

construction on the Premises, Lessee agrees to take such steps as may be required to remove or release the same or provide Lessor a bond in the amount thereof within ten (10) days following written demand by Lessor for such bond.

4. The primary term of this Lease shall commence on the date the Lessee commences operation of the automotive service station business upon the leased premises ~~or on the fifteenth (15th) day of September, 1978~~ ~~or on the sixtieth (60th) day following the date hereof~~, whichever date shall first occur and shall run for a period of fifteen (15) years from and after said date. It is agreed, however, that Lessee shall have the right, providing Lessee is not then in default under any of the terms or conditions hereof, to extend this Lease for two additional terms of five (5) years each upon the same terms and conditions, except rental, by giving Lessor written notice of its election to exercise this right of extension at least six (6) months prior to the expiration of the primary term or the expiration of any extension term.

J.H. M.F.

5. During the primary term of this Lease, Lessee shall pay Lessor as rental for the leased Premises, the sum of One Thousand Seven Hundred Ninety One and 66/100 (\$1,791.66) Dollars each month in advance.

During the first extension term, if Lessee exercises its right to extend this Lease, Lessee shall pay Lessor as rental for the leased Premises, the sum of One Thousand Nine Hundred Seventy and 82/100 (\$1,970.82) Dollars each month.

During the second extension term, if Lessee exercises its right to extend this Lease, Lessee shall pay Lessor each month as rental for the leased Premises whichever of the following amounts is greater:

- (a) One Thousand Nine Hundred Seventy and 82/100 (\$1,970.82) Dollars or,
- (b) An amount as the parties hereto shall agree as the fair monthly rental for the leased premises to be determined as of the beginning date of such extension term. If the parties cannot agree as to such