

time within thirty (30) days after Lessee's receipt of notice of said offer. Within thirty (30) days after such exercise, Lessor and Lessee shall enter into a written lease at the same rent and upon the same terms and conditions as are contained in said offer. If Lessee fails to exercise said option to lease and for any reason Lessor shall not thereafter lease the premises to the party or parties making said offer at the rent and upon the terms and conditions thereof, the foregoing conditional prohibition against Lessor's lease of the premises shall continue in full force and effect and Lessee's prior right to lease shall apply to any new offer to lease the premises or any part thereof, all as more particularly provided above.

7. TAXES AND ASSESSMENTS — Lessee agrees to pay all charges for water, gas and electric current consumed on the premises, all license fees and occupation taxes applicable to the business conducted by Lessee thereon and all taxes on property owned by Lessee upon the premises. Lessor agrees to pay all other taxes, assessments, betterments and other obligations of Lessor which are or may become a lien on the premises.

8. IMPROVEMENTS AND MAINTENANCE. — (a) Lessee may move, remove or alter any curbing, pavement, driveway, tank, machinery or other equipment now or hereafter placed upon the premises and may with the consent of Lessor (which shall not be unreasonably withheld) move, remove, or alter any building heretofore constructed on the premises. Lessee may at Lessee's expense construct, build and place upon the premises any improvement, building, structure, curbing, pavement, driveway, tank, machinery or other equipment that shall in Lessee's opinion be necessary or desirable for Lessee's use of the premises, and may perform any and all acts necessary for the conduct of such business as Lessee may desire on the premises. All improvements, buildings, structures, tanks, machinery, equipment and all other property owned by Lessee heretofore or hereafter placed upon the premises, whether or not annexed to the land or improvements, shall remain the personal property of Lessee, and Lessee shall have the right and privilege (but shall be under no obligation) to remove such property. Upon the expiration or termination of this lease, Lessee shall have a period of thirty (30) days within which to remove such of Lessee's property as Lessee desires to remove or to negotiate its sale to an incoming tenant or supplier. The leaving of such property on the premises during said thirty (30) day period shall not make Lessee liable for storage charges or rent, and shall not constitute a holdover tenancy.

(b) Lessor shall at Lessor's expense keep the automotive service station well painted in accordance with specifications of Lessee, and shall repaint it at least each third year during the term of this lease. Lessor shall also promptly make all other repairs to the premises, including (but not limited to) repairs and improvements required by public authority. Notwithstanding the foregoing, Lessee shall be responsible for any damage or destruction to the premises caused by the negligence of Lessee, its agents, employees, or sublessees, and shall be subrogated to all rights of Lessor under any policy of insurance in force covering such damage or destruction. In case the premises in Lessee's opinion are rendered unfit for operation as an automotive service station by reason of fire, storm, explosion or any other cause, no rent shall accrue or is to be paid from the beginning of such unfitness until the premises are put into tenantable condition by Lessor and Lessee is able to use the premises for the purposes herein described. If Lessor defaults in performing Lessor's obligation to paint or to make repairs, improvements or restoration, Lessee may at Lessee's election either terminate this lease by giving notice to Lessor, or Lessee may have such painting, repairs, improvements or restoration done for the account of Lessor, in which event Lessor shall pay Lessee upon demand the expense thereof, together with interest thereon at the highest rate permitted by law, but not exceeding seven per cent (7%) per annum. If Lessor fails to make such reimbursement to Lessee, Lessee may deduct from any rent accruing hereunder such amounts as may be necessary to reimburse Lessee. Should the initial term of this lease and extensions thereof which become effective expire before such sums with interest have been fully paid to Lessee, Lessee may continue to occupy the premises on the terms and conditions herein provided until such sums with interest have been fully offset against rent.

9. SUBLETTING — Lessee may sublet all or any part of the premises, but no such subletting shall release Lessee from Lessee's obligations hereunder.

10. DEFAULT — Lessor agrees not to exercise any landlord's remedies against Lessee by reason of any default unless and until Lessor shall have given to Lessee notice specifying the default, and unless Lessee shall have failed to remedy such default within a period of thirty (30) days from the giving of such notice. Remedies provided in this lease are not exclusive, and for any breach of this lease the injured party may pursue any other remedy available at law or in equity.

11. WAIVER — No waiver by either party of any breach of any of the covenants or conditions herein contained to be performed by the other party shall be construed as a waiver of any succeeding breach of the same or any other covenants or conditions.

12. EMINENT DOMAIN — If the premises or any part thereof shall be taken by or pursuant to governmental authority or through exercise of the right of eminent domain or sold under threat thereof, or if a part only of the premises is so taken or sold and the balance of the premises in the opinion of Lessee is not suitable for the operation of an automotive service station and such business related thereto as has been conducted on the premises; or if by the closing, relocation, or change of grade of any street or highway adjoining the premises, or by deprivation or limitation of any access thereto or therefrom the premises in the opinion of Lessee are rendered unsuitable for the operation of an automotive service station and such business related thereto as has been conducted on the premises, Lessee may elect to terminate this lease by giving notice to Lessor, or Lessee may continue in possession of the remaining portion of the premises, in which event the rent hereunder and any option purchase price shall be reduced in proportion to the reduction in the area of the premises. Nothing herein shall be deemed a waiver of the sole right of Lessee to any award for damages to Lessee or to Lessee's leasehold interest arising from such sale or caused by such taking, whether made separately or as part of a general award. Lessor hereby assigns to Lessee such portion of Lessor's award (or sum payable to Lessor in lieu thereof) as may be necessary to reimburse Lessee for any amount owed by Lessor to Lessee under the provisions of this lease.

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