

3. RENTAL. MURPHY agrees to pay the following rent for such premises:  
— Forty-seven Thousand Nine Hundred Sixty-one  
The sum of and Sixty/100 Dollars (\$47,961.60);  
payable in equal monthly installments of \$399.68  
Three Hundred Ninety-Nine and 68/100 Dollars

It is agreed that rental shall be payable in monthly installments due and payable in advance on the first day of each month. Pro-rated payments shall be made for any periods of less than one calendar month which occur at beginning or end of the term. Rental may be paid in cash or by MURPHY'S check mailed to LESSOR at LESSOR'S address shown above.

If MURPHY should fail to pay any installment of rent when same becomes due and payable, or should breach or fail to comply with any other terms or provisions of the agreement, and if such default should continue for thirty (30) days after written notice of such default has been delivered to MURPHY at its address shown above, LESSOR shall then have the right to terminate this lease on thirty (30) days written notice to MURPHY.

4. MAINTENANCE AND USE. During the term of this lease LESSOR shall maintain said premises, buildings and improvements in a good state of repair, reasonable wear and tear excepted.

MURPHY shall have the right to use or permit the use of said premises for all lawful purposes. It is MURPHY'S immediate intention to use the property for the sale and distribution of petroleum products, automobile accessories and related lines, but such intent of MURPHY shall not be construed to limit in any way MURPHY'S right to use said premises for all lawful purposes. Throughout the term of this lease and any extensions thereof, MURPHY shall have the right to alter or modify the premises, including the right to remodel, remove or replace any existing improvements and to place on and under the said premises such buildings, tanks, pipelines or other

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