

days; or if Lessee shall commence as debtor any proceedings under any bankruptcy, insolvency, reorganization, readjustment of debt, dissolution or liquidation law or statute of the Federal government or any state government or any subdivision of either now or hereafter in effect; or if any such proceedings shall be commenced against Lessee, or any such trustee or receiver shall be appointed, and Lessee shall by any act or failure to act indicate approval of, consent to, or acquiescence in, such proceedings or in the appointment of any such trustee or receiver; or if any such proceedings brought against Lessee shall be approved by any court or shall remain undischarged for 30 days; or if any warrant of attachment shall be issued against any substantial part of the property or assets of Lessee, and shall not be released within 30 days after its levy; or if any substantial obligation or liability of Lessee for borrowed money or any substantial indebtedness of Lessee on any lease shall become or be declared due and payable prior to its stated maturity date or date when payment thereof would otherwise be due; then, in any such event, this Lease shall forthwith terminate upon written notice to that effect to Lessee by Lessor or any Assignee, and Lessee shall immediately vacate the Properties and deliver possession thereof to Lessor, but nevertheless Lessee shall remain liable for the unpaid rentals and all other sums payable by Lessee hereunder, as such rentals or other sums shall become due. There shall be credited against such unpaid rentals and other sums the net proceeds realized from the leasing of the Properties to any third party during the remainder of the term of this Lease, after first deducting from such proceeds all costs and expenses incurred in connection with such leasing, including, without limitation, attorneys' fees, brokerage and expenses of keeping the Properties in good order or preparing the same for leasing. Lessor shall have the right (but shall not be obligated) to lease the Properties before proceeding against Lessee on Lessor's claim for unpaid rentals and other sums due hereunder.

12. *Discontinuance of Operations.* If at any time during the term of this Lease, because of obsolescence, shift in business, highway relocation or other causes, it becomes impracticable or uneconomical in Lessee's opinion to profitably operate any of the Properties subject to this Lease, Lessee may require Lessor to convey any of such Properties to Lessee, *provided* that, if Lessee requires Lessor to convey to Lessee Properties aggregating a net book value exceeding \$200,000, the conveyance of such Properties (to the extent that the net book value thereof exceeds \$200,000) shall be conditioned upon Lessee conveying to Lessor substitute properties of a similar character, located in such of the states listed in the second paragraph of this Lease as Lessee may choose, and having a fair market value equal to or exceeding the amount by which the net book value of the Properties conveyed or to be conveyed by Lessor to Lessee exceeds or will exceed \$200,000. Upon such substitution such substitute properties conveyed by Lessee to Lessor shall become subject to this Lease, and such Properties conveyed by Lessor to Lessee shall become free and clear of this Lease. From time to time after any such substitution and conveyance Lessee, Lessor and any Assignee will execute, deliver and record or file, at Lessee's expense, such amendments to this Lease and other appropriate instruments as reasonably may be requested by any of them in order further to assure Lessor's title to such substituted properties and the subjection thereof to this Lease and in order further to assure Lessee's title to such Properties conveyed by Lessor to Lessee and the release thereof from this Lease and from any assignment hereof to any Assignee. The value of such substitute properties and such Properties so conveyed shall be determined as of the time of conveyance. The rentals and other sums payable hereunder shall not be abated, deferred or diminished on account of any conveyance or substitution provided for in this paragraph or any action taken or omitted by Lessee, Lessor or any Assignee in connection therewith.

13. *Counterparts.* This Lease has been executed and delivered in numerous counterparts, but it is intended that all counterparts together shall constitute only one Lease. For recording purposes, only the description of the lands in each particular county shall be included in Schedule 1 of the counterpart hereof to be filed or recorded in each such county.

14. *Notices.* All notices and other communications given pursuant to this Lease to Lessor and Lessee shall be in writing and may be delivered to them by mail, telegraph or messenger, at their