VIII. Lessor(s) hereby grant unto Lessee the right of occupying and using the demised premises, including the building and equipment thereon in their present condition, for the purpose of a drive-in gasoline filling and service station.

Lessor(s) further grant unto Lessee the right to improve, add to, change, alter or handle the demised premises, including the building and equipment thereon, in any manner that Lessee may deem desirable, including the right to erect thereon a drive-in gasoline filling and service station of such style and design as Lessee, in its sole discretion, may elect, and the right to erect, install, maintain and operate on the demised premises, on, under and above the ground, such buildings, improvements, additions and equipment, tanks, driveways, signs, advertising devices, floodlights and other trade fixtures as Lessee, in its absolute discretion may deem desirable.

It is understood and agreed that any buildings and driveways erected, constructed or built upon the demised premises shall upon the termination of this Lease become the property of Lessor(s).

It is further understood and agreed that all equipment, signs, advertising devices, floodlights and other trade fixtures installed under the authority of Lessor(s) herein granted shall always be and remain the personal property of Lessee and may be removed by Lessee at any time.

IX. Lessee covenants and agrees, at Lessee's sole cost and expense, to make such repairs to the improvements on the demised premises as may be required from time to time.

X. Lessor(s) covenant that at the time of the execution of this Lease, Lessor(s) are the owner(s) in fee simple of the demised premises by a good and marketable title, good and good of record, that they have full right to lease all of the demised premises for the term and renewals aforesaid, and will put Lessee in actual possession thereof pursuant to the terms of Paragraph IV. hereof.

It is understood and agreed between Lessor(s) and Lessee that in the event Lessor(s) without fault do not have such title as aforesaid to the demised premises, this Lease shall, at the option of Lessee, be and become null and void, without liability of Lessee to pay rent or perform any acts hereunder.

Lessor(s) further covenant and agree that Lessee, its successors or assigns, shall have the right to assign this Lease or sublet the same or any part thereof, provided however, that in the event of any such assignment or subletting, Lessee shall remain liable for the payment of any rentals due hereunder.

Lessor(s) covenant and agree that Lessee, its successors and assigns, upon payment of the rent and the performance of the covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the demised premises during the term or renewal hereof as the case may be.

Lessor(s) further covenant that they will do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and papers as may be necessary for the better assuring unto Lessee, its successors and assigns, of the performance of all the covenants and agreements herein contained.

XI. Lessee shall have the right, at its option, to terminate this Lease at any time, in the event the licenses, permits and franchises, or any of them for maintaining and operating a drive-in gasoline filling and service station upon the demised premises shall be revoked, or any renewal thereof denied, by any duly constituted authority without fault on the part of Lessee, its successors and assigns, or if Lessee, its successors and assigns, shall be otherwise prevented, without fault, from conducting its drive-in gasoline filling and service station upon the demised premises.

It is further understood and agreed between Lessor(s) and Lessee that the right of Lessee, its successors and assigns, to terminate this Lease under the terms of this Paragraph shall be without liability to either party, other than the payment by Lessee to Lessor(s) of rental hereunder proportionately to the date of such termination.

XII. Lessee covenants promptly to execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City governments and of any and all their Departments, Bureaus and Agencies applicable to said premises, or to the operation thereof as a drive-in gasoline filling and service station, breach of which resulted from act of Lessee; all of the foregoing to be at Lessee's own cost and expense, save and except only structural changes to (but not repairs to) the demised premises and any building erected thereon, which shall be at Lessors' own expense.

XIII. Lessor(s) covenant and agree to warrant, protect and defend Lessee, its successors and assigns, from and against all or any loss or damage that Lessee may sustain by reason of the enforcement of any mortgage or other lien upon the demised premises or by reason of the creation of any ground rent thereon. In the event of any default under any mortgage, lien or lease, hereinabove referred to, Lessee, its successors and assigns, may, at their option, cure such default and make any payments required and deduct from the rent payable by Lessee hereunder any sum so expended. Lessor(s) agree to secure the written consent of the mortgagee, lienor or landlord, as the case may be, permitting Lessee, its successors and assigns, to cure any such default at any time and to deduct any amounts expended in doing so from the rent payable by Lessee hereunder.

XIV. Lessor(s) shall, during the term of this Lease, or any renewal thereof, carry and pay the cost of fire and extended cover insurance on all improvements on the demised premises belonging to Lessor(s). In the event of loss covered by such insurance, Lessor(s) shall promptly apply the amount recovered from such insurance to the repair or replacement of the property lost, damaged or destroyed. In the event that Lessor(s) fail to carry or pay for the aforesaid insurance, Lessee may at its option take out such insurance and make any payments therefor for the account of Lessor(s) and charge the same against the rent payable by Lessee hereunder or may require Lessor(s) to reimburse Lessee therefor in whole or in part.

In the event any of the buildings or improvements of Lessor(s) upon the demised premises shall be totally or partially damaged or destroyed by fire or otherwise, Lessor(s) shall promptly restore such buildings and improvements, and in the event Lessor(s) fail to complete such restoration of the buildings and improvements within thirty (30) days after written notice from Lessee, Lessee shall have the right to make such repairs and replacements at the expense of the Lessor(s) (any rental payable hereunder may be retained by Lessee and used for such purpose) or Lessee may cancel this Lease upon written notice to Lessor(s) of Lessee's intention so to do. No rental shall accrue or be payable during the period of any such reconstruction which may in any manner interfere with the conduct of Lessee's business upon the premises.

XV. In the event of any change in grade of any streets, alleys or highways abutting the demised premises, or the condemnation of the whole or any part of the demised premises which Lessee shall deem to have rendered the demised premises, or such portion thereof as shall remain after such condemnation, unsuitable for the purpose of a drive-in gasoline filling and service station, Lessee may, at its option, terminate this Lease, in which event all liability on the part of Lessee shall cease upon payment of rent proportionately to the date of such termination; or Lessee may continue in possession of the remaining portion of the demised premises, in which event there shall be a proportionate reduction in rental in the same ratio as the area taken shall bear to the entire area included in this demise.

In the event of any such condemnation proceeding, or other taking of the demised premises or any part thereof, Lessee shall have any and all right or rights of action against any public or private authority that shall institute and prosecute such condemnation proceeding for all damages which may accrue to Lessee by reason of any loss, damage or injury to any of its property that shall then be in, on, under or about the demised premises; and such right or rights of action shall be in addition to the rights of Lessee to terminate this Lease as above set forth.

Lessor(s) covenant and agree in the event of any change in grade of any street, alleys or highways abutting the demised premises, or the condemnation of any part of the demised premises, under which Lessee elects to continue in possession, that Lessor(s) will reimburse and indemnify Lessee against all cost, damage and expense in readapting the demised premises for use as a drive-in gasoline filling and service station.

XVI. Lessor(s) represent that the said premises may be occupied and used by Lessee, its successors and assigns, for the purpose of a drive-in gasoline filling and service station and for the erection of buildings and installation of equipment necessary or desirable to operate the same; and this Lease is conditioned upon Lessors' securing, at their own expense, such licenses, permits and franchises from the proper authorities, City, County, State or otherwise as it shall require to construct and thereafter to lawfully maintain and operate a drive-in gasoline filling and service station on the demised premises, and Lessors shall have until April 1, 1953 to obtain such licenses, permits and franchises.

It is understood and agreed that in the event the said licenses, permits and franchises are not received by April 1, 1953 or when granted shall be in a form unsatisfactory to Lessee (in which event Lessee shall have a right to reject the same) this Lease shall become null and void, ab initio, and without liability to either party hereto.