

Third Lessee may from time to time erect and install upon the leased premises such additional equipment and apparatus as it deems necessary for its business, and may from time to time make such alterations and changes therein and otherwise in the leased premises as it sees fit. It may paint in colors of its own selection any and all buildings, equipment and apparatus now or hereafter upon the leased premises.

Fourth Lessor shall pay all taxes, assessments and other governmental or municipal charges levied or assessed upon the leased premises as the same become due and payable. If Lessor fails to pay such taxes, assessment, charges and / or, as the same become due and payable, any mortgage or other lien indebtedness and interest thereon which for any reason may be an encumbrance on the leased premises prior to this lease, Lessee may pay the same, or such portion thereof as it elects to pay, charge the amount of such payment to Lessor and withhold all rentals due hereunder until Lessee shall have fully reimbursed itself for all sums so paid.

Fifth If the necessary licenses and/or permission to conduct Lessee's business on the leased premises are not granted by the proper public authorities, or, if granted, are revoked, or, if for any other reason it becomes illegal for Lessee to conduct its business on the leased premises, then Lessee may at its option terminate this lease by giving written notice to Lessor.

Sixth If the leased premises are rendered unfit for occupancy, by reason of fire, storm or any other cause, no rental shall accrue or be paid from the beginning of such unfitness for occupancy, until the leased premises are put in tenantable condition by Lessor and Lessee is able to occupy the same for the purpose of conducting its business.

Seventh Lessee may at any time during this lease and within ninety days after its termination enter upon and remove from the leased premises any underground tanks and other property owned or placed thereon by it.

Eighth Lessee may at any time assign this lease or sub-let all or any part of the leased premises.

Ninth At the termination of this lease Lessee shall surrender the leased premises to Lessor in as good condition as they are now in or shall be put in by Lessor during the term hereof, ordinary wear and tear, damage by fire, other casualty, civil commotion and mob violence excepted.

Tenth This lease shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereto affixed their seals and executed this lease in duplicate the day and year first above written.

Signed, Sealed and Delivered
in Presence Of:

J E Webster
Paul M. Foster

James F. Simmons (L.S.)
William A. Simmons (L.S.)
_____(L.S.)

FOSTER OIL CO., AGENTS.

By

J E Webster
Paul M. Foster

J. A. Foster

Recorded December 4th, 1950 at 3:40 P. M. #29276

Levee L&L Co. New Buncombe Rd. + Mason St.