

of business. If the damage to Lessor's property is such as not to prevent the conduct of business, and also when repairs or replacements not the result of fire or other casualty, are required, Lessor shall make the same within ten (10) days after notice from Lessee so to do. In the event Lessor shall fail, neglect or refuse to make the required repairs or replacements, whether they be such as to render the premises unfit for occupancy or use or otherwise, Lessee may terminate this lease, or may make the required repairs or replacements for the account of Lessor as hereinafter provided in the Article entitled, "BREACH OR DEFAULT."

Lessee agrees to return said premises to Lessor at the termination of this lease in as good condition as when received, natural wear, tear, and deterioration because of use, time, and the elements, causes beyond the control of Lessee, and repairs and replacements for which Lessor is obligated, excepted.

Lessor shall furnish, maintain and install the Three underground gasoline storage tanks, one (1) five hundred and fifty (550) Oil Tank for oil receiver and two (2) fire extinguishers. Lessee shall furnish and maintain all other marketing and dispensing equipment but Lessor shall install it. *WMB
R.J.
J.C.*

ARTICLE VIII.

TAXES AND ASSESSMENTS:

Lessor agrees to pay all general taxes and special assessments levied and assessed and to be levied and assessed on said premises while this lease remains in force.

ARTICLE IX.

LICENSES AND OCCUPATIONAL CHARGES:

Lessee shall be liable for, and agrees to pay throughout the term of this lease, all license fees and occupation taxes covering the conduct of its business, and all taxes and charges for water, gas, and electric current, and any other public utility or service used by it.

ARTICLE X.

LAWFUL USE OF PREMISES:

Lessee covenants and agrees that it will comply with and observe all laws, statutes, ordinances, regulations and legal requirements relating to its use of said premises and to the business to be conducted thereon; and that it will not permit or suffer said premises to be used for the purpose of carrying on any illegal business or occupation.

ARTICLE XI.

QUIET POSSESSION:

Lessor covenants and agrees to and with Lessee that, the rents being paid in the manner and at the time herein prescribed, and the covenants and obligations of Lessee being all and singular kept, fulfilled and performed, Lessee shall lawfully and peaceably have, hold, possess, use and occupy the premises hereby leased so long as this lease remains in force without any hindrance, disturbance or molestations from Lessor; and Lessor hereby warrants and defends to Lessee, against the lawful claims of all persons, whomsoever, the premises hereby leased. In the event Lessor shall default in the payment of any obligation, the payment of which is secured by said premises, Lessee may pay the same at its option and be subrogated to all of the rights of the original creditor, and Lessor shall be liable forthwith to Lessee for any amounts so paid.

If Lessor now owns or controls, or shall acquire during the term of this lease, any real estate adjacent to the premises covered hereby, Lessor further covenants and agrees that, without Lessee's written consent, it will not use or permit to be used such adjacent premises for the storage, sale, distribution or advertisement of petroleum products.

ARTICLE XII.

LEGAL INTERFERENCE:

If during the term of this lease the right of Lessee to conduct the business herein provided for, or any part thereof, or to maintain driveways and approaches to reach said premises, shall be denied or prohibited by lawful authority, except for the fault, omission, or neglect of Lessee; or if the real estate hereby leased, or a part thereof sufficient to interfere with the business for which said premises are used, shall be condemned or acquired by grant or otherwise for the widening of streets or for other public improvement, or shall be otherwise taken in the exercise of the right of eminent domain; or if the use of said premises shall, for any cause for which Lessee is not responsible, be so restricted or interfered with as to make them unfit or unsuitable for the conduct of said business; Lessee shall have the option of terminating and cancelling this lease upon thirty (30) days' notice to Lessor of its election so to do; and, in the event of such termination and cancellation for any cause enumerated in this Article, Lessee shall be liable only for rents and other charges accrued and earned to the date of its surrender of possession of said premises to Lessor and for the performance of any other obligations maturing prior to said date.

If a portion of the premises should be taken as hereinabove provided, for public improvement or otherwise under the right of eminent domain, and Lessee does not elect to terminate and cancel this lease on such account, the minimum rental reserved shall be reduced from the date of such taking in proportion to the number of square feet of land so taken from the leased premises.

ARTICLE XIII.

EXTENSION OPTION:

For the consideration herein named, Lessor gives and grants to Lessee the exclusive option and privilege of extending the term of this lease for FIVE (5) years, beginning at the expiration of the original term hereof, provided Lessee shall notify Lessor of Lessee's exercise