

## TITLE TO REAL ESTATE

It is further agreed by the parties hereto that this lease is subject to the following conditions and are binding upon all the parties hereto:-

Lessee, at its option, may apply at any time such rental or any installment thereof to the payment of any indebtedness due or to become due from Lessor to Lessee. Such application shall be deemed payment of such rental.

No change in ownership of the premises, or assignment of the rental provided for herein, shall be binding upon Lessee for any purpose until after Lessee has been furnished with a written transfer or assignment, or a true copy thereof, evidencing such change in ownership or assignment.

**MAINTENANCE:** Lessor agrees to maintain said premises and improvements, including plumbing, heating, and electric wiring, in good repair, and to paint same when deemed necessary in the opinion of the Lessee during the term of this lease, and to rebuild within sixty (60) days any structure on said premises damaged or destroyed in any manner. In the event of Lessor's failure to do so, Lessee, at its election, may either terminate the lease on thirty (30) days' notice to Lessor, in which event rental shall abate from the date of destruction or damage, or do the necessary repairing or rebuilding at the expense of the Lessor and have the right to apply accruing rentals for the purpose of reimbursing itself for the principal expenditure, together with interest at six percent. If, during the time the premises are undergoing repairs, the use thereof by Lessee is materially interfered with, the rent accruing during such period shall be abated.

**REMOVAL OF PROPERTY:** Lessee shall have the right at any time during the continuance of this lease or within thirty (30) days after its termination to sever and remove all buildings and improvements, fixtures, equipment and other property owned by Lessee or placed on said premises by Lessee during the term of this or any previous lease, or any extension or renewal thereof.

**LESSEE'S RIGHT OF TERMINATION:** Should Lessee, for any reason other than (a) any wilful act of Lessee and/or (b) damage or destruction of premises and/or any structures thereon, be prevented from establishing or continuing the business of distributing petroleum products on said premises, Lessee may terminate this lease upon giving thirty (30) days' written notice to Lessor, in which event the rental obligation shall be prorated to the date of such termination.

**DAMAGES FOR DEFECT IN TITLE:** Lessor covenants that he is well seized of said premises, has good right to lease the same, and warrants and agrees to defend the title thereto; and to reimburse and hold Lessee harmless from all damages and expenses which Lessee may suffer by reason of any restriction, encumbrance or defect in such title.

**TAXES AND ENCUMBRANCES:** Lessor agrees to pay all taxes, assessments and obligations which are or may become a lien on the demised premises and improvements as they become due. If Lessor should fail to do so, Lessee shall have the right either to make such payments for the account of Lessor, in which event it shall be subrogated to all the rights of the holder of such lien, and in addition thereto shall have the right to apply accruing rentals in satisfaction of such obligations; or Lessee, in the event of a foreclosure of any such lien and the sale of said demised premises and improvements, shall have the right to buy in said premises and improvements for its own account.

**HOLDOVER:** If, at the expiration or termination of this lease or any extension thereof, Lessee should hold over for any reason the tenancy of Lessee thereafter shall be from month to month only and be subject to all other terms and conditions of this lease, in the absence of a written agreement to the contrary.

**ASSIGNMENT AND SUB-LETTING:** Lessor consents that Lessee may assign or sub-let the premises provided that Lessee shall remain liable to Lessor for the performance of all the terms hereof.

**NOTICE:** Notices from Lessee to Lessor shall be sufficient if delivered to Lessor, or if placed in the United States Mails addressed to the address shown in this lease. Notice from