

Gasoline and/or other Gulf Motor Fuels delivered to said premises in excess or 180,000 gallons per year. At the end of each annual term, lessee will compile a statement of said deliveries for the preceding twelve (12) months' period, and in the event said deliveries amount to more than 180,000 gallons, then, in that event, lessee shall pay One Cent (1¢) per gallon on each gallon in excess thereof. The records of the lessee as to said deliveries shall be conclusive. Any sum due under this provision shall be payable within a reasonable time after the end of each annual term.

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It is understood and agreed that should the lessee hold over the premises herein described beyond the determination by limitation of the term herein created, or any extension thereof, without first having extended this lease by written agreement, such holding over shall not be considered as a renewal or extension of this lease for a longer period than one (1) month.

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Lessor, for himself, his heirs, representatives, successors, and assigns, agrees to keep the premises free and discharged of liens and encumbrances affecting the leasehold interest created hereby, and further covenants that lessee, its successors and assigns, shall have continuous, peaceful uninterrupted and exclusive possession and quiet enjoyment of the entire premises during the term of this lease or extension thereof, the breach of which covenant by operation of law or for any other reason even if affecting only a portion of the premises, if not promptly corrected, will entitle the lessee at its option to terminate and cancel this lease and to remove its equipment and all improvements owned or placed by it on the premises. Lessor further agrees that if lessee should be made a party in any legal proceeding affecting the lessee's right of continuous and quiet possession the lessor will reimburse the lessee for any reasonable attorney fees or other expense incurred by lessee in defending its right under this lease, and any such expenses may be applied by lessee upon rental due or to become due.