

satisfactory to LESSOR and authorized to do business in the States of Florida, Georgia, North Carolina and South Carolina, and shall provide for payment for loss thereunder to LESSOR and LESSEE, as their respective interests may appear.

Notwithstanding anything contained herein to the contrary, since the rentals provided in this lease are absolute, in the event of loss under any such policies, the insurance proceeds shall be paid to LESSEE, who shall be the sole judge in determining whether or not to repair, rebuild or replace the buildings, improvements, equipment or other property that is the object of such loss. Should LESSEE elect not to repair or rebuild the improvements, or not to repair or replace any of the equipment or other property damaged or destroyed, LESSEE shall retain such insurance proceeds and shall apply same to the payment of the rents stipulated hereunder.

LESSEE will furnish at its own expense any motor vehicle liability insurance required by law. LESSEE will defend, indemnify and hold harmless the LESSOR, its successors and assigns, from any and all claims, demands, suits and judgments relating to, or arising out of LESSEE'S use or operation of any and all of the property leased hereby.

16.

USE OF THE LEASED PROPERTY

The property leased hereby may be used for the operation of a terminal, bulk station or gasoline service station, for the storage and sale of petroleum products and such other products as are customarily stored and sold at terminals, bulk stations, gasoline service stations, or for any other lawful purpose (including but not limited by the foregoing particulars) ordinary to the activities of marketing, storing or distributing petroleum products and such accessory products as are customarily marketed therewith.

This paragraph shall not be construed as a restriction of the use of the property leased.

17.

COMPLIANCE WITH LAWS

LESSEE agrees to comply with all applicable laws, ordinances and regulations of duly constituted public authorities which in any manner affect the leased property or passways adjacent to the real estate leased hereby and to hold the LESSOR

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