

remove its equipment and all improvements owned or placed by it on the premises. Lessor further agrees that if lessee should be made a party in any legal proceeding affecting the lessee's right of continuous and quiet possession the lessor will reimburse the lessee for any reasonable attorney fees or other expense incurred by lessee in defending its right under this lease, and any such expenses may be applied by lessee upon rental due or to become due.

-7-

The lessor agrees to pay all taxes and assessments and charges of all kinds upon the land and buildings and improvements thereon and shall furnish evidence satisfactory to Lessee that such taxes and assessments and charges have been paid, and further agrees to keep the buildings and improvements in good condition and repair during the term of this lease or extension thereof at lessor's own expense. If the lessor should fail to make said repairs upon notice to lessor that said repairs are necessary, then the lessee may cause same to be made for the account of the lessor. Should the lessor at any time default in the payment of any taxes, assessments, lien, mortgage, or other charge against the premises, then the lessee may, at its option, pay any or all of such sum in default and be subrogated to the rights and liens of the lien-holder to the extent of said payments thereon. Any payments made by the lessee for the foregoing reasons may be applied on the rental due or to become due under the terms of this lease. The lessee shall pay the taxes on its personal property and equipment on the leased premises.

-8-

It is understood and agreed that if by reason of any law, ordinance, or regulation, or by injunction, or otherwise, Lessee is prevented from using all or any part of the property herein leased as a service station for the sale and storage of gasoline and petroleum products, or if the use of the premises for the purposes herein permitted shall be in any manner restricted, or should any Governmental authority refuse at any time during the term or extension of this lease to grant such permits as may be necessary for the installation of reasonable equipment or the operation of said premises as a service station the lessee may, at its option, surrender and cancel this lease and remove its improvements and equipment from said property and be relieved from the payment of rent or any other obligation as of the date of such surrender. It is further understood and agreed, in addition to the above and anything herein to the contrary notwithstanding, that if the demised premises or any part thereof is taken by condemnation or appropriation proceedings, all or any part of the award or consideration to which Lessor may be entitled as the result thereof, shall upon Lessee's demand, be paid to the Lessee, and the Lessee in turn shall cause the same to be applied to the payment in whole or in part of the note referred to in Paragraph 17 of this lease agreement, and any balance not so applied shall be returned to Lessor provided that if Lessor is indebted to Lessee such balance shall be applied to payment of such indebtedness and any excess returned to Lessor.

C.H.R.
E.E.R.
J.R.
L.R.
W.R.
L.R.