

ARTICLE VII.

MAINTENANCE AND UPKEEP:

Lessor covenants and agrees to maintain, at its expense, in good condition and repair the buildings, improvements, structures, driveways, and other property hereby leased, and Lessor shall likewise correct any defects in materials and work in the construction of said buildings, improvements, structures and property as and when the same appear, and also at its expense to make any changes or alterations in such buildings, improvements, structures, and property as shall be required by any governmental authority pursuant to any controlling laws and regulations. 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 have sixty (60) days after notice from Lessee so to do within which to repair, rebuild or replace the damaged or destroyed property. The rent herein reserved shall abate from the time said premises are so rendered unfit for occupancy or use until the necessary repairs or replacements are made and the premises are put in condition for the conduct of business. If the damage to Lessor's property is such as not to prevent the conduct of business, and also when repairs or replacements not the result of fire or other casualty, or changes or alterations required by governmental authority, are required, Lessor shall make the same 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."

Lessee agrees to return said premises to Lessor at the termination of this lease in as good condition as when received, natural wear, tear, and deterioration because of use, time, and the elements, causes beyond the control of Lessee, and repairs and replacements for which Lessor is obligated, excepted.

Lessor agrees at its expense to repaint the improvements located or to be located on the demised realty at least once every two (2) years during the term of this lease, or any extension thereof, in colors suitable to Lessee, excluding, however, any advertising material of Lessee located on or about the premises.

Lessee shall furnish, install and maintain all underground storage tanks and marketing and dispensing equipment desired by Lessee.

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.