

8.

ADJUSTMENT OF PURCHASE OPTION PRICE BY REASON OF EVICTION

It is understood by LESSOR and LESSEE that the purchase option prices as set out above shall be adjusted in the event of LESSEE'S eviction from any portion of the real estate leased hereby by reason of paramount right or title vested in a third person, said adjustment to be made by subtracting from said purchase option prices the value assigned in the attached Exhibit "A" to the real estate from which LESSEE is evicted; provided, however, such value to be subtracted as to improvements to land, shall be the undepreciated balance of the value of any such improvements as of the date of such eviction, computed as provided in Paragraph 7 above; further, that should LESSEE be evicted by reason of the condemnation of any portion of the aforesaid real estate, the relations between the parties hereto in respect to such condemnation shall be governed by the provisions of Paragraph 18 hereof.

9.

ALTERATIONS, ADDITIONS, SALE OR REMOVAL

LESSEE shall have the right to remove or alter any improvements now or hereafter located on the real estate leased herein and to erect other improvements on said real estate that it may see fit and shall not be required to restore or remove any buildings, improvements, alterations or constructions at the termination hereof. LESSEE shall also have the right, at its option to remove any and all improvements of whatever kind made by it on the real estate leased hereby at the termination of this lease.

LESSEE accepts all of the equipment leased hereby in its present condition and agrees that it has examined and is familiar with such equipment. LESSEE is given the express right to remove, relocate, replace and repair any and all equipment hereby leased.

LESSOR understands and agrees that the equipment leased and described herein, including automotive and railroad tank car equipment, will be used by LESSEE in the manner customary in the conduct of LESSEE'S wholesale and retail petroleum business, that is, such equipment will be loaned to the customers of LESSEE and should LESSEE thereafter cease selling petroleum products to the customers to whom such equipment may have been loaned, then, in that event, LESSEE shall or may, in the manner customary in the petroleum marketing business, sell such equipment to other wholesale dealers or, should LESSEE find it necessary in order to properly

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