

Page 2.

and hold Lessee harmless from all damages and expenses which Lessee may suffer by reason of any restriction, encumbrance or defect in the title of Lessor, or by reason of breach of the covenant of quiet enjoyment in and to the use of the demised premises during the term of this lease.

(5) It is mutually covenanted and agreed by and between the parties hereto that if Lessee shall be unable to obtain the necessary permits, permissions, consents and authorizations to operate and maintain an oil and gasoline filling and service station on the demised premises, this lease shall cease and terminate on and as of the date of notice from Lessee to Lessor of its inability to secure such rights and authorities. It is also understood and agreed that if at any time during the term of this lease the use of said premises as an oil and gasoline filling and service station, or the driveways and/or approaches thereon or thereto, is prohibited, limited, or restricted by City, County or State authorities, or by decree of any court, or for any other cause except on account of Lessee's fault or neglect; or if at any time during the term of this lease any part of the premises herein leased is taken by lawful authority for any public improvement, and the remaining portion of said premises not so taken shall not be sufficient, in Lessee's opinion, for Lessee to conduct its business thereon;— Lessee shall have the option of terminating and cancelling this lease on and as of the date the right to maintain said station, driveways or approaches is so denied, or said premises are so taken. In the event of cancellation or termination for any of the causes enumerated in this paragraph, Lessee shall be liable only for the rentals accrued and earned to the date of termination and cancellation of this lease, and Lessor shall refund to Lessee any rental paid in advance for a period subsequent to the date of termination and cancellation of this lease. If a portion of the said premises is taken pursuant to lawful authority for public improvements, and Lessee shall not elect to cancel this lease, same shall terminate only as to the part so taken, and the rental reserved hereunder shall abate in proportion to the number of square feet taken from said premises for such public improvements.

(6) Lessee shall have the right and privilege of erecting, placing, maintaining and operating on said premises, on, under and above the ground any and all structures, improvements, pumps, tanks, containers, piping, appliances and equipment of whatever kind that it may require or desire to use in the conduct of its business of storing, distributing and marketing the products of refined petroleum and other of its commodities by means of a gasoline and oil filling and service station, or otherwise, it being expressly understood that Lessee, its successors, sublessees, licensees and assigns, is not hereby restricted from using said premises for any other lawful purpose; and also such signs and advertising devices upon said premises and adjacent thoroughfares as may be permitted by municipal authority. It is understood and agreed that any and all devices, appliances and equipment, which may at any time be installed or placed on said premises by Lessee, shall at all times remain, be considered and treated as the personal property of Lessee, and in no sense fixtures or a part of the real estate, regardless of the manner in which the same may be installed or placed thereon. Lessee shall have the right to make proper connections with any and all water-, gas-, and sewer-lines and pipes on the demised premises and may continue the use and service thereof during the term of this lease. On the termination of this lease Lessee may at its option remove from the demised premises any and all structures, improvements, pumps, tanks, sign boards, equipment, air compressors, safe (wall chest), oil fountains, appliances and other property placed or owned by it thereon, whether affixed to the premises or located in, on or under the same, or not, and after such removal shall restore the surface of the ground to its uniform level and even condition, free from all excavations and from debris.

(7) In the event said station, improvements and equipment shall be totally destroyed by fire, or action of the elements, or, due to such cause shall be rendered unsafe for the transaction of business, Lessor shall have sixty (60) days to rebuild the same and put such station, improvements and equipment in proper condition for the transaction of business, and upon failure or refusal so to do, Lessee shall have the right to cancel this lease; and in event of such cancellation, Lessor shall refund to Lessee any rental paid in advance for a period subsequent to the date of termination or cancellation. It is understood and agreed that no rentals shall accrue hereunder during such time as the conduct of business by Lessee is suspended for the reasons specified in this paragraph; and in event that said station is reconstructed as hereinbefore provided for the transaction of business by Lessee, Lessor shall refund to Lessee any rental paid in advance for such time as Lessee's conduct of business is suspended.

(OVER)