

3. The rental hereby reserved and which the Lessee hereby covenants and agrees to pay as rent for the use of said premises during the term of this lease is as follows:

Lessee agrees to pay to Lessor the sum of One hundred and Fifty Dollars (\$ 150.00) DOLLARS for each month during the term of this lease, payable in advance on the first day of each and every month, beginning on the 1 day of September, 19 58

4. LESSEE shall have the right to use or permit the use of said premises for all lawful purposes. It is the immediate intention of LESSEE to use the property for a service and distributing station for the sale and distribution of gasoline; oil, other petroleum products, automobile accessories, and related lines, but such purpose of LESSEE shall not be construed to limit in any way the rights herein conferred to use said premises for all lawful purposes. LESSEE is given the right to move, alter or modify any portion of the premises, including tanks, drive-ways, grades and curbing; to remodel or entirely remove existing buildings or structures; to place on and under the leased premises such buildings, tanks, pipe lines and other equipment and material as may be suitable or necessary; and shall likewise have the right on the termination of this lease or of any renewal or extension thereof, whether by expiration, forfeiture or otherwise, and provided that LESSEE has complied with and performed its obligations hereunder, to remove from the premises any such buildings, tanks, pipe lines and other equipment, or trade fixtures placed on the premises for any purposes by the LESSEE.

5. LESSOR agrees to pay all taxes, general and special that may be levied or assessed against said premises. For the severance of said premises, the part of LESSOR to pay any such taxes and charges when due and payable LESSEE shall have and he hereby gives the right to pay such charges the same to LESSOR and LESSEE may withhold an amount of any such taxes and charges until he shall have been reimbursed for any sum so advanced, together with the interest thereon. LESSEE, however, shall be bound to pay any such taxes and charges when due and payable. LESSEE shall be bound to pay any such taxes and charges when due and payable. LESSEE shall likewise be bound during the period of the occupation to pay any water rates or water taxes assessed against said property.

If any payment required to be made under the terms of any mortgage which is now a lien on the demised premises, or shall become a lien on the demised premises, is not paid when same becomes due and payable, then LESSEE may make any such payment and deduct the amount thereof, together with interest thereon from the date of payment from the next installment or installments of rent due hereunder until fully reimbursed for such payment.

6. LESSEE shall not use said premises for any unlawful purpose and shall during its occupancy thereof comply with all laws, ordinances and regulations effecting said property or the use thereof.

7. It is LESSEE'S purpose to use said property as a service or distributing station. This lease is made contingent upon LESSEE'S obtaining and retaining the necessary legal permission to so conduct and operate said business upon the premises. If said permission can not be secured or, if obtained, is subsequently revoked, then LESSEE, at its option, may terminate this lease, by giving LESSOR written notice in the manner as hereinafter provided in this paragraph. Rents provided for shall automatically cease during any period of time that LESSEE is deprived of or denied the right to conduct its business upon said premises by any proper or legal authority. It is likewise understood and agreed that if during the period of this lease or any extension thereof, LESSEE'S use of said premises for said purposes should be restrained, prevented or forbidden by any restrictions on the property or by any law, ordinance or other regulation, or there should be any change in the location or grade of the street or streets bounding said property that prejudicially affects ingress or egress or the convenient use of it for the purpose of a service and distributing station, or in the event there should be any substantial diversion of traffic from the streets of any of them on which the said station is located, due to new streets, change in traffic regulations, the erection of safety islands affecting the ingress and egress, rerouting of highways or separation of grades, or if any part of the premises should be taken under condemnation proceedings, or street or streets bounding said property permanently closed, LESSEE shall have the right to terminate this lease at the end of any month after such plan of operation is so restrained, prevented or forbidden, or after such change or condemnation is begun, or after such diversion of traffic shall have become effective, upon sixty days' prior written notice to LESSOR. If the lease shall be terminated under this clause LESSEE shall vacate the property and shall have the same right to remove its buildings, tanks, pipe lines, equipment, etc., that it would have upon the expiration of the lease by lapse of time.

8. LESSEE shall have the right and option, by written notice to LESSOR given on or before 19____, to extend this lease for a further term of _____ years beginning on _____, 19____, and expiring on _____, 19____, at a rental of _____ (\$ _____) DOLLARS per month during the period of such extended term, payable on the first day of each month in advance. In all other respects the extended lease shall be upon the terms of this lease.

9. LESSEE shall have the right and option, by written notice to LESSOR given on or before _____, 19____, to extend this lease for a further term of _____ years beginning on _____, 19____, and expiring on _____, 19____, at a rental of _____ (\$ _____) DOLLARS per month during the period of such extended term, payable on the first day of each month in advance. In all other respects the extended lease shall be upon the terms of this lease.

10. LESSOR shall not be bound to make any repairs, alterations or improvements to the premises and shall not be bound for any expense on that account incurred by LESSEE.

11. The LESSEE shall have the right to sub-lease the demised premises or to assign this lease upon first obtaining the written consent of the LESSOR, and such consent or approval shall not be unreasonably withheld. Anyone taking and holding the leased premises or any part thereof under LESSEE shall take and hold same subject to all the terms, provisions and limitations of this lease contract.

12. Upon the termination of this lease by lapse of time, forfeiture, breach of condition, or in any other way, LESSEE covenants to surrender to LESSOR the quiet and peaceful possession of the leased premises.

13. All written notices to LESSOR or LESSEE provided for herein may be served by delivering the same at the addresses hereinabove given or mailing such notice or notices by registered mail to such addresses. Either party may designate by like notice to the other, a new address to which any such notice or notices shall thereafter be mailed or delivered.

14. If LESSEE should fail to pay any installment of rent when same becomes due and payable, or should breach or fail to comply with and perform any of the other terms and provisions of this agreement, and if such default should continue for sixty days after written notice to LESSEE of such default, LESSOR shall have the right to continue the lease in force and bring suit for the rent or other default, or, at election, to terminate the lease and re-enter and take possession of the leased premises as of former estate; and so for each breach or default, this right being a continuing one.

15. LESSOR shall not be liable for any loss or expense arising or resulting from claims upon the LESSEE or against the leased premises by way of mechanics' liens or furnishers' liens for work done at LESSEE'S direction or under LESSEE'S supervision; nor shall LESSOR be in any way liable or responsible for damages on account of injury to persons or property suffered or alleged to have been suffered by any person or by his property which such person or property is, during the term of this lease, within the demised premises. LESSEE hereby agrees to pay or discharge or successfully defend against any and all such claims, liens and demands. The foregoing disclaimer of liability by LESSOR and express assumption of liability by LESSEE shall apply only to any and all claims, liens and demands arising from or growing out of the use and occupation of the demised premises and the activities within carried on by LESSEE.