

insurance, arising with respect to the underground storage tanks located on the Property, except such claims, causes of action, liabilities and expenses as arise as a direct result of any act or omission of Lessee. Lessor hereby agrees to indemnify Lessee and to save it harmless from any damage or expense (including but not limited to attorney's fees) that may be caused by Lessor's breach of the above representations, warranties and covenants. In the event any breach of the above representations, warranties and covenants shall deprive Lessee of substantial enjoyment of the Property for the purposes aforesaid, Lessee may elect to terminate this Lease upon ten (10) days notice to Lessor. Upon the effective date of a termination by the Lessee pursuant to this paragraph, the parties hereto shall have no subsequently arising rights or obligations hereunder, but such a termination shall not affect any right or remedy that a party hereto may have with respect to any breach of this Lease by the other party prior to such termination.

12. Default. If Lessee shall default in the payment of rent or in the performance of any of the obligations of Lessee set forth herein, and shall remain in such default for a period of fifteen (15) days after written notice of such default from Lessor to Lessee, then this Lease shall cease, at the option of Lessor, and become null and void insofar as Lessee's rights of occupancy of the Property are concerned, and Lessor may enter and take complete possession of the Property after the expiration of said thirty (30) day period. The foregoing shall be in addition to, and not in lieu of, any other rights and remedies to which Lessor

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