

improvements are completed on said Poinsett Street, if possible. In addition to the erection of the aforesaid station the Lessors shall grade the property to street level, rendering it suitable for use as an automobile service station.

(3) Upon the completion of the aforesaid station and the grading of the lot within the time specified above, the Lessors agree to execute a lease in favor of the Lessee, which lease shall contain the following provisions:

(a) The term thereof shall be for a period of five (5) years commencing upon delivery of possession to the Lessee.

R. A. J. ~~one month from~~ (b) The monthly rental shall be at the rate of One Hundred Eighty and no/100 (\$180.00) Dollars, which shall become due and payable shall be due and payable each and every month thereafter during the life of the lease. The Lessee has deposited with the Lessors Three Hundred Sixty and no/100 (\$360.00) Dollars, receipt whereof is hereby acknowledged by Lessors. This amount shall be applied to the first two months' rent. If the Lessors fail to perform the terms of this agreement the \$360.00 shall be refunded to the Lessee.

(c) A default in any monthly payment, at the option of the Lessors, shall terminate the said lease.

(d) The Lessors shall be responsible for the maintenance of the roof and outer walls of the building, and the Lessee shall be responsible for the maintenance and upkeep of the remaining portion of the building, including the painting thereof.

(e) Upon the expiration of the term, the Lessee will surrender up the premises in as good condition as received, reasonable wear and tear excepted.

(f) Upon the expiration of said lease the Lessee shall have the right to remove all trade fixtures installed on the premises by him, including pumps and underground tanks.

IN WITNESS WHEREOF, the parties hereto have hereunto set their

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