction of any such buildings.

6. *Maintenance.* Lessee has received the Properties in good order and condition and, subject to the provisions of paragraphs 4, 5 and 10, shall keep them in the same order and condition, ordinary wear and tear excepted, during the term hereof.

7. *Taxes and Other Charges.* During the term hereof, Lessee shall render for taxation, in Lessor's name, and pay as additional rental all ad valorem taxes, assessments, impositions or other similar charges lawfully assessed against the Properties, and all miscellaneous taxes lawfully assessed against Lessor or its business, except such taxes for the payment of which Lessee is obligated to lend money to or for the account of Lessor as provided in paragraph 2. Lessee, its assignees and sublessees shall comply with all valid Federal, state, county and municipal laws, rules, regulations and ordinances affecting the Properties or the Marketing Facilities or the use thereof.

Lessee will furnish to Lessor and any Assignee, upon written demand by Lessor or such Assignee, proof of the payment of any tax, assessment, imposition or other similar charge on any of the Properties that is payable by Lessee as in this paragraph 7 provided.

8. *Indemnification and Insurance.*

(A) Lessee will protect, indemnify and save harmless Lessor from and against: (1) any and all liability, damage, expense, causes of action, suits, claims, demands or judgments of any nature whatsoever arising from injury to persons or property on any of the Properties, or in any manner growing out of or connected with the use and occupancy of the Properties or resulting from the condition of the Properties during the term of this Lease, and (2) any liability for violation of conditions, agreements, restrictions, laws, ordinances or regulations affecting the Properties or the ownership, occupancy or use thereof.

(B) Lessee will carry, during the term of this Lease, insurance under valid and enforceable policies issued by insurers of recognized responsibility and authorized to do business in the states