

and removing any and all equipment of the Assignor now installed, or later to be installed, on the premises.

The Assignor covenants that it has good title to the said lease, that the interest of the Assignor therein is unencumbered except for the rights of parties in possession; that all of the covenants and agreements in the said lease to be performed by the Lessee have been performed up to the date hereof, and that rent has been paid through August 31, 1984.

The Assignee accepts this assignment subject to the right of parties in possession, if any, and covenants and agrees with Assignor that the Assignee will pay all rent commencing upon the effective date of this assignment for the remainder of the life of the lease, and will perform all other obligations of the Lessee therein contained.

It is understood and agreed between Assignor and Assignee that the options to extend the lease dated January 28, 1964 between the Assignor and Lessor are personal to Assignor and that Assignee shall have no right to exercise any option to extend said lease agreement.

Provided the lease provides for payment of all or any part of the taxes on the premises, that amount payable by the Lessee for the current year shall be prorated between the Assignor and the Assignee.

This the 14 day of August, 1984.

Signed, sealed and delivered in the presence of:

J. J. Sullivan
G. H. Parker

GULF OIL CORPORATION

By F. T. O'D (SEAL)
Attorney-in-Fact

ASSIGNOR

Signed, sealed and delivered in the presence of:

E. M. Hoffer
D. J. Sadler

Rodney L. Walk (SEAL)

ASSIGNEE