

of the Lessor lying in the rear of, Southwest of and adjacent to the property hereby leased.

This lease is executed upon the following terms and conditions:

1.

The term of this lease shall be for a period of ten (10) years, beginning as soon as the building and improvements hereinafter described are fully completed in accordance with the terms of Paragraph Three of this instrument.

2.

The Lessee agrees to pay rent for said premises as follows: The sum of Ninety and no/100 (\$90.00) Dollars per month, payable in advance not later than the 15th day of each and every month, beginning when the building and improvements hereinafter referred to have been fully completed, and an additional rental of a sum equal to one (1¢) cent per gallon for each gallon of gasoline and diesel motor fuel in excess of 9,000 gallons per month, which the Lessee may deliver to the service station to be constructed on the above property, during the month for which said rental is to be computed, and such additional or excess rental, if any, shall be paid between the 10th and 15th days of the next succeeding month thereafter of each year of this lease after the expiration of each monthly period.

The Lessee agrees that on or before the 10th day of each and every month during the term of this lease, it will furnish to the Lessor a full and complete statement showing all gasoline and diesel motor fuel delivered to the service station on the leased property for the preceding month. The Lessee further agrees to keep or cause to be kept such records as will accurately show the number of gallons of gasoline and diesel motor fuel delivered to the service station upon the above described property, and will permit the Lessor, or his agents, to inspect such records at any time and from time to time, during business hours, when the Lessor desires to do so.

*W. L. L.*

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Rainey, Fant, & Morrah, Attorneys At Law