If LESSOR is obliged to repair or reconstruct the premises and fails so to do, ATLANTIC, at ATLANTIC'S option, may proceed with such repair or reconstruction. If ATLANTIC elects to repair or reconstruct, the insurance and damage claims, or either, shall be construed as having been assigned to ATLANTIC and the proceeds thereof shall be paid to ATLANTIC and shall be applied by ATLANTIC to the cost of such repairs or reconstruction. The surplus, if any, shall be applied; first, to the payment of any sums of principal and interest then remaining unpaid upon any mortgages upon said demised premises, the proceeds or any portion of which were used for the original construction of the improvements thereon which were so damaged or destroyed, in the order of priority; second, to the payment of any sums due from LESSOR to ATLANTIC; third, to the payment of any taxes or municipal claims then due upon said demised premises. Any sums remaining thereafter shall be paid to LESSOR. If the proceeds of any such insurance and damage claims are insufficient to reimburse ATLANTIC in full; for such cost, or if no insurance covers the damage or destruction and there isk no claim for damages, LESSOR forthwith shall pay any deficiency to ATLANTIC upon demand.

Should such damage or destruction occur during any extended or further term of this lease and LESSOR, being obliged so to do, does not repair or reconstruct as aforesaid and the damage or destruction renders the premises unfit for occupation or use for any period, a just return or abatement of rental shall be made until the premises shall have been repaired or restored properly. In such event, if such repair or reconstruction has not been completed within ninety (90) days of the date of any such damage or destruction ATLANTIC, at ATLANTIC'S option, in addition to any other legal remedies, shall have the right to terminate this lease as of the date of said damage or destruction.

RIGHT TO EQUIP, ALTER-ATIONS AND ADDITIONS

10. ATLANTIC may equip said demised premises in a manner satisfactory to ATLANTIC, and, from time to time, may make such alterations and additions thereto as ATLANTIC may deem advisable or necessary.

WATER, SEW-ERAGE, GAS & ELECTRICITY 11. ATLANTIC shall pay public and utility company charges for water, sewerage, gas and electricity consumed and used by ATLANTIC upon the demised premises during the continuance of this lease.

ASSIGNMENT, SUBLETTING 12. ATLANTIC may assign this lease or sublet all or any part of said demised premises without the consent of LESSOR, ATLANTIC, however, remaining liable, at all times, for the fulfillment of ATLANTIC'S covenants hereof.

REMOVAL OF EQUIPMENT, TRADE MARKS, ETC. 13. During the continuance of this lease, or within fifteen (15) days after its termination, ATLANTIC, at ATLANTIC'S cost and expense, may remove from said demised premises any or all trade marks and characteristic decoration, insignia and designs which now or hereafter may be used by ATLANTIC in connection with ATLANTIC'S brand of gasoline, other liquid fuels and petroleum products and any or all tanks, pumps, equipment and fixtures owned by ATLANTIC which are or may be installed in, under or upon said premises; PROVIDED, that ATLANTIC shall repair all physical damage caused by such removal.

PURCHASE OPTION

14. In consideration of ATLANTIC executing this lease, LESSOR hereby grants to ATLANTIC the right and option to purchase the demised premises and improvements now or hereafter erected thereon during the continuous of this lease for the sum of Fifty-four Thousand

less an amount computed on a pro-rate basis at the rate of

Dollars (\$ ) per year for the period from the beginning of the original term of this lease to the date LESSOR transfers to ATLANTIC title to said premises. during the fifteenth year of the original term of this lease.