

less of Lessee, and Lessee agree that the amount so applied shall constitute rental payment hereunder.

Lessor covenants and agrees to and with Lessee that the rents to be paid in the manner and at the time prescribed, and the covenants and conditions and warranties herein being all and singularly, fulfilled and performed, Lessee shall lawfully and peaceably have, hold, possess, use and occupy, the premises and property, hereby leased during the term hereby granted, or any extension thereof, without any hindrance, disturbance or molestation from Lessor; and Lessee hereby warrants and defends to Lessee against the lawful claims of all persons whomsoever the premises and property, hereby granted. Lessor further covenants and agrees, that, without Lessee'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, electric and assessed, or charged, against said premises or the property of Lessor situated thereon, or on account of the use or occupation of any or all thereof; and Lessor shall at its own expense obtain and have issued to and in the name of the Lessee, 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 properties be destroyed, or be so damaged by fire or other casualty as to become untenable, Lessor shall have sixty (60) days within which to rebuild or replace said properties. In the event Lessor shall fail or refuse so to do, Lessee may terminate this lease. Rentals hereunder shall be abated during such time as Lessee shall fail to so maintain and repair such improvements and personal property, and/or said premises shall be untenable.

Lessee shall have the right and privilege of erecting, placing, constructing, equipping, maintaining and operating on the devised premises and in connection with said station any and all structures, improvements, appliances, containers and conveyors of whatsoever kind, on, under and above the ground, it may desire to use or may require in operating, transacting, carrying on and conducting on said premises its business of storing, distributing and marketing products of refined petroleum. Any installation hereof 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 conclusive evidence of Lessee's entry into possession of said premises under the terms of the within lease.

Lessee shall have the right to make proper connections with any and all water, gas, and sewer lines and pipes on the devised 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 rentals hereunder, or otherwise, and shall remain in default for a period of thirty (30) days after notice in writing from Lessor of such default, Lessor shall have the privilege of terminating this lease and declaring the same at an end, and of possession itself of the premises, and Lessor shall have the remedies now provided by law for recovery of rent and repossession of premises in the event Lessee shall remain in default.

In the event Lessee is unable to obtain all permits and permissions necessary to install, operate and maintain on the leased premises the necessary buildings and equipment for conducting its business as herein provided, or if at any time hereafter Lessee is prevented by operation of law from using said station and premises for the purposes aforesaid, then and in any of said