

Provided, however, that no rental shall accrue or become due until such time as a suitable service station, according to lessee's plans and specifications, shall have been (a) constructed upon the demised premises by the lessor as hereinafter provided, and (b) completed, equipped and delivered to lessee for the transaction of lessee's business.

Lessee agrees that rental shall be payable in monthly installments and that if any installment thereof shall be due and unpaid for ten (10) days after written notice of such default has been delivered to the Division Manager of The Texas Company at Atlanta 1, Georgia, Box 1722, lessor shall then have the right to terminate this lease on thirty (30) days' written notice to lessee.

Lessee, at its option, may apply at any time such rental or any installment thereof to the payment of any indebtedness due or to become due from lessor to lessee. Such application shall be deemed payment of such rental.

(4)—Maintenance. (a) During the term of this lease, lessee shall at lessee's expense make minor repairs to said premises, buildings and improvements, including repairs to plumbing, heating equipment, air compressor, hoist, pumps, electrical wiring and fixtures, and replace broken windows, provided the total cost of said repairs and/or replacement of windows does not exceed \$50.00 at any one time. Lessee agrees to paint the buildings and improvements whenever it deems such painting necessary.

(b) Lessor agrees at lessor's expense to make all other repairs to the said premises, buildings and improvements, equipment and fixtures furnished by lessor, and to keep the same in good repair during the term of this lease, as well as to replace any equipment furnished by lessor which becomes worn-out or damaged and cannot in the opinion of lessee, be placed in first-class condition by reasonable repairs. In event lessor shall fail promptly to make repairs or replacements as provided for herein, lessee is authorized to make the necessary repairs or replacements and to apply accruing rentals to reimburse itself for such expenditures.

(c) Lessor further agrees that in the event any structures on said premises are damaged or destroyed, lessor shall notify lessee within twenty (20) days from the date of such destruction or damage whether or not lessor intends to restore the premises to their former condition and if lessor so elects to restore the premises to their former condition, lessor shall replace within one hundred twenty (120) days any such structures damaged or destroyed in any manner. If lessor fails to notify lessee within said twenty (20) day period or notifies lessee that lessor does not intend to restore the premises, or fails to restore the same, lessee at its election may immediately terminate the lease effective as of the date the damage or destruction occurred, in which event rental shall abate from the date of destruction or damage, or do the necessary repairing or rebuilding itself and have the right to apply accruing rentals to reimburse itself for the principal expenditure, together with interest at six per cent. If prior to and/or during the time the premises are undergoing repairs the use thereof by lessee is materially interfered with, the rent accruing during such period or periods shall abate.

(5)—Removal of Property. Lessee shall have the right at any time during the continuance of this lease or within thirty (30) days after its termination to sever and remove all buildings and improvements, fixtures, equipment and other property owned by lessee or placed on said premises by lessee during the term of this or any previous lease or any extension or renewal thereof.

(6)—Lessee's Right of Termination. Should lessee be prevented from establishing or continuing the business of distributing petroleum products on the whole or any part of said premises, due to any law, ordinance or regulation by any Federal, State or Municipal authority, or to any restriction on the demised premises and such restriction is not removed within ninety (90) days then the lessee may terminate this lease upon giving thirty (30) days' written notice, in which event the rental obligation shall be pro-rated from the date that the lessee is prevented in any manner from doing business on said premises. If, during the term of this lease, a part only of said premises be taken for public use under right of eminent domain, and if the remainder, in the opinion of the lessee, is not suitable for its purpose, lessee, at its option, may cancel and terminate this lease, but if it shall not elect so to do, the monthly rental thereafter to be paid shall be reduced by an amount which bears the same ratio to that herein provided for as the area taken bears to the total area prior to such taking.

(7)—Damages for Defect in Title. Lessor covenants that he is well seized of said premises, has good right to lease the same, and warrants and agrees to defend the title thereto; and to reimburse and hold lessee harmless from all damages and expenses which lessee may suffer by reason of any restriction, encumbrance or defect in such title.

(8)—Taxes and Encumbrances. Lessor agrees to pay all taxes, assessments and obligations which are or may become a lien on the demised premises and improvements as they become due. If lessor should fail to do so, lessee shall have the right to make such payments for the account of lessor, in which event it shall be subrogated to all the rights of the holder of such lien, and in addition thereto shall have the right to apply accruing rentals in satisfaction of such obligations; or lessee, in the event of a foreclosure of any such lien and the sale of said demised premises and improvements, shall have the right to buy in said premises and improvements for its own account.

(9)—Construction of Service Station. Lessor hereby covenants and agrees to:
 (a) Furnish lessee at lessor's expense, line and grade survey of the demised premises, prepared by a registered surveyor and in conformity with the requirements of lessee's construction department.
 (b) construct or cause to be constructed upon the premises herein demised, for use of the lessee, a modern service station which will be completed in accordance with the following plans and specifications furnished by lessee at its convenience:

TITLE	NUMBER
Specifications Standard for Texaco Type EM Service Station	File No. P-77
General Arrangement As agreed upon, per drawing	File No. P-77 (no canopy)
Building Standard for Texaco Type EM Service Station, Two Bays	(copy) (no canopy)
Building Details Standard for Texaco Type EM Service Station, Two Bays	(no canopy)
Heating Unit Standard for Texaco Type EM Service Station	
Coal Box	None
Fence Texaco Standard Masonry Fence	
Service Station Signs, Letters, Stars and Bands	
Concrete Curb, Concrete Approaches and Driveways, as per drawing	Driveways (File No. P-77)
(c) Lessee will furnish and retain title to and lessor will install:	
Two	Island Light Poles and Lights
Two	Flood Lights
One	Island Light Fixtures
One	Flood Light Standards, Revere #199G 24"
Two	Fire Extinguishers 1 1/2 Qt. & 1 1-3/4 gallon
Three	Gasoline Pumps, Electric Computing
Two	2,000 gallon Gallon Underground Tanks and One 3,000 gallon (underground tank)
None	Gallon Lubricating Outfits
None	Air and Water Stands
One	Automobile Lift(s) - Drive-on type
One	Air Compressor 2 HP Capacity
None	Washing Machine
None	12 x 12 x 6 Lockers
One	Banjo Sign Poles, Sign and Floodlights
None	Power Lubricating Units
One	Waste Oil Tanks - 550-gallon
One	Electric Drinking Fountain
Six	Crouse Hinds 500 W Spot Lights

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(d) Lessee will furnish and retain title and install:
 Stars, Bands, Letters and Service Station Signs, Standard for Texaco Type EM Service Station, two bays, no canopy.