or any part of the term of this lease, or any extension thereof, upon such terms and conditions as to it shall seem best. If this lease is assigned or the premises sublet for other than the purpose of the sale and storage thereon of Gulf gasoline, petroleum and petroleum products, the rental payment under this lease shall be equal to the average total monthly rent paid by lessee to lessor during the preceding 12-month period. In determining the average total rent for such period, there shall be taken into account both the \$300 per month base rental and the additional rent attributable to sale of motor fuels.

- 11 -

Lessee shall make such repairs to its buildings and improvements on said premises as to it seem necessary. Lessee shall carry fire and lightning and extended coverage insurance on the buildings and improvements for their full insurable value. It is understood and agreed that in the event of damage or destruction of said buildings and improvements by fire or otherwise, or such partial destruction thereof as would render the same unfit in the judgment of lessee for use and occupancy for the purposes for which they are to be used under this lease, lessee shall have the option either of using the proceeds of said insurance to restore the buildings and improvements to their former state, or lessee may pay said insurance proceeds to lessor and cancel this lease as of the date of said damage or destruction, and thereby be relieved from the payment of rent or any other obligation or liability hereunder or in this lease provided. If lessee elects to restore or rebuild the buildings and improvements to their former state, such restoration or rebuilding shall not be unreasonably delayed, and when begun shall be diligently pursued to completion at the earliest practicable date, and during the period from the date of said damage or destruction to the date of restoration or rebuilding the rent shall abate, but in no event shall the rent abate for a period of time in excess of six (6) months.

7.Um.

(Continued on Next Page)