

2. LESSEE agrees to pay to LESSOR at the address above for said premises at the rate of Four Hundred Fifty Dollars (\$450.00) per month, payable in advance on or before the first day of each month.

3. LESSEE agrees that it will use the premises for the operation of a gasoline service station and for no other purpose.

4. LESSEE may paint, erect signs, remodel or rebuild any building, structure, equipment or improvement on said premises and place thereon such trademarks and other device and advertisements as it shall elect, so long as the market value of the leased premises as a whole is not materially adversely affected and provided that any remodeling or rebuilding shall not be undertaken or permitted without the prior written consent of LESSOR.

5. Upon termination of the Lease for any cause, LESSEE is to return said leased premises to LESSOR in as good condition as received by it, ordinary wear and tear, and damage not caused by its default excepted; provided, LESSEE shall not be required to replace or relocate any building, structure or equipment remodeled or rebuilt under the rights vested in LESSEE by the preceding paragraph. LESSEE shall have the right, at any time during the term and within a reasonable time thereafter, to enter upon and remove from said premises any and all of its structures, pumps, tanks, machinery, equipment and other property at any time placed thereon; provided, however, LESSEE shall not be required to remove any underground tanks from the premises if they can be filled with ballast in accordance with prevailing local ordinances and fire and safety regulations.

6. If at any time LESSEE shall be unable to obtain all necessary permits to install the necessary facilities or equipment to conduct its business, or if any law or authoritative regulation shall prevent its use of said premises for its intended purposes, or if such law or regulation shall render the further conduct of its business thereat unprofitable or

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