

Said premises are leased for the purpose of the sale and storage thereon of gasoline, petroleum and petroleum products, and at lessee's option for the conduct of any other lawful business thereon.

It is agreed that lessee shall, subject to all applicable laws and governmental regulations and restrictions on construction of the type herein contemplated, erect and construct service station buildings and improvements on said leased premises at its expense and in accordance with plans and specifications approved by lessee, subject to the following terms and conditions:

(a) In the event building permits cannot be secured for the construction of the contemplated service station buildings and improvements, and for the installation of reasonable equipment or lessee is prohibited or prevented from proceeding with such construction, due to then existing governmental restrictions on construction of the type herein contemplated, or because of governmental regulations on building construction and materials, the parties hereto agree that if, after the expiration of a reasonable length of time, it appears that lessee shall not be able to proceed with the construction of said service station buildings and improvements, because of either the inability to obtain the necessary building permits, or because of the aforementioned governmental regulations or restrictions, lessee may cancel this lease at its election on thirty (30) days notice in writing to lessor and thereupon lessee shall be relieved from any and all further liability hereunder.

(b) Title to the service station buildings and improvements constructed on said leased premises by lessee, as herein provided, shall remain the personal property of lessee and lessee shall have the right and privilege, but shall be under no obligation, to remove such property at any time during the period of this lease or any renewal thereof. Upon the expiration or other termination of this lease, or any renewal or extension thereof, lessee shall have a period of sixty (60) days within which to remove its property, including said building and improvements, or to negotiate its sale to an incoming tenant or buyer, and during said sixty (60) day period no charge shall be made to lessee for storage or rent, nor shall this be considered to be a violation or waiver of the holdover provision in paragraph 5 of this lease.

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