

(49)

for occupancy at the expense of Lessor, which Lessor agrees to do forthwith after said premises have been rendered untenable as aforesaid. Should Lessor fail or refuse to immediately commence and proceed expeditiously to repair or reconstruct said premises, Conoco shall have the right, at its option, to repair or reconstruct the same, and in that event Conoco shall have a lien upon said premises, or on the leasehold interest of Lessor therein, as the case may be, for the amount expended therefor, and may withhold all rents as they accrue, until it shall be reimbursed for such expenditure, or Conoco may cancel this lease without further liability.

If the duly authorized authorities of the state, city, town, county or other subdivision of the state now in existence, or hereafter created, in which said premises are located shall refuse to grant, or having granted shall rescind any permit necessary for Conoco to store and sell on said premises gasoline, motor fuel and petroleum products, or to use the premises for the sale of such products, or shall pass a law or issue an order which shall in the judgment of Conoco necessitate the removal of the tanks or other appliances owned, placed or used on the premises by Conoco in the conduct of its business, or impose such restrictions upon the conduct of its business on said premises as shall in its judgment necessitate the discontinuance of its business on the premises, or if the continuous use of said premises and property as a service station as aforesaid is prevented by court decree, the, and in either of such events, this lease shall, at the option of Conoco, become null and void and all obligation to pay the rental hereunder shall cease and determine.

It is further understood and AGREED that all notices which may be given under this instrument shall be deemed to be properly served if delivered in writing personally, or sent by registered mail to Lessor at the address above given or the premises covered hereby, or to Conoco at its main office in Ponca City, Oklahoma. Date of service of a notice served by mail shall be the date on which such notice is deposited in a post office or mail box of the United States Post Office Department.

No verbal agreement exists between the parties on any subject covered hereby, and no variation or amendment hereof shall be effective unless approved in writing by an authorized representative of Lessor.

IN WITNESS WHEREOF said First Party and the wife of said First Party have hereunto subscribed their names and affixed their seals, and the said Conoco has caused this instrument to be executed in its behalf on the day and year first above written.

WITNESSES: C. P. Wilkins

Wallace E. Hiatt, (First Party)

ATTEST: E. Sweet, Ass't. Sec.

(CORPORATE SEAL)

Wife of Lessor.

CONTINENTAL OIL COMPANY (Conoco)

State of Colorado)
City and) ss.
County of Denver)

By W. H. Ferguson, Its Vice-
President

On this 26th day of July, 1933, before me appeared W. H. Ferguson, to me personally known, who being by me duly sworn did say: That he is the Vice President of Continental Oil Company and that the seal affixed to the above and foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said W. H. Ferguson acknowledged said instrument to be the free act and deed of said corporation.

(NOTARIAL SEAL)

Mary W. Brown, Notary Public.

My commission expires November 16th, 1935.

STATE OF WYOMING)
: ss.
County of Sublette)

On this 14th day of June, A. D. 1933 before me personally appeared Wallace E. Hiatt and to me known to be the persons described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed, including release and waiver of the right of homestead.

Witness my hand and notarial seal this 14th day of June, A. D. 1933.

My commission expires July 3, 1934,

(COUNTY CLERK SEAL)

Finlay Petrie, Notary Public

CONSENT OF LAND OWNER

(The following consent should be signed by the owner of the land when Lessor in the afore-mentioned lease holds under a lease or some other agreement.)

The undersigned, owner of the above described land, hereby consents to the subletting or assigning of the rights of the above named Lessor in accordance with the above agreement, and consents to said agreement. The undersigned further agrees that if Lessor named in the above agreement defaults in any of the terms or conditions of the lease or other agreement under which said Lessor holds the above described premises, the undersigned will advise Continental Oil Company at Ponca City, Oklahoma, herein called Conoco, in writing, of said default and said Conoco shall have ten (10) days after the receipt of said notice to make good said default on the part of the above mentioned Lessor, and the undersigned agrees that so long as Conoco thereafter complies with the terms of said lease or agreement under which the above mentioned Lessor acquired and holds said premises, its rights in and to the property under this agreement shall be valid and remain in full force and effect. The undersigned expressly consents that Conoco may enter said premises and remove therefrom all fixtures, machinery and equipment which Conoco has placed or may place thereon at any time within thirty (30) days after the expiration or other termination of the undersigned's lease or agreement with the above mentioned Lessor.

Dated the day and year first above written.

WITNESSES: C. P. Wilkins

Wallace E. Hiatt, Land Owner