

substitute any of the loaned equipment without first receiving SELLER's consent.

10. At the termination of this Agreement, SELLER shall have thirty days to remove any such loaned equipment from the premises, including any underground tanks or equipment which may have become affixed to the realty, but SELLER shall be under no obligation to BUYER or the owner of the premises to remove any part or all of such loaned equipment.

11. BUYER agrees to indemnify and save SELLER harmless from any claims and suits for any personal injury, loss of life and property damage arising out of any fire, explosion, or pollution, caused by or resulting from any gasoline or other products sold hereunder, or arising out of or caused by the use of said loaned equipment, by BUYER, or third persons, or from any mechanical failure, leaks, defects in same whether they be patent or latent, said indemnification to include all costs, counsel fees, expenses and liabilities incurred in connection with any such claims or suits, the investigation thereof, or the defense of any action or proceeding brought thereon, and also from orders, judgments and decrees that may be entered in connection therewith.

12. This Agreement shall not be assignable by BUYER without consent of SELLER, but BUYER agrees that SELLER has the privilege to assign all of its rights hereunder without consent of BUYER. In the event BUYER sells or assigns the place or places of business covered by this Agreement, at the option of SELLER the terms of this Agreement shall be binding upon BUYER's successors and assigns.

13. Violation of any of the terms of this Agreement by either party shall give the other party the right to cancel this Agreement without notice and without liability.

14. This Agreement is terminable at the option of SELLER upon the occurrence of any of the following events: (a) insolvency of the BUYER; (b) bankruptcy of the BUYER; (c) death of the BUYER; (d) failure of BUYER to market gasoline regularly; (e) degrading, pollution or adulteration of gasoline and other products by BUYER; (f) abuse of loaned equipment by BUYER; and (g) failure of BUYER to operate at all times a clean and respectable place of business.

15. This Agreement is terminable at the option of BUYER upon the occurrence of any of the following events: (a) insolvency of the SELLER; and (b) bankruptcy of the SELLER.

16. Seller also agrees to surface treat the driveway at the business of the buyer.