

- 8 -

It is understood and agreed that if by reason of any law, ordinance, or regulation of properly 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.

-9-

The lessor is not the owner of the demised premises and he agrees to secure from the owners a consent in writing to the making of this lease, and further agrees that should he default in the payment of any rental due to the owners, the lessee may, at its option, pay said rental to said lessor's landlords, and the amount or amounts so paid shall be credited upon and deducted from the rental herein reserved to the same extent as if paid to the lessor in cash. The lessor further agrees to put the lessee in actual possession of the premises at the beginning of the said term.

-10-

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.

-11-

In the event of the total destruction of the buildings and improvements on the premises by fire, or otherwise, or such partial destruction thereof as will render the same unfit in the judgment of the lessee for use and occupancy for the purposes for which they are being used under this lease, lessor shall within a reasonable time restore said buildings and improvements to as good condition as they were prior to said destruction or injury, and during the period from the destruction or damage to the date of restoration, the rent shall abate. Should the lessor fail to restore the buildings and improvements within a reasonable time, not exceeding sixty (60) days, then this lease may be terminated at the option of the lessee, and lessor shall incur no liability for failure to restore the buildings and improvements.

-12-

It is agreed that the lessor shall not terminate the lease for or on account of the failure of the lessee or its sublessees or assigns to pay any monthly rental when due, or to comply with any other terms of this lease, without first giving the lessee a written notice of the intention to so terminate or cancel this lease, not less than thirty (30) days prior to such cancellation or termination. If during the said thirty (30) day period the lessee, its sub-lessee or assigns shall pay said rental installment or comply with the term or condition of the lease stated in said notice, then the right of the lessor to cancel or terminate the lease for the cause mentioned shall cease and be of no effect.

- 13 -

It is agreed that lessee may make such additions, alterations, replacements, and improvements upon the buildings and equipment on said premises as to it shall seem best for the conduct of its business, or for the use of said premises for any purpose authorized hereunder. All of said alterations and improvements shall be made at the expense of the lessee, and without obligation upon the lessor.

- 14 -

It is agreed that lessee shall have the right to remove any or all of its equipment and trade fixtures from said premises, at the expiration of this lease or sooner determination, or any extension thereof, and that it may enter upon said premises at any time prior to, or within ten (10) days after the expiration of this lease or any extension thereof, for the purpose of removing any of its property and equipment and fixtures located on said premises.

- 15 -

The word "LESSOR" herein shall be construed to include the said lessor, his heirs, representatives and assigns, and the word "LESSEE" herein shall be construed to include the said lessee, its successors and assigns.

It is understood and agreed that this lease shall not become binding upon the lessee until executed by a Vice President thereof.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals in triplicate, this 13th day of August, 1938.

Signed and sealed in the presence of:

A. M. Wright

M. H. Dameron

W. H. ALLEN (SEAL)  
W. H. Allen

Signed and sealed in the presence of:

H. J. Barchfeld

Lloyd Brawdy.

GULF OIL CORPORATION  
BY: W. V. Hartmann,  
Vice President

Attest: O. G. Cramer  
Asst. Secretary

