

they accrue until it shall have been reimbursed for any sum so advanced, together with the interest thereon. LESSEE, however, shall be bound to reimburse LESSOR for any additional tax or charge that may be assessed against LESSOR solely upon or on account of the buildings, tanks, pipe lines and equipment of LESSEE placed upon said property and belonging to LESSEE, provided LESSOR submits proper evidence of such assessments; and LESSEE shall likewise be bound during the period of the occupation to pay any water rates or water taxes assessed against said property.

If any payment required to be made under the terms of any mortgage which is now a lien on the demised premises, or shall become a lien on the demised premises, is not paid when the same becomes due and payable, then LESSEE may make any such payment and deduct the amount thereof, together with interest thereon from the date of payment from the next installment or installments of rent due hereunder until fully reimbursed for such payment.

5. LESSEE shall not use said premises for any unlawful purpose and shall during its occupancy thereof comply with all laws, ordinances and regulations affecting said property or the use thereof.

6. It is LESSEE'S purpose to use said property as a service or distributing station. 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, by giving LESSOR written notice in the manner as hereinafter provided in this paragraph. 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 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 the 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, 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, upon sixty days' prior written notice to LESSOR. 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. 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 it keeps, complies with and performs the covenants and conditions of this lease.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

~~15. LESSOR covenants and agrees that LESSOR will not, at any time during the continuance of this lease or any extension thereof, or at any time within a period of ten years following any purchase of the demised premises by LESSEE, directly or indirectly sell or offer for sale, or engage in the business of handling or selling, any gasoline, motor fuel (kerosene), lubricating oils, greases (heating oils, solvents), or any fuel ingredient or product for the propelling of motor vehicles, upon any property within a radius of two thousand feet of the boundary lines of the property hereby demised; nor will LESSOR, during such period, sell, rent or permit to be occupied or used for such purposes any property now or hereafter owned, leased or controlled by LESSOR within said area, nor display or permit to be displayed upon any such property within said area any advertisement of any of the aforementioned products other than the products of LESSEE, and LESSOR further covenants and agrees that in any lease, deed, or other agreement hereafter executed affecting any property now or hereafter owned, leased or controlled by LESSOR within such area, LESSOR will insert such restrictive clauses and covenants as will prevent any such property from being used during the period aforesaid for any purposes herein prohibited. In the event of the purchase of the demised premises by LESSEE, LESSOR further covenants and agrees to insert in the deed conveying said premises to LESSEE a covenant restricting LESSOR, and LESSOR'S heirs, personal representative, successors and assigns, from using or permitting the use of any premises of LESSOR within said radius of two thousand feet of the boundary lines of the demised premises for the storage, handling, sale or advertising of any gasoline, motor-fuel (kerosene), lubricating oils, greases (heating oils, solvents), or any fuel ingredient or products for the propelling of motor vehicles, for a period of ten years from the date of such deed.~~