

As a part of the consideration for said Lease Agreement, the Lessee hereby covenants and agrees:

(1) That for the duration of this Lease Agreement, the Lessee will cause to be kept due and adequate records showing all gross wholesale and retail gasoline sales made on the leased premises, and the Lessor, or its agents, shall have the right to inspect the Lessee's records with reference to said sales at any time any rental sums are due and payable hereunder.

(2) That it will not do or permit anything to be done which might render void or voidable any policy for the insurance of the premises against fire.

(3) That it will not assign this lease or sublet the leased premises, in whole or in part, without the Lessor's written approval.

(4) That the Lessee will make no material alteration of the leased premises hereafter without first securing the Lessor's written consent and, at the termination hereof, will deliver up the premises in as good condition as the condition in which said premises now exist, reasonable wear and tear and damage by fire alone excepted.

(5) That should it fail to pay the rent or other charges herein provided within fifteen (15) days after the same shall become due, or fail and neglect to carry out any of the covenants and agreements herein set forth, the Lessor may, at its option, either declare the rental for the entire term immediately due and payable and proceed to collect the same, or declare this lease terminated and take immediate possession of the premises, collecting rents up to the time of taking possession.

(6) That Lessee will furnish, at its own expense, such heat, lights and water and all other costs and expenses, exclusive of taxes, assessments and insurance, as it may require during the term hereof.

THE LESSOR HEREBY COVENANTS AND AGREES:

(1) That it will make any necessary repairs to the roof or outside walls of the leased premises within a reasonable time after such necessity is called to its attention, but shall not be liable for any damages resulting to the Lessee's property until it has had a reasonable opportunity to make such repairs.

(2) That it will pay all taxes and assessments levied against the real estate during the life of said lease.

IT IS MUTUALLY COVENANTED AND AGREED:

(1) Should the premises, or any substantial part thereof, be destroyed or

(Continued on next page)