

REMOVAL OF IMPROVEMENTS & EQUIPMENT

10. Provided Lessee has performed its obligations hereunder, Lessee shall have the right, at any time or times, to enter the premises with such equipment and workmen as may be necessary and remove therefrom any and all property and equipment of Lessee, including, but not limited to, fixtures, buildings and other improvements and equipment of any kind whatsoever which Lessee may have placed or caused to be placed thereon at any time. Lessee shall have the right to leave all or any part of said removable property and equipment on the premises until and for a period of 10 days after rental notice to remove the same, whether or not this lease shall have terminated and without liability for rental during said period and without forfeiting any rights to enter and remove said property and equipment.

J.H.S.  
R.M.B.  
E.C.R.

TAXES

LESSEE

11. ~~Lessor shall pay all taxes, general and special, that may be levied or assessed against said premises or against any improvements thereon. If Lessor fails to pay any such taxes when due, Lessee shall have the right to pay them, charge them to, and collect them from Lessor.~~

LESSEE'S RIGHTS OF TERMINATION

12. If it should be or become unlawful to sell, store or handle gasoline or other petroleum products on said premises, or to operate or maintain thereon equipment necessary or convenient for the sale, storage or handling thereof, then Lessee at Lessee's option, may terminate this lease. All rents shall automatically cease during any period in which Lessee is deprived of the right to conduct its business upon said premises by any proper legal authority. If during the term of this lease, or any extension thereof, Lessee's use of said premises for said purposes, or Lessee's plan of operation, should be restrained in any way by any restrictions, law, ordinance or regulation, or there should be any change of location of any grade or any street bounding said property that prejudicially affects ingress or egress or its use as a service and distributing station, or if there should be any substantial diversion of traffic from any street on which said station is located, due to any new street, change in traffic regulations, erection of any safety island, rerouting of any highway, closing of any street, or separation of any grade or if any part of the premises should be condemned or if for any reason whatsoever this undertaking should become in Lessee's sole judgment, profitless to Lessee, then on the happening of any one or more of these events, Lessee shall have the right, at any time thereafter, at its option, to terminate this lease Agreement and remove its property as hereinbefore provided upon 30 days' prior notice, without other cause, and payment to Lessor of the equivalent of three months' rent.

NOTICE OF DEFAULT

13. No failure of Lessee to pay any rent when due or to perform any other provision of this Agreement shall work a forfeiture unless the same shall continue for 60 days after written notice to Lessee specifying the alleged default. If Lessee should fail to cure said default within said period Lessor shall then have the right to continue this lease in force and bring suit for the rent or other default or, at Lessor's election, to terminate the lease, reenter and take possession as of Lessor's former estate; and so for each default, the foregoing rights in favor of Lessor and Lessee being continuing ones.

OFFSET OF DEBTS

14. Lessee shall have the privilege of retaining and applying any and all rentals at any time due hereunder to any indebtedness that may be due Lessee from Lessor. Lessee does not assume any of the obligations or duties that Lessor may now or hereafter owe to any person or legal entity except as may be expressly provided for herein.

WARRANTY OF TITLE AND POSSESSION

15. Lessor warrants that Lessor is the sole owner of the premises and that same are free and clear of all encumbrances and from any restrictions as to use except as herein expressly stated. Anyone taking and holding the premises or any part thereof under or from the Lessee shall take and hold same subject to all the terms, provisions and limitations of this Agreement. And Lessor covenants that Lessor will put Lessee in possession of said premises at the beginning of the term and that Lessee shall have the peaceful and uninterrupted possession thereof to the end of the term and of any extension thereof and for so long as Lessee performs the covenants and conditions of this lease.

SUBLETTING & ASSIGNING

16. Lessee, without Lessor's consent, shall have the right to sublet or assign any or all of its rights and privileges hereunder, but any such subletting or assignment shall not relieve Lessee of its obligations hereunder unless Lessor shall consent in writing to such subletting or assignment.

RESTRICTIONS ON NEIGHBORING PROPERTY

17. Lessor covenants and agrees that Lessor will not, at any time during the term of this lease or any extension thereof, or any time within a period of ten (10) years following any purchase of the premises by the Lessee, directly or indirectly, sell or offer to sell, or engage in the business of handling or selling any gasoline, motor fuel, kerosene, lubricating oils, greases or any fuel ingredient or product for the propelling of motor vehicles on any property within a radius of 2,000 feet of the boundary lines of the property hereby leased, 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 any advertisement of any of the aforementioned products other than those of Lessee, and Lessor further covenants and agrees that in any lease, deed or other instrument hereinafter executed affecting any property now 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 periods aforesaid for any purpose herein prohibited.

OPTION TO EXTEND TERM

18. (a) The Lessor hereby grants to Lessee the right and option to extend this lease for .....

1-5yr period from June 1, 1973 and one 5-yr period from June 1, 1978 on same terms & conditions

Lessee shall notify Lessor in writing of its election to extend this lease sixty (60) days prior to the date of the expiration of the term of this lease and notice thereof shall be deemed sufficient if given in the manner hereinafter provided.