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appliances and equipment, which may at any time be installed or placed on said premises by Lessee, shall at all times remain, be considered and treated as the personal property of Lessee, and in no sense fixtures or a part of the real estate, regardless of the manner in which the same may be installed or placed thereon. Lessee shall have the right to make proper connections with any and all water-, gas-, and sewer-lines and pipes on the demised premises and may continue the use and service thereof during the term of this lease. On the termination of this lease Lessee may at its option remove from the demised premises any and all structures, improvements, pumps, tanks, sign boards, equipment, air compressors, safe (wall chest), oil fountains, appliances and other property placed or owned by it thereon, whether affixed to the premises or located in, on or under the same, or not, and after such removal shall restore the surface of the ground to its uniform level and even condition, free from all excavations and from debris, and shall replace all paving destroyed or damaged by such removal.

(7) In the event said station, improvements and equipment shall be totally destroyed by fire, or action of the elements, or, due to such cause shall be rendered unsafe for the transaction of business, Lessor shall have sixty (60) days to rebuild the same and put such station, improvements and equipment in proper condition for the transaction of business, and upon failure or refusal so to do, Lessee shall have the right to cancel this lease; and in event of such cancellation, Lessor shall refund to Lessee any rental paid in advance for a period subsequent to the date of termination or cancellation. It is understood and agreed that no rentals shall accrue hereunder during such time as the conduct of business by Lessee is suspended for the reasons specified in this paragraph; and in event that said station is reconstructed as hereinbefore provided for the transaction of business by Lessee, Lessor shall refund to Lessee any rental paid in advance for such time as Lessee's conduct of business is suspended.

(8) As part of the consideration for the execution by Lessee of this lease, Lessor covenants and agrees that it will not sell or advertise and will not permit third parties to sell or advertise the petroleum products of any person, firm or corporation other than those marketed by Lessee herein, on or from or in connection with, any premises owned or in any way controlled by Lessor, located within a radius of five hundred (500') feet of any of the boundary lines of the premises herein leased.

(9) Lessee covenants and agrees with Lessor that at the expiration of the term of this lease it will yield up the premises to Lessor without further notice in as good condition as when they were entered upon by Lessee, loss by fire or other elements, inevitable accidents, reasonable wear and tear and depreciation through use excepted.

(10) Lessor shall pay all taxes and assessments of every character levied and/or assessed against the premises and/or the improvements located thereon. Lessor agrees to make at its own expense such repairs to the buildings, improvements and equipment herein leased as may be necessary for their safety and preservation, and to keep the same in a tenantable and usable condition, suitable for the business purposes of Lessee. Lessor agrees to replace any of said property, improvements or equipment which may be destroyed or damaged beyond repair, or otherwise rendered unsuitable for the business purposes of Lessee. In the event Lessor fails or refuses to make such repairs or replacements, Lessee may do so and deduct the cost thereof from rentals subsequently accruing and the amount so deducted shall constitute payment of rental to the amount so deducted. Lessee agrees to pay all such taxes on the equipment and property belonging to it placed by it on said premises; also to replace all glass broken otherwise than by storm.

(11) Lessor covenants and agrees to and with Lessee that as a part of the rentals reserved herein it will remodel or caused to be remodelled the service station improvements and facilities located upon the above described premises at its own expense and in accordance with plans and specifications to be submitted by Lessee to Lessor, such work of remodeling to include the following; Lower the entire presents driveway to the station, completely repaving said driveway with concrete; remove the present canopy to the station, replacing with a modern umbrella canopy; stucco the entire brick portions of the present station building, removing the parts no so stuccoed; install a plate glass window on the north side of the building to match the window now on the south side of the building; cover and stucco the window opening now located on the south end of the station building; install complete a ladies rest room and also a men's rest room; and rebuild and stucco the present greasing and washing rack, putting it in a modern condition. Lessor shall procure all necessary permits, licenses and consents for the construction of said gasoline and oil filling and service station on said premises, and for the installation in connection with such station of driveways and approaches to be built.

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