

X. Lessor covenants that at the time of the execution of this Lease she is the owner in fee simple of the demised premises by a good and marketable title, good and good of record, that she has full right to lease all of the demised premises for the term and renewals aforesaid and will put Lessee in actual possession thereof immediately following the execution of this Lease; it is understood and agreed by and between Lessor and Lessee that in the event Lessor does not have such title as aforesaid to the demised premises or is unable to place Lessee in actual possession of the premises in accordance with the terms hereof on or before such date, this Lease shall, at the option of Lessee, be and become null and void, without liability of Lessee to pay rent or perform any acts hereunder.

Lessor further covenants and agrees that Lessee, its successors and assigns, shall have the right to assign this Lease or sub-let the same or any part hereof, provided, however, that in the event of any such assignment or sub-letting, Lessee shall remain liable for the payment of any rentals due hereunder.

Lessor covenants and agrees that Lessee, its successors and assigns, upon payment of the rent and performance of the covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the demised premises during the term or any renewal hereof, as the case may be.

Lessor further covenants that she will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts and papers as may be necessary for the better assuring unto Lessee, its successors and assigns, of the performance of all the covenants and agreements herein-contained.

XI. Lessee shall have the right, at its option, to terminate this Lease at any time, in the event the licenses, permits and franchises, or any of them, for maintaining and operating a drive-in gasoline filling and service station and car wash upon the demised premises shall be revoked or any renewal thereof be denied by any duly constituted authority without fault on the part of Lessee, its successors and assigns, or if Lessee shall be otherwise prevented, without fault on the part of the Lessee, its successors and assigns, from conducting its drive-in gasoline filling and service station and car wash upon the demised premises.

It is understood and agreed between Lessor and Lessee that the rights of Lessee to terminate this Lease under the terms of this Paragraph shall be without liability to either party, other than the payment by Lessee to Lessor of rental hereunder proportionately to the date of such termination.

XII. Lessee covenants that it will save Lessor harmless against any loss or liability of any nature whatsoever that may be incurred in or about the demised premises during the term of this Lease, it being understood that Lessee will have full control of the entire demised premises during the term of this Lease except that Lessee shall not be liable to Lessor in the event any of the liabilities occur through acts of Lessor, Lessor's agent or employees.

In the event the improvements are damaged or destroyed by fire, lessee will repair such damage or destruction as promptly as practicable with the rent to continue while said repairs are being made.

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