

he agrees to receive from the owner a consent in writing to the making of this lease, and further agrees that should he default in the payment of any rent due to the owner, the lessee may, at its option, pay said rent to the lessor's Landlord, and the amount of said amount so paid shall be credited upon and deducted from the rent herein reserved to the same extent as if paid to the lessor in cash.

9- The lessee shall have the right to sub-lease said property together with the improvements and equipment now thereon or to be placed thereon.

10- Should the lessee fail to pay the rent as hereinabove provided for a period of thirty (30) days after written notice and demand therefor, the lessor shall have the right, at his option, to declare this lease cancelled.

11- Should the said premises, equipment etc., be destroyed or so damaged by fire or other cause as to become unrepairable or untenantable, this lease shall at the option of either party hereto, cease and be determined as of the date of such destruction or damage.

12- The lessor hereby covenants that he is the owner of the said premises or property, building equipment etc. above mentioned, or that he has a valid and subsisting lease of said property, with authority to make the lease herein contemplated, if lessee of said property, a copy of this lease with the power to be hereby attached thereto, expressly covenants and warrants that he has not sold, assigned, leased or otherwise encumbered the property to any other person or oil company for any part of the term contemplated in this agreement, and that he will deliver full and complete possession of said property as of the effective date of this instrument. Repetition in implication, the day and year just above written.

J. H. White (Seal)  
Lessor

Mrs. J. H. White (Seal)  
Wife of Lessor

Witness  
J. M. Eskew  
C. A. Sammons

Gulf Refining Company  
Ray W. D. Hagston (Vice President)

Owner's Consent.

The undersigned owner of the premises described in the above lease, hereby consents thereto, and agrees with the Gulf Refining Company that I may install upon said premises such additional equipment as I may deem necessary, and that I may enter upon said premises and remove therefrom any and all pumps, tanks, connections, improvements and equipment placed thereon by it at any time prior to the expiration of the lessor's lease of said premises. The undersigned further agrees that should the tenant/lessor in the foregoing agreement, making default in the payment of rent reserved in the lease with the burden aimed then, and in that event the owner shall give notice in writing to the Gulf Refining Company of such default, and agrees that said Gulf Refining Company may, at its option, pay such rental to the undersigned and thereby become subrogated and succeed to all the rights and privileges the lessee under said lease agreement.

Mar 13<sup>th</sup> 1930  
J. H. White  
owner