

Effective SEPT. 1, 1973, and continuing throughout the life of this lease, the lessee shall pay to the lessor an additional sum equivalent to .35¢ per gallon on the total deliveries to said premises of said products calculated on total monthly deliveries of said products to said premises and payable within a reasonable time after the end of each monthly term, but otherwise as stated in said Paragraph 4. The lessor agrees that the additional rent herein provided for shall be paid to the said owner by the lessor. This provision shall be void unless a lease, as aforesaid, is executed between the said owner and the lessee.

4. Paragraph 4 of said lease is further amended by adding thereto the following:

Should the service station on the leased premises be out of operation at any time during the period of modernization of said improvements as hereinabove contemplated, the minimum gallonage of three hundred thousand (300,000) gallons per year specified in said Paragraph 4 shall be reduced for each day the service station is out of operation by the average of the deliveries of said products to said premises per day for the corresponding month for the preceding year in excess of eight hundred twenty-two (822) gallons per day. To determine the amount by which said figure shall be reduced, first divide the total deliveries of said products to said premises for the corresponding month of the preceding year by the number of days in said month, and deduct eight hundred twenty-two (822) from the quotient. The result is the amount by which said sum of three hundred thousand (300,000) gallons shall be reduced for each day the said service station is not in operation.

5. The said lease is further amended by adding the following to Paragraph 7 thereof:

Commencing with taxes upon the land, building, and improvements for the year 1972, the lessee shall reimburse the lessor for all taxes on the land and building and improvements on the leased premises, exclusive of penalties of any kind or nature, and exclusive of discounts available for early payment. Should said taxes at any time be increased beyond that which is reasonable in light of the improvements to be made by lessee, the lessor shall, at the request of the lessee, contest said increase, and shall, at the request of the lessee, retain an attorney satisfactory to lessee, to direct the contest, but the lessee shall pay the attorney's fees, costs and penalties resulting from such contest.

6. The said lease is further amended by deleting Paragraph 11 therefrom, and by substituting the following in its place:

Commencing on the 1ST day of SEPT., 1973, the lessee shall provide fire and extended coverage insurance on the building on the premises for the