

6. It is LESSEE'S purpose to use said property as a service or distributing station, filling its tanks through pipe lines directly from tank cars to be placed on the adjacent or nearby railroad track. This lease is made contingent upon LESSEE'S obtaining and retaining the necessary legal permission to so conduct and operate said business upon the premises. If said permission can not be secured or, if obtained, is subsequently revoked, then LESSEE, at its option, may terminate this lease. Rents provided for shall automatically cease during any period of time that LESSEE is deprived of or denied the right to conduct its business upon said premises 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 said premises for said purposes, or LESSEE'S plan of operation, namely, of unloading the whole contents of a tank car into said station, should be restrained, prevented or forbidden by any restrictions on the property or by any law, ordinance or other regulation, or there should be any change in the location or grade of the street or streets bounding said property that prejudicially affects ingress or egress or the convenient use of it for the purpose of a service and distributing station, or in the event there should be any substantial diversion of traffic from the streets or any of them on which the said station is located, due to new streets, change in traffic regulations, the erection of safety islands affecting ingress and egress, rerouting of highways or separation of grades, or if any part of the premises should be taken under condemnation proceedings, or street or streets bounding said property permanently closed, or if the railroad company should discontinue such track from which the unloading is being made, or the right to use it or to run pipe lines across its property for such purpose, LESSEE shall have the right to terminate this lease at the end of any month after such plan of operation is so restrained, prevented or forbidden, or after such change or condemnation is begun, or after such diversion of traffic shall have become effective, or such use by the railroad is discontinued or refused, upon sixty days' prior written notice to LESSOR; provided, however, that this right to terminate the lease shall expire at the expiration of six months after any such change or condemnation has been completed, or after such diversion of traffic is effective, or after such use by the railroad shall be discontinued. 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 upon the expiration of the lease by lapse of time.

~~7. LESSEE shall have the right and option, by written notice to LESSOR given on or before _____, 19____, to extend this lease for a further term of _____ years beginning on _____, 19____, and expiring on _____, 19____, at a rental of _____ (\$_____) DOLLARS per month during the period of such extended term, payable on the first day of each month in advance. In all other respects the extended lease shall be upon the terms of this lease.~~

8. LESSEE shall have the right and option, by written notice to LESSOR given on or before _____, 19____, to extend this lease for a further term of _____ years beginning on _____, 19____, and expiring on _____, 19____, at a rental of _____ (\$_____) DOLLARS per month during the period of such extended term, payable on the first day of each month in advance. In all other respects the extended lease shall be upon the terms of this lease.

9. LESSEE shall have the right and option, by written notice to LESSOR given on or before _____, 19____, to extend this lease for a further term of _____ years beginning on _____, 19____, and expiring on _____, 19____, at a rental of _____ (\$_____) DOLLARS per month during the period of such extended term, payable on the first day of each month in advance. In all other respects ~~the extended lease shall be upon the terms of this lease.~~

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.