

requested by lessee, to immediately take the proper legal steps to contest any such increase and lessor further, agrees, if so requested by lessee, to employ an attorney satisfactory to lessee to manage and direct such contest but lessee shall pay the attorney's fees and other expense of such contest. Taxes for the year 1968 shall be prorated as of the 1st day of April, 1968. Should lessor at any time default in the payment of any lien, mortgage or lessor's pro rata share of any taxes or any other charges 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 of the lienholder to the extent of said payments thereon. Taxes for the last year of the term of this lease shall be prorated as of the date of expiration or other termination hereof. Any payments made by the lessee in payment of any such liens, mortgage or other charges against the premises (excluding lessee's share of ad valorem taxes as hereinbefore provided) may be applied on the rental due or to become due under the terms of this lease.

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It is understood and agreed that if by reason of any law, ordinance, or regulation of properly constituted authority, or by injunction, 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 and operation of said premises for the permissible purposes hereunder, the lessee may, at its option, surrender and cancel this lease, 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.

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