

Either party may terminate this agreement without notice on account of the breach or default of the terms hereof by the other party.

Rental

3. As rental for the premises and the property herein leased, Lessee agrees to pay to Lessor the sum of Eighty and no/100 Dollars (\$80.00) monthly in advance at the address of Lessor shown above or elsewhere as Lessor may direct.

Use

4. The premises and property herein leased shall be used and occupied by Lessee solely for the purpose of the sale of petroleum products and parking.

5. Lessor hereby further grants Lessee a 20 foot non exclusive parking easement as shown on the attached plat labeled Exhibit "B" and described as an area 85' x 20' x 85' x 20' as shown outlined in red on said Exhibit B and described by corners "G", "C", "E", and "H". This is a permanent easement and will continue in effect regardless of the continuation or termination of this lease.

6. As part of the consideration for this lease Lessee covenants and agrees with Lessor, as follows:

A. Lessee will install or cause to be installed, at its sole cost and expense, a self-service gasoline installation complete, including two 10,000 gallon underground tanks. Should Lessor decide at the end of the initial lease period or any 12 month renewal period thereafter, to exercise its option to terminate this lease, Lessor will reimburse the unamortized portion of the gasoline tanks and the cost of the installation to Lessee, such amortization to be calculated on a 10 year straight line basis, and same shall be Lessor's property.

B. Lessee will fill in, to the site preparation specifications as designated by PHILLIPS PETROLEUM COMPANY, the above described leased premises together with the easement area adjoining same on the north as described in the deed from Lessor to John J. Martin referred to in the above description of the leased premises and the area of the easement hereinabove granted by Lessor to Lessee, said total fill area being 100 feet, more or less, on the east and west boundaries thereof and 120 feet, more or less, on the north and south boundaries thereof and being the cross hatched area reflected on Exhibit A attached hereto.

Additions
& Alter-
ations

7. Lessee shall have the right to install and maintain upon the leased premises such machinery, apparatus, and equipment as he may deem necessary in the conduct of its business, all of which shall be and remain the property of Lessee and may be removed by Lessee at the termination of this lease, except as herein otherwise provided, provided that Lessee shall repair all damage to leased premises caused by the installation and removal, and provided further that all rentals due hereunder shall have been fully paid and all other obligations of Lessee shall have been fully performed.

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