

operate its petroleum products marketing business to sell or otherwise dispose of all or part of the equipment leased, then in that event, LESSEE is authorized to sell or dispose of such equipment, and LESSOR hereby expressly and irrevocably appoints LESSEE its agent with authority to execute Bills of Sale or other instruments necessary to convey title to such equipment to the prospective purchaser, or purchasers thereof, and agrees that Bills of Sale or other instruments of transfer so executed by LESSEE shall constitute a complete and valid transfer of title to such purchaser or purchasers, or, at LESSEE'S discretion, LESSEE shall have the right to require that such Bills of Sale shall be executed and delivered by LESSOR or by any agency appointed by LESSOR and vested with sufficient power so to act, and the rentals herein provided shall not be diminished by reason of any such sale or other disposition, nor shall LESSEE be required to replace any such equipment so sold or otherwise disposed of, nor shall LESSEE make an accounting to LESSOR for all or any portion of the equipment that is so sold or disposed of, including equipment sold or scrapped due to obsolescence or wear. It is provided, however, that the proceeds of any sale as above described shall be applied by LESSEE to the payment of the rents stipulated hereunder.

Subject to the provisions of Paragraph 10 hereof, in the event of LESSEE'S exercise of its right to sell or otherwise dispose of automotive equipment, as aforesaid, LESSOR shall, upon demand, execute and deliver to LESSEE the appropriate certificates of title to such automotive equipment or other instruments necessary to effect such sale.

In the event of the exercise of the Option to Purchase provided for in Paragraph 7 hereof, LESSOR agrees that it will execute and deliver to LESSEE, or its assigns, good and sufficient Bills of Sale to so much of the equipment leased as remains in the hands of LESSEE at the time said option is exercised.

10.

TITLE TO AUTOMOTIVE EQUIPMENT

Where permissible under the applicable law, LESSOR will, for the purpose of operation only, as soon as is practical, execute in favor of and deliver to LESSEE such instruments as are necessary and appropriate under the applicable laws to transfer to LESSEE title to all automotive equipment leased hereby, and will take such other action as is necessary to effectuate a complete and valid transfer