

(c) In the event lessee is granted an option to extend under the provisions of paragraph (11) (a), it is agreed that if lessee does not in any instance elect to lease said premises in accordance with the provisions of paragraph (11) (b), such failure shall in no way limit or affect lessee's right and option to extend this lease as provided in paragraph (11) (a).

(12)—Holdover. If, at the expiration or termination of this lease or any extension thereof, lessee shall hold over for any reason, the tenancy of lessee thereafter shall be from month to month only and be subject to all other terms and conditions of this lease, in the absence of a written agreement to the contrary.

(13)—Assignment and Sub-letting. Lessor consents that lessee may assign or sub-let the premises, provided that lessee shall remain liable to lessor for the performance of all the terms hereof.

(14)—Notice. Notices from lessee to lessor shall be sufficient if delivered to lessor, or if sent by telegraph, or if placed in the United States mails addressed to the lessor at the address shown in this lease. Notices from lessor to lessee shall be sufficient if posted in the United States mails, postage prepaid, addressed to the lessee's place of business as shown in this lease.

(15)—Change in Ownership. No change in ownership, assignment of this lease, or assignment of rentals hereunder shall be binding upon lessee unless and until lessee has been furnished either the original instrument evidencing such transfer, or assignment, or a true copy thereof.

(16)—Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors or assigns.

(17)—Entirety of Agreement. No prior stipulation, agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the provisions of this lease.

(18)—Approval and Signing by Lessee. This agreement shall not be binding on Texaco Inc. until approved and signed on its behalf by a duly authorized officer or employe. Commencement of performance hereunder prior to such approval and signing shall in no case be construed as a waiver by Texaco Inc. of the foregoing requirement.

(19) Lessor hereby covenants and agrees to do the following work:

- ✓ (a.) Remove present 21" Texaco sign and bay identification and return same to Texaco Inc. Warehouse.
- ✓ (b.) Install porcelain enamel veneer on front and two sides of building per DS-1 specifications.
- ✓ (c.) Construct and/or install perimeter overhang per DWG. DS 8005 AD.
- ✓ (d.) Install perimeter lighting per DWG. AD-162 (2,3,4).
- ✓ (e.) Remove existing yard lighting from floodlight pole, Banjo Pole and Island light poles. Remove island light poles, Return all equipment to Texaco Inc. warehouse.
- ✓ (f.) Install mercury vapor ramplights as indicated and per DWG. DS-9114-AD-1.
- ✓ (g.) Remove existing rest room doors and frames, install two new aluminum rest room doors and frames per DS-I Specifications.
- ✓ (h.) Remove existing wood frames around sales room windows, replace with aluminum store front per DS-I Specifications.
- ✓ (i.) Install new 16' tee light per DWG DS-9114-AD-1 on existing pump island as indicated.
- ✓ (j.) Install one new frame contact lift in second bay per MFR's Specifications.
- ✓ (k.) Remove existing Banjo lighting kit, return to Texaco Inc. warehouse. Install new mercury vapor banjo sign kit per DWG. DS-9114-AD-1.

INITIAL HERE

*[Handwritten initials]*