

IT IS MUTUALLY AGREED between the LESSOR and the LESSEE as follows:

1. LESSEE at its expense will tear down and demolish existing service station and in its place construct a new service station at a cost of not less than twenty (\$20,000.00) thousand dollars.

2. During the first term of this lease, October 1, 1965 to September 30, 1980, LESSEE agrees to pay to LESSOR, as rental, one hundred seventy-five and no/100 dollars (\$175.00) per month which amount is to be paid by the 15th day of month after use. Namely, October rent payable by 15th day of November. If LESSEE exercises his right to five years from SEPTEMBER 30, 1980 to SEPTEMBER 29, 1985, rental shall be at the rate of two hundred twenty-five (\$225.00) dollars per month payable in the same manner as the first period of occupancy.

If LESSEE exercises his right to an additional period of five years from SEPTEMBER 29, 1985 ending SEPTEMBER 28, 1990, rental shall be at the rate of two hundred seventy-five (\$275.00) dollars per month payable in same manner as other two periods of occupancy.

In addition to the above, LESSEE agrees to pay to the LESSOR additional rental equivalent to one (1¢) cent per gallon for all gasoline over eighteen thousand gallons sold by LESSEE for resale in the service station located on the above described premises during any one month during the term of this lease or extensions thereof. Gallonage rental is paid only on gasoline over and above eighteen thousand gallons per month sold by LESSEE for use at the above described premises. Each month LESSEE will forward to LESSOR statement of gallonage sold to the service station during the preceding month.

3. The LESSOR agrees to pay all taxes and governmental assessments, and all public charges of every kind or nature, that may be levied against the LESSOR or the above described property during the term of this lease, or any renewal thereof.

4. LESSEE agrees to maintain the premises during the term of this lease or extensions thereof in as good a condition as received normal wear and tear excepted.

5. LESSEE agrees to furnish and install all equipment required for the operation of a modern service station on the premises with the understanding and agreement that such equipment shall at all times remain the property of the LESSEE, and that, upon the expiration or termination of this lease, LESSEE shall have the right and privilege of removing all equipment, supplies and fixtures placed on the leased premises by the LESSEE. At the end of this lease, or any renewal thereof, all improvements made to the building on the leased premises shall remain the property of the LESSOR.

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