

by the Lessee in which the Lessor shall be called upon to subordinate its ownership shall provide for payments of principal in equal annual instalments of not less than ten (10%) per cent of the original principal amount. Provided further, that the Lessee may, at any time after the fifth year of the initial lease period, refinance or extend the payments of any unpaid principal amount, but not to increase such amount over any fixed extended period, including renewal, of this lease so long as the payments of any unpaid original principal are required to be paid and reduced in equal annual instalments over the balance of the lease and any renewal period exercised. Should the Lessee exercise its right to refinance or extend the period of payments as aforesaid, it is agreed that E. B. Fleenor and his wife, Margaret, shall guarantee by endorsement the balance of the lease term so covered.

7. The Lessor hereby covenants and agrees that during the initial ten (10) year period of this lease no other property now owned by the Lessor or by Woodfields, Inc., or subsequently acquired by them, shall be leased or sold so as to permit the operation of another gasoline service station business within a one (1) mile radius of the leased premises.

8. The Lessee shall have the right to designate the location of the aforesaid paved surface area to be provided by the Lessor and also to determine the lay and site of any buildings, fixtures, apparatus, and other structures to be placed upon said premises.

9. The Lessee shall have the right to use said premises as a gasoline and oil service station, and to erect and maintain thereon such apparatus, fixtures, buildings and structures as it may find necessary or convenient in the conduct of its business of selling and distributing gasoline, oils, oil products, and other goods and merchandise, incident to the operation of a gasoline and oil service station.

10. Upon the termination of the initial lease period or any renewal thereof, by its own limitation or by any other means provided in this lease, the Lessee shall have the right (1) to abandon any or all of the tools, machinery, apparatus, and equipment of whatever kind and nature, and all fixtures, buildings, and structures of any kind that the Lessee may have placed or erected, or caused to be placed or erected on said premises before or during the term of this lease, or (2) to remove the same in its entirety or any portion thereof which will not impair the structural support of that allowed to remain within sixty (60) days after said date of termination; it being expressly understood and agreed that the ownership of any property described in this paragraph or the paragraph above shall at all times remain the exclusive property of the Lessee, its successors, and assigns, so long as said property does not remain on said premises beyond the period allowed for its removal. Provided, however, that the Lessee shall have the right to remove said buildings or any part thereof and other improvements permanently affixed to the land only if this lease is terminated at or after the end of the first five years of the initial term hereof. Provided further, that the right of the Lessee to remove the buildings and other improvements, permanently affixed to the land shall not include the right to destroy said property on the site of the leased premises or damage the same so as to prohibit its further use by anyone, including the Lessee.

11. Should at any time the right of the Lessee to operate and maintain said gasoline service station be denied or prohibited by or through the exercise of some lawful governmental authority and said denial or prohibition be not due to Lessee's own wrongful acts or delicts and be not of a temporary nature, the Lessee may at its option and upon thirty days notice in writing to Lessor terminate said lease upon payment to the Lessor of all