

-9-

The Lessor covenants that at the time of the execution of this lease lessor is the owner of the demised premises, has full right to lease the same for the term aforesaid, and will put lessee in actual possession of the premises at the beginning of the said term.

-10-

Lessee shall have the right and privilege to assign this lease or sublet said premises in whole or in part, for the whole or any part of the term of this lease, or any extension thereof, upon such terms as to it shall seem best.

-11-

Lessor shall provide insurance under a form of insurance policy approved by lessee covering fire and extended coverage insurance for the full replacement value, less normal depreciation, of any and all buildings located on said premises, and all fixtures belonging to and constituting a permanent part of said building or buildings; the original policies of insurance shall be delivered to lessee and shall include a provision that loss or damage under them shall be adjusted with, and payable to lessee as its interest may appear, with the agreement that in the event of destruction or damage of the premises by fire or otherwise the lessor shall immediately rebuild, replace or repair the buildings on the property, and all fixtures belonging to and constituting a permanent part of said building or buildings; having the right to use the proceeds of such insurance therefor. Should the lessor fail to rebuild, replace or repair said buildings, and all fixtures belonging to and constituting a permanent part of said building or buildings; then, at the option of the lessee, lessee may rebuild, replace or repair same and reimburse itself out of such insurance proceeds or at its option use such proceeds to pay off all or part of the balance then owing on said note mentioned in Paragraph 17 and cancel this lease as of the date of destruction or damage, in which case lessor shall repay lessee the amount of rental paid after such destruction or damage. In the event the buildings, and all fixtures belonging to and constituting a permanent part of said building or buildings are rebuilt, replaced or repaired, lessee shall continue to pay the monthly rentals provided herein while the work of repair or rebuilding continues, but as compensation therefor, if it has been unable to use the premises as a gasoline service station because of such damage, destruction, rebuilding, replacing or repair, this lease shall continue in effect beyond the term or extensions thereof as provided hereinabove for a period of time equivalent to the period during which it was so deprived of the use of the premises, and no rental shall be due from lessee during such continuation of this lease.

-12-

It is agreed that the lessor shall not terminate the lease for or on account of the failure of the lessee or its sublessees or assigns to pay any monthly rental when due, or to comply with any other terms of this lease, without first giving the lessee a written notice of the intention to so terminate or cancel this lease, not less than thirty (30) days prior to such cancellation or termination. If during the said thirty (30) day period the lessee, its sublessee or assigns shall pay said rental installment or comply with the term or condition of the lease stated in said notice, then the right of the lessor to cancel or terminate the lease for the cause mentioned shall cease and be of no effect.