

Page 3.

improvements shall be made in the premises only with the written consent of the Lessor. Any improvements or additions so made by the Lessee shall become the property of the Lessor at the expiration of this lease.

It is mutually understood and agreed by and between Lessor and Lessee that in the event the buildings or improvements located upon the demised premises, comprising a service station, be destroyed by fire or action of the elements, or due to such causes shall be rendered unsafe for the transaction of business, for which no fault or neglect may be attributed to Lessee, that neither Lessor nor Lessee shall be obligated to rebuild in whole or in part such buildings or station, and either Lessor or Lessee may terminate and cancel this lease and Lessor shall refund to Lessee any rental paid in advance for a period subsequent to the date of termination or cancellation; provided, however, that before Lessor shall have such right to terminate and cancel this lease Lessee shall have the right and privilege, if it so elects, to rebuild such buildings or improvements so damaged or destroyed within sixty (60) days from the happening of said destruction or damage upon the giving of written notice to Lessor, within ten (10) days after such destruction or damage, of its election so to do. In which event this lease shall continue in force but the rental reserved herein, or a just and proportionate part thereof according to the nature and extent of such injury, shall be suspended from the date of such damage or destruction until said buildings or improvements shall have been reinstated. If Lessee shall not within said ten (10) day period give notice of its election to exercise the right and privilege herein granted to it, Lessor shall thereafter forthwith have the right to terminate and cancel this lease and Lessee shall surrender possession of the premises.

As part of the consideration for the execution by Lessee of this lease, Lessor covenants and agrees that it will not sell or advertise, and will not permit third parties to sell or advertise, the petroleum products of any person, firm or corporation other than those marketed by Lessee herein, on or from or in connection with, any premises owned or in any way controlled by Lessor, located within a radius of five hundred (500) feet of any of the boundary lines of the premises herein leased.

Lessee covenants and agrees with Lessor that at the expiration of the term of this lease it will yield up the premises to Lessor without further notice in as good condition as when they were entered upon by Lessee, less by fire or action of the elements, inevitable accidents, reasonable wear and tear and depreciation through use excepted.

Lessee agrees to expend a sum, not less than One Thousand and 00/100 (\$1000.00) Dollars, in rehabilitating, improving and repairing said demised premises, as follows: plans for said improvements repairs, etc. to be approved by Echols and work thereon begun by Feb. 10th, 1932.

Echols agrees to and does hereby sell, and Lessee agrees to and does hereby purchase all of the following described personal property now located upon the demised premises:

- One (1) Washing Machine,
- One (1) Air Compressor,
- One (1) Cash Register,
- Two (2) Electric Lifts,
- One (1) Grease Runway,
- One (1) Alemite Air Grease Gun
- One (1) Air Gauge;

for the purchase price and sum of One thousand and 00/100 (\$1000.00) Dollars, and Echols does hereby acknowledge receipt of the payment of such purchase price by Lessee, and does hereby vouch himself to be the true and lawful owner of said property and to have full power, good right and lawful authority to sell and dispose of the same to Lessee, and covenants and agrees that said property is free and clear of and from all other and former grants, encumbrances, liens, levies, judgments, and of and from all taxes and assessments of any name, kind, nature or description whatsoever; and covenants and agrees to and with Lessee to warrant and defend the said property to said Lessee, its personal representatives and assigns, or successors and assigns, as the case may be, against the lawful claims and demands of any and all person and persons whomsoever.

In consideration of the premises, it is understood and agreed by and between the parties hereto that at any time after the expiration of the first year of the granted term of this lease Echols shall have the right, at his election, and after having served sixty (60) days, written notice upon the Sinclair Refining Company, Lessor, to acquire from such Lessee all of its right, title and interest in and to this lease after Echols has complied with the following terms and conditions:

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