

PERMITS
AND
ORDI-
NANCES

(4) Lessor represents that all necessary licenses, consents and permits have been obtained to permit the storage, handling, advertising and sale of motor fuels, lubricants, other petroleum products and automobile accessories and for any and all business usually conducted in connection with gasoline service stations, and that any and all such licenses, consents and permits required therefor which have been taken out are valid and now in force and effect. Lessor agrees to transfer to Lessee any and all such permits or licenses if such permits or licenses are transferable.

In case such necessary licenses, consents and permits to operate a drive-in gasoline service station upon such premises shall be hereafter revoked without fault of Lessee, or if the use of the premises herein demised for any purposes enumerated above shall be in any manner restricted or prohibited by reason of any law, ordinance, injunction, regulation or order of any properly constituted authority, then Lessee shall have the right at its option to terminate this lease by giving ten days' written notice of its intention so to do and shall thereupon be relieved from all liability hereunder.

IMPROVE-
MENTS

(5) Lessee may move, remove or alter any building, structure, tank, curbing, pavement or driveway now or hereafter placed on said premises and may construct, build and place upon said premises such buildings, structures, tanks, curbings, pavement, driveways, machinery and other equipment as shall in its opinion be necessary or desirable to use and operate said premises, and may perform any and all acts necessary to the conduct of its business.

Lessor agrees that all buildings, structures, tanks, machinery, equipment and all other property owned by Lessee heretofore or hereafter placed upon the premises, whether annexed to the freehold or not, shall remain the personal property of Lessee, and Lessee shall have the right and privilege (but shall be under no obligation) to remove such property at any time during the period of this lease or any renewal thereof.

Upon the expiration or termination of this lease or any renewal thereof, Lessee shall have a period of thirty (30) days within which to remove its property or negotiate its sale to an incoming tenant or supplier. The leaving of such property on the premises during said period, shall not make Lessee liable for storage charges or rent, and shall not constitute a hold-over tenancy.

TAXES

ASSESS-
MENTS

(6) Lessee agrees to pay during the term of this lease all charges for water, gas and electric current that may be consumed on said premises and will pay all taxes on any and all property owned by Lessee upon the premises. Lessor agrees to pay all other taxes, assessments and betterments now or hereafter levied against the premises when due and payable, and if Lessor fails to do Lessee shall have the right to make such payments for the account of Lessor, and in such event may deduct from any rentals payable hereunder as they accrue such amounts as may be necessary fully to reimburse Lessee, or may require Lessor to make reimbursement to Lessee.

SUB-
LETTING
DEFAULT

(7) Lessee may sublet all or any part of the premises but no such subletting shall release the Lessee from its obligations hereunder.

(8) Anything herein contained to the contrary notwithstanding, Lessor agrees not to exercise any landlord's remedies against Lessee by reason of any default unless and until Lessor shall have given to Lessee written notice by registered mail of the default and unless Lessee shall have failed to remedy such default within a period of thirty (30) days from the giving of such notice.

WAIVER

(9) No waiver by either party, or his or its successors or assigns, of any breach of any of the covenants or conditions herein contained to be performed by the other party, shall be construed as a waiver of any succeeding breach of the same or any other covenant or condition.

(10) Lessee agrees at its expense to paint the interior of the service station within a reasonable time after the beginning date of this lease, and thereafter before the expiration of this lease Lessee will again paint the interior and also the exterior of the service station. Lessee further agrees to make all minor repairs to the service station which are made necessary by ordinary wear and tear. The words "minor repairs" as used herein shall be deemed to mean any repair which does not cost more than Fifteen Dollars (\$15.00).

Handwritten signature/initials

Lessor agrees at Lessor's expense to make promptly any and all other repairs to the demised property including (but not limited to) repairs and improvements required by public authority. In case the premises in Lessee's opinion are rendered unfit for operation as a drive-in gasoline service station by reason of fire, storm, explosion or any other cause, no rental shall accrue or is to be paid from the beginning of such unfitness until the property is put into tenable condition by Lessor and Lessee is able to and does occupy said premises for the purposes herein described. If Lessor defaults in making any repairs, improvements or restoration required of Lessor hereunder, Lessee may at its option either terminate this lease upon written notice or Lessee may have the necessary repairs, improvements or restoration done for the account of Lessor, and Lessor shall pay Lessee, upon demand, the expense thereof. If Lessor fails so to reimburse Lessee for the expense of such repairs, improvements or restoration, Lessee may deduct from any rentals payable hereunder as they accrue such amounts as may be necessary to fully reimburse Lessee.

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