LEASE (RENTAL DETERMINED BY SALES)

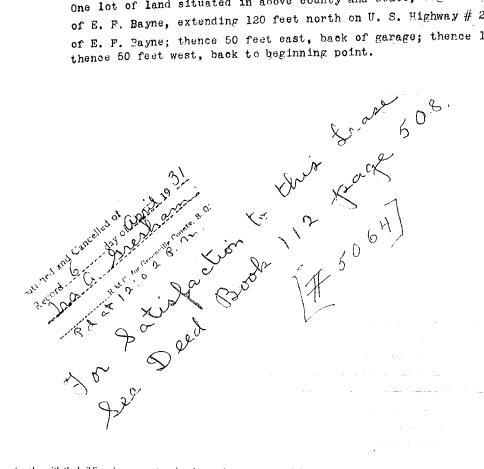
THIS AGREEMENT, made this.

14th

14th

15th

15



together with the buildings, improvements and equipment thereon or connected therewith, all of which are listed in the Schedule hereto attached, and marked Schedule "F"

beginning on the 20th day of August 30
and ending on the 19th day of August 1.7
Lessee paying therefor as rental each month an amount equivalent to one cent (Ic) for each gallon of gasoline and other motor fuels sold during the month at said premises by the sach books and records as will accurately show the number of gasoline and other motor fuels sold during the month at said premises by the such books and records as will accurately show the number of gasoline and other motor fuels sold during the month at said premises by the such books and records as will accurately show the number of gasoline and other motor fuels sold during the month at said premises by the such books and records at any time and from time to time when the Lessor desires so to do.

The above letting is on the following terms, conditions and covenants, to wit:

- 1. Lessee shall pay the specified rent at the times and in the manner provided.
- 2. The said premises may be used as a gasoline filling and automobile service station, including the storage and sale of gasoline and other petapleum products, and all automobile supplies and accessories.
- X2Lessor agrees to pay ...! taxes, assessments, water bills, and all other taxes or charges that may be levied against said premises and Lessor also agrees to pay all bills or charges for light, power and heat incurred in the use of said premises. If at any time during the term hereof Lessor is not employed by Lessee to operate said premises, then Lessee agrees to pay all bills and charges for light, power, heat and water incurred by Lessee, or its employees, or sub-lessees at said premises. Should Lessor fail to pay any such taxes, bills, and charges, when due and payable Lessee shall have the right to pay the same, and to charge the same to Lessor, and Lessee may withhold from any rentals payable hereunder as they accrue such amounts as may be necessary to fully reimburse Lessee.
- If and in the event the duly authorized authorizes of the town, county, or other sub-division of the State, now in existence or hereafter created, in which said premises are located, shall refuse to grant, or having granted, shall rescind any permit necessary for xessee to store and said at said premises gasdine and other petroleum products, or to use placed or used on the premises by Lessee in the conducts, or shall has a law or issue an order which shall in the judgment of Lessee necessitate the removal of the tanks or other appliances owned, continuance of its business on the premises, then and in either of such events, this lease shall at the option of Lessee become null and void and all obligation to pay the rental hereunder
- X3 Lessee is hereby given be right to move, remove, change or alter any building, structure, tanks, curbing, pavement or driveways now on said premises and \$\tilde{\phi}\$ constant, the further of the paint said buildings, structures, equipment and machinery as shall in its opinion be necessary to use and operate said premises. Lessee is hereby given advertisements as it shall elect.

 Lessee is hereby given the further of t
- HUpon the expiration or termination of this lease for any cause Lessee is to return the property herein described to Lessor and Lessee shall restore said premises to the condition existing on the date hereof, ordinary wear and tear excepted, provided, however, Lessee shall not be required to replace or relocate any building, structures, tanks or machinery placed thereon by Lessee.

 Lessee shall have the right to remove from said premises all buildings, structures, pumps, tanks, machinery and equipment
- X.5 In case the premises are rendered unfit for occupancy by fire, storm, explosion, or any other cause, no rental shall accrue or is to be paid from the beginning of such unfitness for occupancy until the property is put in tenantable condition, and Lessee is able to and does occupy said premises for the purposes herein described. Lesser agrees to immediately replace, repair or reconstruct apy buildings, structures occupanent on the premises in the event that they are rendered until for occupancy or to reconstruct or replace said buildings, structures and epipment of like value and like value and like character and construction. Should bessor fail or relies to immediately commence and proveed for the amount expended therefor and is hereby authorized to withhold all rents as they occur until it shall be reimbursed for said expenditure, or Lessee shall have the vight and
- Lessee during the term of this lease or any renewal or extension thereof shall have the right and privilege to sublet or assign all or any part of its right under and to said premises but any such subletting or assignment shall not relieve Lessee from its obligation to pay the rent herein reserved unless Lessor shall consent in writing to such subletting or assignment.
- or assignment.

 1 Lence shall have the privilege and option of renewing this agreement for any action hereof upon the same terms and conditions as hereinabaye set forth and shell privilege of renewal and excession shall be considered as having them exercised unless Lessee gives Lessor notice in writing at least thirty (30) days prior to the expiration hereof of its intention not to exercise such renewal privilege.
- M.8 Lessee has and is hereby given the right to cancel this lease at any time on giving Lessor thirty (30) days' notice of Lessee's intestion so to de. On the date such said cancellation an amount which shall be determined by multiplying the largest rental theretofore paid in any one month under this lease by the number of full years remaining