

(4)—Ownership and Removal of Buildings and Property. All buildings, improvements, fixtures, equipment, and other property owned by the lessee, or erected or placed on said premises by lessee during the term of this lease, or any extension or renewal thereof, shall be the property of and belong exclusively to the lessee, free from any liens or encumbrances. It is understood that the lessee has the right to remove or replace buildings, fixtures, aboveground equipment, underground tanks and other removable property at any time during the term of this lease at its sole discretion, and that upon the termination of this lease as herein provided or otherwise, the lessee shall have the right to sever and remove from said premises all buildings, improvements, fixtures, equipment and other property owned by the lessee or erected or placed upon said premises by the lessee. It is understood, however, that the lessee is under no obligation to remove the same or any part thereof, but that in the event of lessee's failure to do so within thirty (30) days after the date of the termination of this lease, such buildings and improvements not removed from said premises shall become the sole property of the lessor.

(5)—Lessee's Right of Termination. Should the business of distributing petroleum products on the whole or any part of said premises be prevented due to any law, ordinance or regulation by any public authority or due to any restriction on said premises and said restriction not be removed within ninety (90) days from the date thereof, then, in either of such events, Lessee may terminate this lease upon giving Lessor thirty (30) days written notice of termination, in which event Lessee shall be relieved of all obligations under this lease, including all liability for rent from the date the conduct of such business was so prevented.

(6)—Condemnation. Should said premises, or a part thereof sufficient in Lessee's judgment to render the remainder unsuitable for a gasoline service station, be taken or condemned for public use, then Lessee may cancel and terminate this lease upon giving Lessor thirty (30) days written notice. Lessee reserves the right to claim compensation for its interest in premises so taken or condemned out of any settlement or award to be made. If, during the term of this lease, a part only of said premises be taken or condemned for public use and if Lessee does not elect to cancel and terminate this lease because of such taking, the monthly rental thereafter to be paid shall be reduced in direct proportion to the area taken and Lessee may continue in possession of the reduced premises at said reduced rental.

(7)—Damages for Defect in Title. (a) Lessor covenants that he is well seized of said premises, has good right to lease the same, that said premises are free and clear of all liens or encumbrances, except as hereinafter set forth, and warrants and agrees to defend the title thereto; and at lessor's own expense agrees to furnish lessee with an abstract of title or a title policy brought down to date; and to reimburse and hold lessee harmless from all damages and expenses which lessee may suffer by reason of any restriction, encumbrance or defect in such title.

(b) Liens and Encumbrances: **None**

(c) Lessor agrees to deliver to lessee within a reasonable time a title policy commitment showing good and merchantable title in lessor to the premises hereby leased. The lessee shall be allowed thirty (30) days after the delivery of title policy commitment in which to examine and to either accept same by written notice to lessor, or to notify lessor in writing of any valid objections found thereto. Lessor shall have thirty (30) days after notice in writing of such objections, if any, in which to remove same. In the event lessor fails to satisfy said title objections lessee shall have the option to waive the same or relinquish the lease by so notifying lessor in writing.

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(8)—Destruction by Fire, etc. If, by fire, earthquake, the elements or any cause not due to lessee's negligence, the improvements now or hereafter existing on said premises are destroyed or so damaged as materially to interfere with the business of lessee and/or its sub-tenants, or any of them, lessee shall have the right at its option, to be exercised within ten (10) days after such event, to terminate this lease and shall be thereupon released from all further obligations hereunder. Such termination shall be effective as of the date of such destruction or damage and lessor shall repay to lessee any rentals paid in advance for the time subsequent to such damage or destruction.

(9)—Taxes. Lessee agrees to pay all general taxes (exclusive of special assessments) assessed on the land and improvements for any period falling within the term of this lease and a proper pro rata part of any such taxes assessed thereon for any period falling partly within said term, within a reasonable period after receipt of tax bills from lessor. Lessee reserves the right, however, at its own cost and expense, to contest any tax or assessment which it deems to be improper or unreasonable and upon written notice to such effect from lessee, lessor agrees to cooperate or join with lessee in any application or proceeding to contest or judicially review any such tax or assessment referred to in said notice.

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