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(4)-Maintenance. (a) During the term of this lease, lessee shall at lessee's expense make minor repairs to said premises, buildings and improvements, including repairs to plumbing, heating equipment, electrical wiring and fixtures, and replace broken windows, provided the aggregate cost of all repairs and/or replacement of windows required at any one time does not exceed \$50.00. Lessee agrees to paint the buildings and improvements whenever it deems such painting necessary.

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Clause (4b) Lessor agrees at Lessor's expense to make all repairs to the roof and to assure all structural maintenance during the term of this lease.

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~~(b) Lessor agrees at lessor's expense to make all other repairs to the said premises, buildings and improvements, equipment and fixtures furnished by lessor, and to keep the same in good repair during the term of this lease, as well as to replace any equipment furnished by lessor which becomes worn or damaged and cannot in the opinion of lessee, be placed in first-class condition by reasonable repairs. In event lessor shall fail promptly to make repairs or replacements as provided for herein, lessee is authorized to make the necessary repairs or replacements and to apply accruing rentals to reimburse itself for such expenditures. Lessor agrees to obtain endorsement of all fire insurance policies covering the premises waiving the insurer's subrogation rights against lessee and its sublessees.~~

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(c) Lessor further agrees that in the event any structures on said premises are damaged or destroyed, lessor shall notify lessee within twenty (20) days from the date of such destruction or damage whether or not lessor intends to restore the premises to their former condition and if lessor so elects to restore the premises to their former condition, lessor shall replace within one hundred twenty (120) days any such structures damaged or destroyed. If lessor fails to notify lessee within said twenty (20) day period or notifies lessee that lessor does not intend to restore the premises, or fails to restore the same, lessee at its election may immediately terminate the lease effective as of the date the damage or destruction occurred, in which event rental shall abate from the date of destruction or damage, or do the necessary repairing or rebuilding itself and have the right to apply accruing rentals to reimburse itself for the principal expenditure, together with interest at six per cent. If prior to and/or during the time the premises are undergoing repairs the use thereof by lessee is materially interfered with, the rent accruing during such period or periods shall abate.

(5)-Removal of Property. Lessee shall have the right at any time during the continuance of this lease or within thirty (30) days after its termination to sever and remove all buildings, and improvements, fixtures, equipment and other property owned by lessee or placed on said premises by lessee during the term of this or any previous lease or any extension or renewal thereof.

(6)-Lessee's Right of Termination. Should the business of distributing petroleum products on the whole or any part of said premises be prevented due to any law, ordinance or regulation by any public authority or due to any restriction on said premises and said restriction not be removed within ninety (90) days from the date thereof, Lessee may terminate this lease upon giving Lessor thirty (30) days written notice of termination, in which event Lessee shall be relieved of all obligations under this lease, including all liability for rent from the date the conduct of such business was so prevented. If, during the term of this lease, a part only of said premises be taken for public use under right of eminent domain, and if the remainder, in the opinion of the lessee, is not suitable for its purpose, lessee, at its option, may cancel and terminate this lease, but if it shall not elect so to do, the monthly rental thereafter to be paid shall be reduced by an amount which bears the same ratio to that herein provided for as the area taken bears to the total area prior to such taking.

(7)-Damages for Defect in Title. Lessor covenants that he is well seized of said premises, has good right to lease the same, and warrants and agrees to defend the title thereto; and to reimburse and hold lessee harmless from all damages and expenses which lessee may suffer by reason of any restriction, encumbrance or defect in such title.

Clause (8) Lessee agrees to pay all general real estate taxes (exclusive of special assessments) assessed on the land and improvements for any period falling within the term of this lease and a proper pro-rata part of any such taxes assessed thereon for any period falling partly within said term within a reasonable period after receipt of tax bills from lessor. Lessor shall be responsible for any penalties or interest occasioned by lessor's failure to submit the tax bills promptly to lessee. Lessee reserves the right however, at its own expense and cost, to contest any tax or assessment which it deems to be improper or unreasonable and upon written notice to such effect from lessee, lessor agrees to co-operate or join with lessee in any application or proceeding to contest or judicially review any such tax or assessment covered by said notice.

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