

to lessee, to direct such contest, but the lessee shall pay the attorney's fee and other costs of such contest.

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It is understood and agreed that if by reason of any law, ordinance, or regulation of properly constituted authority, or by injunction, or by any eminent domain proceeding, lessee is prevented from using all or any part of the property herein leased as a service station for the sale and storage of gasoline and petroleum products, or if the use of the premises for the purposes herein permitted shall be in any manner restricted so as to impair the usefulness of the premises for the purposes for which same are leased, or should any governmental authority refuse at any time during the term or extension of this lease to grant such permits as may be necessary for the installation of reasonable equipment and operation of said premises for the permissible purposes hereunder, the lessee may, at its option, surrender and cancel this lease, remove its improvements and equipment from said property, and be relieved from the payment of rent or any other obligation as of the date of such surrender.

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The lessor covenants that at the time of the execution of this lease lessor is the owner of the demised premises, or controller by lease agreement, has full right to lease the same for the term aforesaid, and will put lessee in actual possession of the premises at the beginning of the said term. If the lessor is not the owner of the demised premises, lessor agrees to secure from the owner a consent in writing to the making of this lease, and further agrees that should lessor default in the payment of any rent due to the owner, the lessee may, at its option, pay said rent to said lessor's landlord, and the amount or amounts 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.

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Lessee shall have the right and privilege to assign this lease or sublet said premises, in whole or in part, for the whole