are located, shall refuse to grant, or having granted, shall rescind any permit necessary for Lessee to store and sell at said premises gasoline and other petroleum products, or to use the premises for the sale of such products, or shall pass a law or issue an order which shall in the Judgment of Lessee necessitate the removal of the tanks or other appliances owned, placed or used on the premises by Lessee in the conduct of its business, or imposing such restrictions upon the conduct of its business as shall in its judgment necessitate the discontinuance 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 shall cease and determine.

- 5. Lessee is hereby given the right to move, remove, change or alter any building, structure, tanks, curbing, pavement or driveways now on said premises and to construct build, and place upon said premises such buildings, structures, equipment and machinery as shall in its opinion be necessary to use and operate said premises. Lessee is hereby given the further right to paint said buildings, structures, tanks and equipment in any colors it shall select and to paint thereon such of its trademarks and other signs, devices and advertisements as it shall elect.
- 6. Upon 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 removed or relocated with the express consent of Lessor. Lessee shall have the right to remove from said premises all buildings, structures, pumps, tanks, machinery and equipment placed thereon by Lessee.
- 7. 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 accupy said premises for the purposes herein described. Lessor agrees to immediately replace, repair or reconstruct any buildings, structures or equipment on the premises in the event that they are rendered unfit for occupancy, or to reconstruct or replace said buildings, atructures or equipment with buildings, structures and equipment of like value and like character and construction. Should Lessor fail or refuse to immediately commence and proceed expeditiously to repair or reconstruct the premises, Lessee has the right at its option to repair or reconsturct the same, and in that event Lessee shall have a lien upon said premises for the amount expended therefor, and is hereby authorized to withhold all rents as they accrue until it shall be reimbursed for said expenditure, or Lessee shall have the right and option to cancel this lease without further leability.
- 8. 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.
- Lessee shall have the privilege and option of renewing this agreement for an additional period of three years, beginning with the date of the expiration hereof upon the same terms and conditions as hereinabove set forth and such privilege of renewal and extension shall be considered as having-been 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.
- 10. 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 intention so to do. 'On the date such cancellation becomes effective, excepting only when the cancellation is made in accordance with the provisions of Article 4 hereof, Lessee shall pay to Lessor as consideration for 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 before the expiration of this lease.
  - 11. (marked out)
- Any notice to be given by Lessee to Lessor shall be sufficiently given, if in writing, and delivered to Lessor, or mailed, postage prepaid, to Lessor at the premia s herein described, or at such other address as may at any time be furnished by Lessor to Lessee.

In-witness whereof, the parties here to have executed this agreement the day and

year first above written.

A. E. Moon.

J. T. Bennett.

C. E. Henderson.

Standard 011 Company of New Jersey.

Attest: Henry L. Fowler.

BY: J. V. King. Menager.