

3. Party of the Second Part agrees to pay to Party of the First Part, as monthly rental, the greater of : (a) the sum of Fifty (\$50.00) Dollars per month, or (b) a sum computed at the rate of 1 1/4¢ per gallon for each and every gallon of gasoline sold at the premises each respective month, payable for each and every month during the term hereof, and any extensions thereof, on or before the 10th day after the end of each respective month.

4. Said premises shall be used for the purpose of operating a service station thereon for the sale at retail and distribution of gasoline, oil and other petroleum products, and Party of Second Part shall have the right and privilege of assigning this lease or subletting the premises, but anyone taking and holding the leased premises or any part thereof from Party of the Second Part shall take and hold same subject to all the terms, provisions and limitations of this lease contract.

5. Upon termination of this lease, Party of the Second Part shall have the right and privilege of removing from the said premises such pumps, tanks and other equipment owned by it and installed upon said premises, provided that upon such removal, the premises, including the building thereon, driveways and parking areas thereon are placed in as good condition as they are at the commencement of this lease, ordinary wear and tear excepted. The Party of the Second Part shall not erect any building upon said premises and shall not make any addition to or remodeling of the building upon said premises without first obtaining the permission of the Party of the First Part, and any building which may be so erected or any addition to or remodeling of the building upon said premises shall, upon termination of this lease, become the property of the Party of the First Part.

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