

The buildings, driveways, and improvements are to be erected and constructed and installed by the lessor at his expense according to plans, specifications and building contract which have been approved by the lessor and lessee in writing. Said buildings and all improvements are to be constructed by the lessor in strict accordance with said plans and specifications; the work is to be begun promptly after this lease has been fully executed and acknowledged by all parties hereto and completed within a reasonable time thereafter. The term of this lease shall commence when said buildings and improvements are completed and ready for occupancy by the lessee and all equipment has been installed, which fact is to be evidenced by the Certificate of Completion of Building of the architect employed by the lessor, or if an architect is not employed, by the contractor employed by the lessor, and by acceptance of said station by lessee in writing, so that the term of this lease shall commence on the date to be determined as above by delivery of Certificate of Completion of Buildings and by acceptance of said station by lessee in writing and shall run for a period of ten (10) years thereafter.

During the original ten (10) year term of this lease agreement, lessee agrees to pay lessor a monthly rental of Three Hundred Dollars (\$300.00), payable on the tenth day of each and every month in advance, and further agrees to pay an additional sum equivalent to one and one-fourth cents (1-1/4¢) per gallon on the total deliveries to said premises of That Good Gulf Gasoline, No-Nox Gasoline, Traffic Gasoline, and other Gulf Motor Fuels in excess of 288,000 gallons per annum. It is agreed that lessee shall have the right to extend this lease for two (2) additional terms of five (5) years each on the same terms and conditions, except rental, which shall be at the rate of Two Hundred Fifty Dollars (\$250.00) per month, plus one and one-fourth cents (1-1/4¢) per gallon on deliveries in excess of 240,000 gallons per year. At the end of each year during the original and optional terms, the lessee will compile a statement of its deliveries for the preceding twelve (12) months period, and in the event the deliveries exceed the minimum specified for the respective periods above, then, and in that event, lessee shall pay one and one-fourth cents (1-1/4¢) per gallon on each gallon in excess of said minimum. The records of lessee as to deliveries shall be conclusive. Any sum due under this provision shall be payable within a reasonable time after the end of each annual term.

C.A.R.
 E.E.R.
 J.E. Rae
 L.J.R.
 W.P.
 J.B.R.

It is understood and agreed that should the lessee hold over the premises herein described beyond the determination by limitation of the term herein created, or any extension thereof, without first having extended this lease by written agreement, such holding over shall not be considered as a renewal or extension of this lease for a longer period than one (1) month.

Lessor, for himself, his heirs, representatives, successors and assigns, agrees to keep the premises free and discharged of liens and encumbrances affecting the title thereto, except mortgages or deeds of trust to lessee, and further covenants that lessee, its successors and assigns, shall have continuous, peaceful, uninterrupted and exclusive possession and quiet enjoyment of the entire premises during the term of this lease or extension thereof, the breach of which covenant by operation of law or for any other reason even if affecting only a portion of the premises, if not promptly corrected, will entitle the lessee at its option to terminate and cancel this lease and to