

Page 2.

rental hereunder, to be adjusted as of date of settlement; it being further agreed that Lessee may reject the title to said property in the event said title shall be such as will not be guaranteed by a responsible Title Guarantee Company at such Company's regular rates. In the event any part of the demised premises shall be condemned or otherwise acquired by governmental authority or through the exercise of the right of eminent domain, and any award to or settlement made with Lessor, then the purchase price under the purchase option mentioned herein shall be reduced by a sum equivalent to the amount of such award or settlement.

This lease is conditioned at the option of Lessee, upon Lessee securing such licenses, permits and franchises from the proper authorities, City, County, State, or otherwise, as it shall require to lawfully erect, maintain and operate a drive-in gasoline filling and service station upon the demised premises or any sidewalks, streets or alleys abutting the same, which in the absolute judgment of Lessee if not removed would render the demised premises unsuitable for its purposes; and Lessee shall have a period of sixty days from the date hereof in which to secure said licenses, permits and franchises, provided, however, that if Lessee shall not have secured said licenses, permits and franchises during said period but application therefor shall be pending, then the time for securing said licenses, permits and franchises shall be extended for a further period of sixty days; it being understood and agreed that in the event said licenses, permits or franchises, when granted, shall impose any condition upon Lessee, or upon the erection or operation of said filling and service station, which in Lessee's absolute judgment, is or may become unduly burdensome, Lessee shall have the right to reject the same. In the event said licenses, permits or franchises are not secured by Lessee, or if Lessee rejects the same, this lease shall become null and void, unless Lessee shall notify Lessor in writing within ten days after the expiration of said period hereinbefore mentioned, for the securing of said licenses, permits and franchises, that Lessee elects to continue this lease in force and effect notwithstanding.

Lessor covenants and agree to deliver actual possession of the demised premises unto Lessee, free of possession or the right of possession by all other persons, firms or corporations on March 1, 1935 after receipt of written notice from Lessee that Lessee has received and accepted the licenses, permits and franchises hereinbefore referred to.

Lessee is hereby granted the right to raze and remove any and all buildings and improvements of every character upon the demised premises, without any cost or liability therefor, and to erect and/or install such buildings, improvements, additions and equipment thereof as in its absolute judgment may be desirable for maintaining and conducting a gasoline filling and service station and/or other business thereon; it being understood and agreed that all buildings, improvements, additions, filling station and/or other equipment and facilities, whether heretofore or hereafter erected and/or installed upon the demised premises by Lessee, or acquired by Lessee from any predecessor in title, shall always remain the personal property of Lessee and may be removed by Lessee at anytime.

In the event the licenses, permits or franchises, or any of them, for erecting, maintaining or conducting a gasoline filling and service station upon the demised premises shall be revoked by City, County, State or other duly constituted authority, at any time during the term hereof, or any renewal period, or should any restrictions or conditions be imposed upon the operation, maintenance or conduct of said gasoline filling and service station, which in Lessee's absolute judgment may be unduly burdensome, or if, for any reason, Lessee, its successors or assigns, shall be prevented from conducting its gasoline filling and service station upon the demised premises, then this lease, at the option of Lessee, shall cease and determine, and in the event Lessee shall so elect to terminate this lease all liability upon Lessee for rental hereunder shall cease upon payment proportionately to date of such termination.

Lessor shall during the term of this lease and any renewal periods, pay all taxes and assessments of every nature, upon the demised premises, including any buildings or improvements thereon belonging to Lessor. In the event that the Lessor fails to pay any of the aforesaid taxes and assessments or any payments required to be made under the terms of any mortgages on the premises, Lessee may, at its option, make any such payments for the account of the Lessor and charge the same with interest at six per cent per annum against the rental payable by Lessee hereunder or may require Lessor to reimburse Lessee therefor in whole or in part. Lessee shall pay all taxes upon any improvements and additions erected or installed upon the demised premises by Lessee, and shall also pay all charges for water and electric current used by lessee upon the demised premises.

(Next paragraph marked out)

Lessor covenants that Lessee, its successors and assigns, upon paying said rent and performing the covenants on its part to be performed hereunder, shall and may peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid and any renewal periods.

Lessor covenants and agrees to warrant, protect and defend Lessee, its successors and assigns, from and against any and all loss or damage that Lessee may sustain by reason of the enforcement of any mortgage, or other lien upon the demised premises; and agrees to secure from the requisite parties and deliver unto Lessee prior to the date of possession,