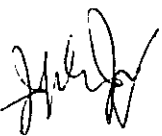


This Lease shall not be assigned nor shall the premises be sub-leased without the written consent of the Lessor provided, however, the Lessor shall have the right to sublease the premises to Sell-Rite, Inc., a corporation selling petroleum products, or to the officers thereof, or to a combination thereof and the Lessee James H. Bruce, without the written consent of the Lessor provided further that any such sublease shall contain proper and adequate provisions therein under which such Sub-lessee will hold this Lessor harmless from any liability by reason of the occupancy of the premises by such Sub-lessee.

It is agreed that this Lease is commonly known as a ground Lease. However, it is contemplated that the Lessee will erect and maintain in good repair a service station and buildings or other buildings for the conduct of a business on the premises. Thereafter said buildings and facilities shall not be taken down, removed or substantially altered so as to reduce their value without the prior written consent of the Lessor. It is understood and agreed that any buildings or improvements situated on the premises at the termination of this Lease, or the renewal thereof, shall become a part of the property and the Lessor shall have a one-half interest in such improvements. This clause shall be restricted to buildings or other improvements which attach to real estate and shall not include equipment customarily used in the sale of petroleum products by a filling station title to which normally remains in the Lessee with the right to remove the same at the termination of the Lease such items including but not being restricted to gasoline pumps, air compressors, under ground storage tanks, lifts, inventory and other personal property.

 During the continuance of this Lease and any renewal thereof, Lessee shall keep the buildings and improvements on the premises adequately insured against loss by fire and casualty. In the event of any loss for which the insurance proceeds are received by the Lessee, the Lessee shall use such proceeds to immediately repair or replace the buildings and improvements damaged. This Lease shall not be affected in any manner should the improvements on the premises be destroyed or rendered unfit for occupancy and the rental shall not abate or cease but shall continue.

Since the Lessor owns an undivided one-half interest in fee to the premises and the Lessee owns the remaining one-half, the Lessor and the Lessee