

equipment and material as MURPHY may desire. LESSOR shall not be liable for any cost or expense arising out of any alterations, modifications or improvements done or placed on the demised premises by MURPHY, and MURPHY agrees to discharge any mechanics' liens or furnishers' liens arising out of any such work done by MURPHY.

5. REMOVAL OF PROPERTY. MURPHY 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 MURPHY or placed on said premises by MURPHY during the term of this or any previous lease or any extension or renewal thereof.

6. DAMAGES FOR DEFECT IN TITLE. LESSOR covenants that it 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 MURPHY harmless from all damages and expenses which MURPHY may suffer by reason of any restriction, encumbrance or defect in such title.

7. 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, MURPHY shall have the right to make such payments for the account of LESSOR, in which event MURPHY 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 MURPHY, in the event of a foreclosure of any 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.

8. HOLD OVER. If, at the expiration or termination of this lease or any extension thereof, MURPHY shall hold over for any reason, the tenancy of MURPHY thereafter shall be from month to month only and, in the absence of a written agreement to the contrary, shall be subject to all the other terms and conditions of this lease.

(Continued on next page)