

Use of Premises

5. Premises shall be used as a service station for the sale of petroleum products and food and beer, including a restaurant, or any other use that Tenant desires but in no case shall the premises be used for any illegal purposes nor in any manner to create any nuisance nor in any manner to vitiate the insurance or increase the rate of insurance on the premises.

Utilities

6. Tenant shall pay water, sewer, gas, electricity, fuel, light, heat and power bills for leased premises, or used by Tenant in connection therewith. If Tenant does not pay the same, Landlord may pay the same and such payment shall be added to the rental of the premises.

Taxes and Assessments

7. Triple Net Lease: Tenant shall pay all taxes on the land and buildings during the original term of this lease and any extension thereof.

Insurance

8. Tenant shall carry fire and extended coverage insurance on the premises at least equal to the fair market value of the property. The policy shall be made payable to both Landlord and Tenant as their interests may appear. If the premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date. However, notwithstanding the foregoing, should the Tenant wish to continue the lease, Landlord will make available to it the proceeds of said insurance policy for the purpose of restoring the leased premises to their original condition. Landlord shall have no liability in this case other than the proceeds of said insurance policy. If premises are damaged but not wholly destroyed by any such casualties, rental shall abate in such proportion as the use of premises has been destroyed, and Landlord shall remit to Tenant, such proceeds of said insurance policy as are forthcoming to him to defray the costs in restoring the premises to substantially the same condition as before damage as speedily as practicable, whereupon full rental shall recommence.

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