

Party of the Second Part shall not be less than ~~forty-four dollars and~~ forty one cents for each full calendar month, regardless of the number of gallons of gasoline actually sold, as aforesaid.

2. Upon the expiration of the term hereof, to-wit, on the 28th day of February, 1966, the Party of the Second Part shall have the right of renewing or extending this lease for an additional period of ten (10) years, to terminate on the 28th day of February, 1976, at the same rental and upon the same terms as herein provided; provided, however, the Party of the Second Part notifies the Party of the First Part by mailing to the Party of the First Part at his last known address, at least six (6) months prior to February 28th, 1966, written notice of such intention to renew said lease.

3. Party of the Second Part agrees to keep the interior and exterior of the building to be erected on the premises painted and agrees to maintain the interior thereof, and Party of the First Part shall maintain the roof and exterior walls of said building.

4. In event of the total destruction of the premises by fire or otherwise, this lease shall cease and the Party of the Second Part shall be liable for the rent only up to the time of such destruction. In event, however, said premises are slightly damaged by fire, Party of the First Part shall repair same and an abatement will be made for the rent, corresponding with the time during which and to the extent to which said premises may have been untenable.

5. Upon the termination of this lease or any extension thereof, any and all tanks, equipment, or property which the Party of the Second Part places upon said premises during the term hereof may be removed by Party of the Second Part from said premises provided, however, that upon such removal the Party of the Second Part shall leave the premises in good condition. The Party of the Second Part covenants to pay the rent in the manner above stated and that it will leave the premises in good repair, necessary wear and tear excepted, and that upon the expiration of this lease or any extension thereof, without notice requiring it so to do, it will deliver the premises to the Party of the First Part, his agents and assigns, quietly and peaceably and that the Party of the Second Part may enter for default of sixty (60) days in payment of any installment of rent or for breach of any covenant herein contained.

6. This lease is being executed subject to a mortgage upon the premises hereinabove described which mortgage is dated