

only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing.

12- The Lessor and their agents shall have the right to enter the premises leased at any reasonable hours, to examine the same, and to put upon them the usual notice "For Rent" which notice shall not be moved by the Lessee during three (3) months previous to the expiration of this lease.

13- The building to be placed on said premises shall not be subject to removal by the Lessee in any event.

The Lessors agree and bind themselves not to lease the remainder of their North Street lot for the sale of gasoline and/or other motor fuel, and/or tires, and/or oils, and/or automobile accessories, and/or such use as this lease contemplates for the leased premises.

Any and everything secured for or placed upon said premises by the Lessee and/or its agents shall be paid for by the Lessee, and the Lessors shall not be in any wise responsible therefor and the Lessee agrees to protect and guarantee to hold the Lessors and/or said property harmless from any and all liability of every kind and character whatsoever in any wise growing out of, resulting and/or arising therefrom.

The Lessee shall promptly secure all consents, licenses, permits and/or other things necessary in order to erect and run, and to erect, build and construct said building and/or such Service Station on said premises, but if required by State or local laws or ordinances then, upon request, the Lessor, hereby agrees to make application for and endeavor to secure from the proper governmental authorities for and at the expense of the Lessee, all permits required before the Lessee can equip said premises as it desires, including that for cutting down curbs, installing approaches or driveways across the pavements, removal of trees and other obstructions, as well as all permits, yearly or otherwise, required for the purpose of storing, handling and dispensing petroleum products on and from said premises.

Should any of such permits necessary for the construction of a service station, satisfactory to the Lessee, be refused or unduly delayed, then either Lessor or the Lessee shall have the option to forthwith terminate this lease and all monthly rental payments of Thirty-five dollars (\$35.00) made for the period previous to the definite refusal of said permits shall be returned to the Lessee.

It is further provided that should any of the permits be rescinded at any time during the term of this lease, the Lessee may, at its option, forthwith terminate the lease without incurring further liability thereunder.

This lease shall be binding upon the heirs, assigns and/or successors of the parties hereto.