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To HOLD the premises hereby demised unto the Lessee for a period of one year beginning at 12 o'clock noon on the lat day of September , 1955 and ending at 12 o'clock noon on the day of September , 1956 on the following terms and conditions:

(1) Lessee shall pay the following rent:

An amount equivalent to One & one-half cents (12 ¢) for each gallon of gasoline and other motor fuels sold during the month or fraction thereof at said premises by Lessee, said rental to be payable on or before the 15th day of the month following the month in which the rental is earned; provided that said rental shall in no event be less than Two Hundred Fifty

Dollars (\$ 250,00) for each successive monthly period hereof. Lessee shall keep such records as will accurately show the number of gallons of gasoline and other motor fuels sold at the demised premises and will permit Lessor to inspect such records at any time and from time to time during business hours when

Lessor desires so to do.
The \$12.00 per month rental for the Esso Plastic Sign included in the above rental.
Rental to be adjusted each six months.

GEN-SAL-MK-96-1-OP-6106 REV. JULY 25, 1949

ESSO SIGN RIDER FOR MK-84 LEASE

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Plastic

(10) The following terms and conditions relate to said Esso Neon Sign:

(a) Lessor agrees to cause said sign to be serviced and maintained in good condition and repair without cost and expense to Lessee throughout the term of this lease, except to the extent made necessary by the negligence or misuse of Lessee or by mischievousness.

b) Lessee agrees promptly to notify Lessor in writing of any repairs or other servicing required by said sign, whether the same may be occasioned by Lessee's own negligence or misuse or otherwise.

- (c) Said sign is leased subject to all the terms and conditions of the lease or other arrangements under which Lessor holds the sign and if Lessor's tenancy is cancelled or otherwise terminated thereunder, the lease of said sign shall be automatically terminated and cancelled without further act of the parties hereto or any claim for damage or loss by either against the other and Lessor may enter upon the leased premises at any time and remove said sign.
- (d) Lessee agrees to pay all license fees and other charges assessed upon the installation, use or maintenance of said sign. Lessor agrees to pay all real estate and personal property taxes levied thereon.
- (e) In the event Lessee ceases to sell Lessor's branded gasolines or motor fuels from the leased premises, the lease of said sign shall forthwith automatically terminate, the rent reserved herein shall upon the next rent day be reduced by \$12.09, and Lessor may enter upon the leased premises at any time and remove said sign.

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