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The lessor agrees to pay all taxes upon the land. Should the lessor at any time default in the payment of any taxes, lien, mortgage or other charge against the premises, then the lessee may, at its option, pay any or all of such sum in default and be subrogated to the rights of the lien-holder to the extent of said payments thereon. Any payments made by the lessee for the foregoing reasons may be applied on the rental due or to become due under the terms of this lease. The lessee shall pay the taxes on its property, improvements and equipment on the leased premises.

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It is understood and agreed that if by reason of any law, ordinance, or regulation of property constituted authority, or by injunction lessee is prevented from using all or any part of the property herein leased as a service station for the sale and storage of gasoline and petroleum products, or if the use of the premises for the purposes herein permitted shall be in any manner restricted, or should any Governmental authority refuse at any time during the term or extension of this lease to grant such permits as may be necessary for the installation of reasonable equipment and operation of said premises for the permissible purposes hereunder, the lessee may, at its option, surrender and cancel this lease, remove its improvements and equipment from said property and be relieved from the payment of rent or any other obligation as of the date of such surrender.

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The lessor covenants that at the time of the execution of this lease, lessor is the owner of the demised premises, has full right to lease the same for the term aforesaid, and will put lessee in actual possession of the premises as hereinbefore provided.

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Lessee shall have the right and privilege to assign this lease or sublet said premises, in whole or in part, for the whole or any part of the term of this lease, or any extension thereof, upon such terms as to it shall seem best.

(CONTINUED ON NEXT PAGE)