

XXII. Lessor(s) represent that the said premises may be occupied and used by Lessee, its successors and assigns, for the purpose of a drive-in gasoline filling and service station and for the erection of buildings and installation of equipment necessary or desirable to operate the same; and this Lease is conditioned upon Lessee's securing, at their own expense, such licenses, permits and franchises from the proper authorities, City, County, State or otherwise as it shall require to construct and thereafter to lawfully maintain and operate a drive-in gasoline filling and service station on the demised premises, and shall have until SEPT 1, 1959 to obtain such licenses, permits and franchises.

XXIII. It is understood and agreed that in the event the said licenses, permits and franchises are not received by SEPT 1, 1959, or when granted shall be in a form unsatisfactory to Lessee (in which event Lessee shall have a right to reject the same) this Lease shall at the option of the Lessee become null and void, ab initio, and without liability to either party hereto.

~~XXIV. Lessee shall be responsible for the payment of all taxes and assessments levied on the premises during the term of this lease, and shall be required to pay the same when due.~~

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