

Rental may be paid by check or draft of Lessee, mailed or delivered to Lessor on or before the due date.

4. Lessee is hereby granted the right to raze and remove any or all buildings and improvements of every character upon the demised premises, and to retain all salvage materials and supplies therefrom for Lessee's own account, without any cost or liability therefor; and to place such improvements, additions and equipment on the demised premises as in Lessee's sole judgment may be desirable for maintaining and conducting a service station for the sale of petroleum products, automobile accessories and service and/or other business thereon, including (but not by way of limitation) erection and/or alterations of buildings, construction of concrete or other drives, installation of underground storage tanks and dispensing equipment; lighting facilities, hydraulic or other lifts, advertising signs and structures, and sundry equipment and facilities.

5. Lessor agrees to pay, as they become due, all taxes, assessments and obligations which are or may become a lien on the demised premises and property of Lessor located thereon. If Lessor should fail or refuse to do so, Lessee shall have the right, but not the obligation, to either (1) make such payments for the account of Lessor, in which event Lessee shall be subrogated to all the rights of the holder of such lien, and in addition thereto shall have the right to apply accruing rentals in satisfaction of such obligation; or (2) in the event of a foreclosure of any such lien and the sale of the demised premises and improvements, Lessee shall have the right to buy in said premises and improvements for its own account. Lessee agrees to pay taxes and any other charges levied or assessed against Lessee's property located on the leased premises.

6. Lessee agrees that it will pay the rent at the time, place and in the manner herein provided; that it will not commit or suffer waste on said premises; that it will not use the premises for any immoral or unlawful purpose, or permit the same to be so used; that it will deliver up said premises at the end of this lease; and that it will comply with all the valid laws, ordinances, rules and regulations of any governmental authority respecting the conduct of its business on the demised premises.

7. If the rent or any part thereof shall at any time be in arrears and unpaid after the same is due and payable, or if Lessee shall fail to keep any of the covenants and agreements on its part to be kept and performed and herein contained, and if after ten (10) days written notice of such default has been given by Lessor to Lessee said default is not corrected by Lessee, then in any such events Lessor may thereafter forthwith cancel this lease by giving written notice thereof to Lessee.

8. It is a condition of this lease that Lessee shall receive from the proper authorities such licenses, consents and permits as Lessee shall require for the construction and maintenance upon the demised premises of a service station for the sale of petroleum products, automobile accessories and service, including (but not by way of limitation) all buildings, driveways, dispensing equipment and other facilities, and Lessee shall have the right to apply for licenses, consents and permits either in the name of Lessor, or in the name of Lessee or Lessee's nominee, such application to be made promptly and followed through with reasonable diligence. If said licenses, consents and permits, when granted, impose any conditions upon Lessee, or upon the erection or operation of said service station, which, in Lessee's sole judgment, are or may become unduly burdensome, Lessee shall have the right to reject the same. In event Lessee is unable to secure said licenses, consents and permits within ninety (90) days from the date the term of this lease commences, or in event Lessee rejects the same, then Lessee may at any time thereafter forthwith cancel this lease by giving written notice thereof to Lessor. If, at any time during the term of this lease or any extension hereof, the use of the leased premises as a service station for the sale of petroleum products, automobile accessories and service, shall be prevented, suspended or limited by any zoning statute or ordinance, or any other Municipal or Governmental action, law or regulation; or if the use of said premises for such purposes be affected or impaired by the widening, altering, or improving of any streets fronting or adjoining said premises; or should the State or Federal Government reroute any State or Federal highway now adjacent to the leased premises or deny or eliminate direct access from the leased premises to any adjoining highway, then in any of such events Lessee may cancel his lease by giving thirty (30) days written notice thereof to Lessor. During temporary closing of streets, for repaving or other purposes, rent shall cease if Lessee closes the service station on said premises, and the term of this lease shall be extended for a period equal to the time said station is so closed.

9. It is a further condition of this lease that Lessor has good and marketable title to the leased premises, free and clear of all liens and encumbrances. In this connection, it is understood and agreed that Lessee proposes to use the leased premises for the construction and operation thereon of an automobile service station for the sale and distribution of petroleum products, automobile accessories and service, and Lessor hereby agrees that any restrictions of record, and/or any municipal ordinances or regulations which prohibit, limit or restrict the use of the leased premises for such purposes will, insofar as this lease agreement is concerned, be construed to render Lessor's title to the property not good and marketable. Lessor shall within thirty (30) days from date hereof, furnish to Lessee for examination complete abstracts of title covering said premises, certified from the sovereignty of the soil to the latest date possible, or, at Lessor's option, title insurance policy in a responsible title guaranty company, showing a good and marketable title in Lessor free and clear of all liens and encumbrances. If Lessor fails or refuses to furnish abstracts or title policy, then Lessee may, at its election, procure same at Lessor's expense and deduct the cost thereof from the first rentals payable hereunder. Lessee shall, within sixty (60) days after receipt of abstracts or title policy, complete its examination thereof and furnish Lessor with written statement of any objections to the title reflected thereby. If any objections to the title are not cured or removed by Lessor within thirty (30) days after receipt of Lessee's statement thereof, and such objections are not waived by Lessee, then Lessee shall have the right to forthwith cancel and terminate this lease by written notice to Lessor and be released of all rental payments and other obligations hereunder, whereupon Lessor shall promptly refund to Lessee all rentals previously paid by Lessee to Lessor under this lease, and all amounts paid by Lessee for abstracts or title policy. Lessee's acceptance of Lessor's title shall not constitute a waiver of any covenants and agreements of Lessor contained in this lease.

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