

rental of Three Hundred & No/100 Dollars (\$300.00), payable on the tenth day of each and every month. The lessee further agrees to pay an additional sum equivalent to one cent (1¢) per gallon on the total deliveries to said premises of all motor fuels delivered to said premises in excess of thirty thousand (30,000) gallons per month. At the end of each month the lessee will compile a statement of its deliveries for said month, and in the event its deliveries exceed thirty thousand (30,000) gallons for said month, then the lessee shall pay one cent (1¢) per gallon on each gallon in excess thereof. ^{correct} The/records of the lessee as to deliveries shall be conclusive. Any sum due under this provision shall be payable within a reasonable time after the end of each monthly term. Thereafter, during the remainder of the original ten (10) year term and during any renewal or extension term, rent shall be at the rate of Three Hundred & No/100 Dollars (\$300.00) per month plus one and one-quarter cents (1-1/4¢) per gallon on deliveries of said products to said premises in excess of twenty-four thousand (24,000) gallons per month, calculated as and payable as stated above.

- 4 (a) -

Lessee shall have the right and privilege to cancel and terminate this lease at any time during the original term, or extension thereof, by giving lessor thirty (30) days written notice. In such event, lessee shall pay lessor the balance of the minimum rental owed, excluding any bonus formula, for the remainder of the then current term, discounted at the rate of ten per cent (10%) per annum from the date of cancellation. Lessee shall surrender possession of the premises to lessor at the end of said notice period and shall thereupon be relieved of any further liability and obligation hereunder.

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J.P.M.
It is understood and agreed that upon the termination of this lease at the end of the original term, or any extension thereof, or if terminated by notice as provided for in Paragraphs 3 and 4(a) hereof, any holding over by lessee shall not be considered as an extension of this lease for any period longer than one month.

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Lessor, for himself, his heirs, representatives, successors,