

ARTICLE VII.

MAINTENANCE AND UPKEEP:

Lessor covenants and agrees to maintain, at its expense, in good condition and repair the roof and outside walls of the building herein demised. Any and all other repairs needed to the leased improvements, structures, driveways and other properties hereby leased, shall be done by and at the sole expense of Lessee. It is particularly understood and agreed, however, that any structural change or alterations in such buildings, improvements, and property required by any governmental authority pursuant to any controlling laws and regulations, or any structural changes required because of Lessor's failure to properly erect and construct said improvements upon the land, according to plans and specifications as herein contemplated, shall be made by and at the expense of Lessors. Further, should Lessor's said property, or any portion thereof, be destroyed or so damaged by fire or other casualty as to become unfit for occupancy or use, Lessor shall repair, rebuild or replace the same at Lessor's cost and expense within sixty (60) days after notice from Lessee so to do. Any other repairs required of Lessor shall be made within ten (10) days after notice from Lessee so to do. In the event Lessor shall fail, neglect or refuse to make the required repairs or replacements, whether they be such as to render the premises unfit for occupancy, or use, or otherwise, Lessee may terminate this lease, or may make the required repairs, replacements, changes or alterations, for the account of Lessor as hereinafter provided in the Article entitled "BREACH OR DEFAULT."

Except for the original paint job to be done by Lessor, Lessee at its expense, agrees to repaint the improvements located or to be located on the demised realty during the term of this lease, or any extension thereof, in colors suitable to Lessee, at such time as Lessee may deem fit and desirable, excluding, however, any advertising material of Lessee located on or about the premises.

Lessee shall furnish, install and maintain the desired marketing and dispensing equipment; except that Lessor shall install the underground tanks and all suction, fill and vent lines and also install all electrical connections to pump island, sign and flood lights.

ARTICLE VIII.

TAXES AND ASSESSMENTS:

Lessor agrees to pay all general taxes and special assessments levied and assessed and to be levied and assessed on said premises while this lease remains in force.