

devices; and in case of the failure of the Lessee to obtain such permits or make such other necessary arrangements, this lease shall, upon written notice of the same by Lessee to Lessor, be null and void and of no effect. The rents provided for shall automatically cease during any period of time that Lessee is, during the term of this lease, deprived of or denied the right to conduct its business in the manner aforesaid by any proper or legal authority. It is likewise understood and agreed that if, during the period of this lease or any extension thereof, Lessee's use of the said premises for said purpose or Lessee's plan of operation, namely, of unloading the whole contents of a tank car into said station, should be restrained, prevented, forbidden or materially interfered with, by any restrictions on the property, or by any law, ordinance or other regulation, or should there be any change in the location in the grade of the street or streets bounding said property that prejudicially affects its ingress or egress or the convenient use of it for the purpose of a service and distributing station or if any part of the premises should be taken under condemnation proceedings, or if the railroad company should discontinue the track or spur from which the unloading is being made, or the right to use it, or if any private party owning or controlling such track or switching facilities should discontinue the same or refuse the use of the same on reasonable terms to the Lessee, or if any permit of the Lessee is terminated or it is deprived of the right upon reasonable terms to run pipe lines to its station by any public authority or by any owner of property, Lessee shall have the right to terminate this lease at the end of any month after the happening of any such event, upon 60 days prior written notice to Lessor; provided, however, that this right to terminate the lease shall expire at the expiration of six months after the happening of any such event. If the lease shall be terminated under this clause Lessee shall vacate the property and shall have the same right to remove its buildings, tanks, pipe lines, equipment, etc., that it would have by the expiration of this lease by lapse of time.

7. (this paragraph marked out)

8. (this paragraph marked out)

9. (this paragraph marked out)

10. Lessor warrants that he is the sole owner of the leased premises and that same are free and clear of all encumbrances except as hereinafter stated, and that same are free from any restrictions as to use; and covenants that he will put Lessee in possession of said premises at the beginning of the term, and that Lessee shall have the peaceful and uninterrupted possession thereof for the uses and purposes herein contemplated to the end of the term; and of any extension thereof, and so long as he keeps, complies with and performs the covenants and conditions of this lease.

11. Lessor shall not be bound to make any repairs, alterations or improvements to the premises and shall not be bound for any expense on that account incurred by Lessee.

12. Anyone taking and holding the leased premises or any part thereof under Lessee shall take and hold same subject to all the terms, provisions and limitations of this lease contract.

13. Upon the termination of this lease by lapse of time, forfeiture, breach of condition, or in any other way, Lessee covenants to surrender to Lessor the quiet and peaceful possession of the leased premises.

14. All written notices to Lessor or Lessee provided for herein may be served by delivering the same at the addresses hereinabove given or mailing such notice or notices by registered mail to such addresses. Either party may designate by like notice to the other, a new address to which any such notice or notices shall thereafter be mailed or delivered.

15. If Lessee should fail to pay any installment of rent when same becomes due and payable, or should breach or fail to comply with and perform any of the other terms and provisions of this agreement, and if such default should continue for sixty days after written notice to Lessee of such default, Lessor shall have the right to continue the lease in force and bring suit for the rent or other default, or, at his election, to terminate the lease and re-enter and take possession of the leased premises as of his former estate; and so for each breach or default, this right being a continuing one.

16. (this paragraph marked out)

17. (this paragraph marked out)

18. The entire contract between the parties is contained in this instrument, which shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns, and wherever the word "LESSOR" is used herein it shall be construed to include the heirs, successors and assigns of LESSOR, and the plural as well as the singular, the word "LESSEE" shall be construed to include the successors and assigns of LESSEE.

IN WITNESS WHEREOF the parties have executed this instrument on the day and date above written.

Witness: as to K. S. Conrad

Wilton H. Earle

Rebecca Campell

K. S. Conrad

Lessor.

SPUR DISTRIBUTING CO., INC.

BY: J.M. HOUGHLAND, PRES.

Lessee.