

and they shall deliver \$1.00

For term of, paying said rental in the aggregate and at the time as hereinbefore provided. Lessee shall have the right at any time to shut off delivery of gas to said station by disconnecting the same from the main line of gas pipe from the main line of gas pipe at the rate of rental above specified, and the quantity of gas so shut off shall be deemed as the amount of gas so shut off and accepted by Lessee as payment of rental according to the lease and shall constitute full payment of rental according as stated and computed on each bill rendered during the period of the lease and shall be paid in installments.

If at any time during the term hereof Lessee shall be indebted to Lessor on any account whatsoever, Lessor shall have the right to apply any amount of rental upon said unpaid indebtedness of Lessee, and Lessor agrees that the amount so applied shall constitute rental payment hereunder.

Lessee covenants and agrees to and with Lessor that the rent being paid in the manner and at the time specified, and the covenants and conditions and warranties herein being all and singular right, fulfilled and performed, Lessor shall lawfully and peaceably have, hold, possess, use and occupy the premises and property hereby leased during the term hereby granted, or any or either thereof, without any hindrance, disturbance, or interruption from Lessor, and Lessor hereby warrants and defends to Lessor against the lawful claims of all persons whomsoever the premises and property hereby granted of Lessor further covenants and agrees that, without Lessor's consent, it will not use or permit to be used for the storage, sale, distribution, or advertisement of petroleum products any premises owned or controlled by Lessor adjacent to the premises covered hereby.

During the term of this lease the Lessor covenants and agrees to pay all general and special taxes and any taxes for water used and used, reserved, or charged, against said premises on the property of Lessor situated thereon or on account of the use or occupancy of any or all thereof; and Lessor shall at its own expense obtain and have accepted to and in the name of the Lessor, or its nominee, any permit necessary or required to operate and maintain said station.

Lessor shall, at its own cost, maintain in good condition and repair the improvements and personal property hereby leased. Should said property be destroyed, or be so damaged by fire or other casualty as to become untenantable Lessor shall have sixty (60) days within which to rebuild or replace said property. In the event Lessor shall fail or refuse so to do, Lessee may terminate this lease, and the obligations shall be abated to as much time as Lessor shall fail to so maintain and repair such improvements and personal property, and/or said premises shall be untenantable.

Lessee shall have the right and privilege of erecting, placing, constructing, equipping, maintaining and operating on the leased premises and in connection with said station any and all structures, improvements, appliances, containers and conveyance of whatever kind, on, under and above the ground it may desire to use or may require in operating, transmitting, carrying, or and conducting and said premises its business of selling, distributing and marketing products of refined petroleum. Any installation, hereafter or hereafter made by Lessee of its equipment of its signs advertising its business, or of any of its property upon said premises shall be conclusively evidence of Lessee's entry into possession of said premises under the terms of this lease.

Lessee shall have the right to make proper connections with any and all water, gas, and power lines and pipes on the leased premises, and may continue the use and service thereof during the term of this lease.

In the event Lessee shall be in default in the payment of rental hereunder, or otherwise, and shall remain in default for a period of thirty (30) days after notice in writing from Lessor to it of such default.

(Over)