

Commencing with the first calendar year of the original term of this lease and continuing throughout the life of this lease, lessee shall make tax returns on the land and improvements and shall pay ad valorem taxes on said land and improvements. Taxes for a portion of a year shall be prorated between the parties hereto. Should said taxes at any time be increased, lessor agrees, if requested by lessee, to immediately take the proper legal steps to contest said 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 expenses of such contest. Should lessor at any time default in the payment of the lessor's portion of any taxes, any lien, mortgage or other charge against the premises, then 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. 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.

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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