

the liabilities and expenses referred to in the preceding clauses (i), (ii), (iii) and (iv). In the event any of Lessor's liabilities referred to in the preceding clauses (i), (ii) and (iv) are not discharged in full when due and payable, Lessee shall forthwith pay to the person or persons to whom such liabilities are owing an amount sufficient to discharge the same in full notwithstanding that Lessee shall theretofore have paid any amounts to Lessor under this paragraph B or under similar provisions of any other Lease on account of such liabilities.

The sum set forth in Section 2(A) is hereinafter sometimes referred to as and shall be "basic rental", and the sums set forth in Sections 2(B), 3, 6 and 7.4 are hereinafter sometimes referred to in the aggregate as and shall be "additional rental". Said "basic rental" and said "additional rental" are hereinafter sometimes referred to collectively as "rental" or "rentals".

It is the agreement of the parties hereto that Lessee shall bear all risk of damage or destruction, in whole or in part, to the Properties or any part thereof, including, without limitation, any loss, complete or partial, or interruption in the use, occupancy or operation of the Properties, or any matter or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Properties or the compliance by Lessee with any of the terms of this Lease. The assumption of such risk by Lessee and the obligation and covenant of Lessee nevertheless to pay all the rentals herein provided for and to perform each and all of the other terms and conditions of this Lease, constitutes a valuable consideration to Lessor for this Lease. In furtherance of the foregoing, but without limiting any of the other terms of this Lease, it is understood and agreed that this Lease shall not terminate nor shall Lessee be entitled to any abatement, in whole or in part, of any of the rentals or any other sums payable by the Lessee hereunder by reason of any damage to or destruction of the Properties or any part thereof, or any alienation, discontinuance of use or operation or substitution of Properties or any part thereof pursuant to Section 3 hereof, or any condemnation or prevention from any cause whatsoever of the use or occupancy of the Properties, in whole or in part, and whether or not resulting from any restriction or requirement of law, ordinance, rule or regulation of any public body or authority having jurisdiction in the Properties (whether relating to the use or occupancy of the Properties or the quality, character or condition of the structures, buildings, improvements, and equipment thereon or otherwise), or for any other reason whatsoever.

Lessee also acknowledges that it has examined the Properties herein described and any and all improvements or structures thereon and Lessor's title thereto prior to the making of this Lease and knows the condition thereof, and accepts the same in said condition, that no representations as to the condition thereof have been made by representatives of Lessor, and that Lessee in entering into this Lease is relying solely upon its own examination thereof. Lessor shall not be liable to Lessee for any damages resulting from failure or any defect in Lessor's title which interferes with, prevents or renders burdensome the use or occupancy of the Properties or the compliance by the Lessee of any of the terms of this Lease, or from delay in obtaining possession of all or any part thereof from any cause whatsoever, and no such failure or defect in the Lessor's title or delay shall terminate this Lease or entitle Lessee to any abatement, in whole or in part, of any of the rentals or any other sums provided to be paid by Lessee pursuant to any of the terms of this Lease.

SECTION 3. Alterations, Additions and Substitutions. Lessee shall have the right at any time during the term hereof to alter any buildings or structures hereby leased and to erect such other improvements on lands subject hereto, as it may see fit, to install on or in the Properties additional equipment and facilities, and to remove such additional equipment and facilities 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 equipment or facilities of any kind, whether personal property or fixtures existing and covered by this Lease at the effective date hereof or substituted for equipment or facilities so existing and covered, upon substituting therefor like equipment or facilities of substantially the

same value and utility. Lessee shall also have the right at any time to remove from any of the Properties and dispose of, free of any right or claim of Lessor, equipment or facilities of any kind existing and covered by this Lease at the effective date hereof or substituted for equipment or facilities so existing and covered, which in the opinion of Lessee are worn out or obsolete or not essential to the efficient operation of the Property on which located, without substituting like equipment or facilities therefor, if the market value of such Property at such time is not thereby reduced substantially; and provided, that the aggregate net book value on the books of Lessor (as of the time of removal) of equipment and facilities removed and disposed of pursuant to this sentence shall not exceed on any date the sum of \$85,000 multiplied by the number of years and/or fraction thereof from the date hereof to the date of computation; and provided further, that at the written request of Lessor, made not more often than once every three calendar years, Lessee will, within a reasonable time after such request, furnish to Lessor a summary description and statement of the net book value of equipment and facilities so removed and disposed of.

In the event Lessor shall, at its election, make any improvements or additions to the Properties which shall, under generally accepted accounting principles, be considered capital improvements or additions, Lessee shall pay to Lessor a sum of money to be agreed upon, at the time and in the manner to be agreed upon, which shall be additional rental.

In the event that at any time any service station included in the Properties shall in the judgment of Lessee (which must be reasonably exercised and supported by such factual data as Lessor may reasonably request) become unprofitable to operate or unsuitable for use as a service station for any reason, including without limitation by reason of obsolescence, legal restrictions, a change in business, industry or residential centers or the relocation of highways or other traffic arteries, Lessee shall have the right to discontinue the use and operation of such service station and to surrender the service station to Lessor. In the event of any such surrender Lessor shall upon written demand by Lessee convey such service station to Lessee by quit claim deed, and Lessee shall within a reasonable time thereafter convey or cause to be conveyed to Lessor a property or properties which will upon such conveyance have a net book value on the books of Lessor at least equal to the net book value on the books of Lessor of the Property or Properties which were surrendered, or, at the sole election of Lessor, Lessor may, by written notice to Lessee, make subject to this Lease a property or properties which shall at such time have a net book value on the books of Lessor at least equal to the net book value on the books of Lessor of the service station or service stations which were surrendered, in which event Lessee shall pay to Lessor in cash an amount equal to the net book value of such additional service station or service stations, less the amount of any net proceeds received by Lessor from the sale or other disposition of the service station or service stations so surrendered.

Any property or properties conveyed to or substituted by Lessor pursuant to this Section 3, Section 4 or Section 9 hereof shall ipso facto become subject to this Lease, but Lessor and Lessee agree at the request of either party hereto or at the request of any assignee of Lessor to evidence and confirm the inclusion of such additional properties under this Lease by executing and delivering a supplement to this Lease specifically describing the properties conveyed to or made subject hereto by Lessor and recording such supplement in the appropriate public office in each jurisdiction wherein any of such additional properties are located. Lessee shall prepare all the deeds of conveyance to it and to Lessor and all supplements to the Lease which are to be delivered pursuant to this Section 3, Section 4 or Section 9 hereof and shall pay any taxes imposed on such conveyances and supplements and all fees and expenses incurred by Lessor or Lessee in connection with the filing or recordation of such conveyances and supplements in the proper public offices.

SECTION 4. Destruction or Damage of Buildings or Structures. If, during the term hereof, any building or structure hereby leased shall be destroyed or damaged from any cause, Lessee shall give Lessor prompt notice thereof and within a reasonable time thereafter shall rebuild or repair the same at its own risk and expense; provided, however, in lieu of rebuilding or repairing same, Lessee