

and removing any and all equipment of the Assignor now installed, or later to be installed, on the premises.

The Assignor covenants that it has good title to the said lease, that the interest of the Assignor therein is unencumbered except for the rights of parties in possession; that all of the covenants and agreements in the said lease to be performed by the Lessee have been performed up to the date hereof, and that rent has been paid through DATE OF ASSIGNMENT.

The Assignee accepts this assignment subject to the right of parties in possession, if any, and covenants and agrees with Assignor that the Assignee will pay all rent commencing upon the effective date of this assignment for the remainder of the life of the lease, and will perform all other obligations of the Lessee therein contained.

Provided the lease provides for payment of all or any part of the taxes on the premises, that amount payable by the Lessee for the current year shall be prorated between the Assignor and the Assignee.

This the 15 day of Dec., 19 82.

Signed and Sealed in the Presence of:

James H. Williams
Josephine Crawley

GULF OIL CORPORATION

By F. T. O'Connell (SEAL)
Attorney in Fact

ASSIGNOR

Approved as to form and content by Hester

Signed and Sealed in the Presence of:

E. M. Helley
W. J. Sanderson

Oliver J. McCall (SEAL)

_____ (SEAL)

ASSIGNEE

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