- 3. LESSEE is hereby granted the option to renew and extend the lease for a further term of Five (5) years next succeeding the expiration of the current term as extended in Paragraph 2 above, upon the same terms and conditions and at the rental of a sum, payable on the fifteenth day of each month, equivalent to One and One Half Cents (1½c) per gallon, on each gallon of gasoline or motor fuel delivered to said premises during the preceding calendar month by LESSEE, its sublessees or assigns, provided that said rental shall not be less than Four Hundred Ninety-One Dollars (\$491.00) per month. In the event LESSEE shall elect to exercise said option of renewal, it shall do so by written notice thereof to LESSOR not less than Thirty (30) days prior to the expiration of the current term as extended.
- 4. LESSEE shall, at its own expense maintain in good condition and repair and suitable for the business purposes of LESSEE all the demised premises and improvements including driveways and approaches, except as hereinafter provided. In the event of destruction or damage to the demised improvements caused by fire or action of the elements, should LESSOR fail to rebuild or repair same within ninety (90) days, LESSEE shall have the option of terminating this lease by written notice to LESSOR and should such option be exercised, LESSEE shall be relieved of all obligations under this lease except payment of any rent which may have accrued prior to the date of destruction or damage. No rent shall be payable for any period during which the premises shall be untenable.

It is further agreed, that LESSOR shall maintain and keep in proper state of repair, with the exception of painting, the roof and outder walls of the building located hereon at LESSOR'S expense, all other maintenance and repairs to be the responsibility of the LESSEE.

5. Except as herein changed, all the terms, provisions, conditions, options and agreements contained in said lease dated August 22, 1951, by and between LESSOR and LESSEE are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have duly signed these presents and affixed their respective seals the day and year first above written.

Buyner a Keyn

J. Robert Martin

J. Robert Martin

WITNESS:

THE AMERICAN OIL COMPANY

TO V. H.A.

By: 190...4.

Patricia C. Mitchell Regional Manager

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