

4. *Alterations, Additions and Substitutions.* Lessee shall have the right at any time during the term hereof to alter, remove and dispose of, free and clear of any right or claim of Lessor, any Marketing Facilities, and to erect such other equipment, facilities or improvements on lands subject hereto, as it may see fit, to install on or in the Properties additional equipment or facilities, and to alter, remove and dispose of them at will. Lessee shall have the right at any time to remove from any of the Properties and dispose of, free of any right or claim of Lessor, any buildings covered by this Lease at the effective date hereof or substituted for buildings so existing and covered, upon substituting therefor other buildings of substantially the same then net book value.

5. *Destruction or Damage.* If, during the term hereof, any part of the buildings hereby leased shall be destroyed or damaged from any cause, Lessee shall have the right, but shall not be obligated, to rebuild or repair the same at its own risk and expense. Lessor shall be under no obligation to rebuild, replace, maintain or make any repairs to any of the buildings, but the rentals shall not be abated, deferred or diminished as the result of damage to, or destruction of, any such buildings.

6. *Maintenance.* Lessee has received the Properties in good order and condition and, subject to the provisions of paragraphs 4, 5 and 10, shall keep them in the same order and condition, ordinary wear and tear excepted, during the term hereof.

7. *Taxes and Other Charges.* During the term hereof, Lessee shall render for taxation, in Lessor's name, and pay, as additional rental, all ad valorem taxes, assessments, impositions or other similar charges lawfully assessed against the Properties, and all miscellaneous taxes lawfully assessed against Lessor or its business, except such taxes as are excepted from Lessee's obligations as provided in paragraph 2. Lessee, its assignees and sub-lessees shall comply with all valid Federal, state, county and municipal laws, rules, regulations and ordinances affecting the Properties or the use thereof.

Lessee covenants to furnish to Lessor and Assignee upon written demand by Lessor or Assignee proof of the payment of any tax, assessment, imposition or other similar charge on any of the Properties that is payable by Lessee as in this paragraph 7 provided.

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