

which event all liability on the part of Lessee shall cease upon payment of rent proportionately to the date of such termination. In the event that the rights of the Lessor herein under this Sublease or in the Head Lease have been mortgaged or assigned as collateral under mortgage, deed of trust, security agreement, or assignment which has been approved by Lessee herein (or to which Lessee has consented) and which is either unreleased or which has, insofar as it relates to the premises, properties and equipment covered by this Sublease, been foreclosed in whole or in part, then as a condition precedent to Lessee's right to cancel this Sublease and as a requirement to be satisfied prior to the exercise of any such right of cancellation, Lessee must first fully comply with the provisions and requirements of Article XVIII below. In the event only a part of the demised premises shall be so condemned and the remainder shall not be rendered unsuitable for the purpose of a drive-in gasoline filling and service station, Lessee shall continue in possession of the remaining portion of the demised premises and there shall be no abatement of rental. In the event of any such condemnation proceeding, or other taking of the demised premises or any part thereof, Lessee shall have any and all right or rights of action against any public or private authority that shall institute and prosecute such condemnation proceeding for all damages which may accrue to Lessee by reason of any loss, damage or injury to any of its property that shall then be in, on, under or about the demised premises; and such right or rights of action shall be in addition to the rights of Lessee to terminate this Lease as above set forth. Provided the Lessee is not then in default hereunder, Lessor covenants and agrees in the event of any change in grade of any streets, alleys or highways abutting the demised premises or the condemnation of any part of the demised premises, which change in grade or condemnation in part shall not render the demised premises unsuitable for the purpose of a drive-in gasoline filling and service station, that Lessor will apply any award of damages or so much thereof as may be necessary against the cost and expense in readapting the demised premises for use as a drive-in gasoline filling and service station.

(Continued on next page)