

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, pipelines and other equipment, or trade fixtures, placed on the premises for any purpose by the Lessee.

**LESSEE**

6. ~~LESSEE~~ agrees to pay all taxes, general and special, that may be levied or assessed against said premises. ~~In the event of failure on the part of Lessor to pay any such taxes and charges when due and payable, Lessee shall have and is hereby given the right to pay and charge the same to Lessor, and Lessee may withhold all rentals as they accrue until it shall have been reimbursed for any sum so advanced, together with interest thereon. Lessee, however, shall be bound to reimburse Lessor for any additional tax or charge that may be assessed against Lessor solely upon or on account of the buildings, tanks, pipelines and equipment of Lessee placed upon said property and belonging to Lessee, provided Lessor submits proper evidence of such assessments; and 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 made 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 instalments of rent due hereunder until fully reimbursed for such payment.

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

8. 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 so to conduct and operate said business upon the premises. If said permission cannot 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 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 purpose should be restrained or prevented by any restrictions on the property or by any law, ordinance or other regulation, 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 condemnation is begun, or after such street or streets shall be permanently closed, upon sixty (60) 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, pipelines, equipment, etc., that it would have upon the expiration of the lease by lapse of time.

It is further understood and agreed that should there be any change in the location or grade of the street or streets bounding said property that prejudicially affects ingress or egress, or in the event there should be any substantial diversion of traffic from the street or streets on which the said station is located, due to new streets, the erection of safety islands affecting the ingress and egress, rerouting of highways or separation of grades, then Lessee shall have the right, upon sixty (60) days' prior written notice to Lessor to terminate this lease at the end of any month after such change is begun, or after such diversion of traffic shall have become effective.

~~9. Lessee shall have the right and option, by written notice to any one of the persons named as Lessor, or any one of his heirs or assigns, 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 rate 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. If Lessee exercises its option to extend this lease as permitted in the paragraph immediately preceding, 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.~~

11. Lessor shall not be bound to make any repairs, alterations on or improvements to the premises and shall not be bound for any expense on that account incurred by Lessee.

12. Lessee shall have the right to sub-lease the demised premises or any part thereof or to assign this lease. 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 and by such assignment or sub-lease Lessor shall not be relieved of its obligations to pay rent as herein provided.

13. 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.

14. Any written notice to Lessor or Lessee provided for herein may be given by mailing such notice by registered mail.

15. 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 (60) 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.

16. 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.

~~17. Lessor covenants and agrees that Lessor will not, at any time during the continuance of this lease or any extension thereof, or at any time within a period of ten (10) years following any purchase of the demised premises by Lessee, directly or indirectly sell or offer for sale, or engage in the business of handling or selling, any gasoline, motor fuel, kerosene, lubricating oils, greases, heating oils, solvents, or any fuel ingredient or product for the propelling of motor vehicles, upon any property within a radius of two thousand feet of the boundary lines of the property herein demised; nor will Lessor, during such period, sell, rent or permit to be occupied or used for such purposes any property now or hereafter owned, leased or controlled by Lessor, within said area, nor display or permit to be displayed upon any such property within said area any advertisement of any of the aforementioned products other than the products of or hereafter owned, leased or controlled by Lessor within such area. Lessor will insert such restrictive clauses and covenants as will prevent any such property from being used during the period aforesaid for any purposes herein prohibited. In the event of the purchase of the demised premises by Lessee, Lessor further covenants and agrees to insert in the deed conveying said premises to Lessee a covenant restricting Lessor, and Lessor's heirs, personal representatives, successors and assigns, from using or permitting the use of any premises of Lessor within a radius of two thousand feet of the boundary lines of the demised premises for the storage, handling, sale or advertising of any gasoline, motor fuel, kerosene, lubricating oils, greases, heating oils, solvents, or any fuel ingredient or products for the propelling of motor vehicles, for a period of ten (10) years from the date of such deed.~~

18. Lessee is hereby given an option to purchase the above described premises, together with all buildings, improvements and equipment thereon, during the term of this lease or any renewal period for the sum of \$32,500.00 DOLLARS (\$\_\_\_\_\_). In the event Lessee desires to exercise this option it will give notice in writing delivered or mailed, as above provided, to any one of the persons named as Lessor or any one of their heirs, successors or assigns, on or before 30 days before said sale is to be completed. In that event, Lessor agrees to convey to Lessee a good and marketable title to said premises by warranty deed, free and clear of all encumbrances, and further convey all improvements, installations and equipment thereon by bill of sale, for the consideration above named, free and clear of all liens and encumbrances of whatsoever kind and character.