

rental shall become due hereunder for any period prior to the time such equipment is installed by Conoco, or accepted by Conoco, and Conoco commences deliveries of gasoline into said pump and tank equipment.

For the same consideration Lessor AGREES:

1. That while this lease is in force he will pay all general and special taxes and assessments and any water, light, power or heat, taxes, assessments or expenses which may be levied and assessed against said premises or property owned by him located thereon, and will keep said premises at all times in good repair. Should Lessor fail to pay any such taxes, assessments or expenses when due and payable, Conoco may pay the same and charge the same to Lessor and may withhold from any rentals payable hereunder as they accrue such amounts as may be necessary to fully reimburse Conoco.

2. That at the expiration or other termination of this lease Conoco shall have the right within thirty days after such expiration or termination to enter upon and remove from said premises any fixtures, machinery and equipment by it, at any time, placed thereon.

3. That Lessor agrees to replace at his own expense any fixture or equipment which becomes worn out through ordinary use, or is broken or otherwise damaged or destroyed, through no fault of Conoco.

4. That Conoco shall have the right to terminate this lease at any time by giving to Lessor not less than ten (10) days written notice of its intention so to do, specifying therein the date on which said termination shall take effect, Conoco to pay to Lessor as consideration for such termination the sum of Five Dollars (\$5.00) together with any unpaid rental earned up to date of termination, within fifteen (15) days after such termination. Rental may be paid by Check of Conoco mailed to Lessor, at his address above given.

5. That Conoco may paint the buildings, structures, tanks and equipments on said premises, in any color it shall select and paint thereon such of its trademarks and other signs, devices and advertisements as it shall elect, and remove such trademarks, signs, devices and advertisements within thirty (30) days after the expiration or termination of this lease.

6. That Conoco shall have the privilege of extending this lease for one years from the date of expiration hereof upon the same terms and conditions as herein specified. Conoco shall also have the right to purchase said premises and improvements, machinery, fixtures and equipment thereon, or pertaining thereto, at any time before the expiration hereof or of any extension or renewal hereof, for the sum of no Dollars, provided Conoco shall give Lessor written notice of its intention to exercise said option of renewal, extension and/or purchase at least thirty (30) days prior to the expiration hereof, and of any renewal or extension hereof, as the case may be. Lessor agrees that if said option to purchase is exercised, they will convey to Conoco a merchantable title to said real estate by good and sufficient warranty deed, and merchantable title to said improvements, machinery, fixtures, and equipment by good and sufficient bill of sale, with covenant of warranty, and this lease and said deed and bill of sale shall include a release of dower, homestead, or other rights of said wife of said First Party, and said conveyances shall be free from all encumbrances, and Lessor will furnish a merchantable abstract showing merchantable title to said premises in said Lessor, free from all liens and encumbrances, except this lease or any renewal or extension thereof, brought down to the date of conveyance.

7. That if Lessor is not the owner of the demised premises and shall default in the payment of any rent due Lessor's landlord, Conoco may, at its option, pay said rent to Lessor's landlord, and the amount or amounts so paid shall be credited upon the rent herein reserved to the same extent as if said sum or sums had been paid to Lessor, and Conoco shall also have a lien upon the leasehold interest of Lessor in said premises for the amount so paid and for which Conoco shall not otherwise have been reimbursed.

8. That Conoco may sublet or assign all or any part of its rights under and to said premises, but any such subletting or assignment shall not relieve Conoco from its obligation to pay the rent herein reserved, unless Lessor shall consent in writing to such subletting or assignment.

In consideration of said agreements by Lessor, Conoco AGREES as follows:

(a) To pay rental for said premises as above specified.

(b) To pay all property taxes levied or assessed upon property belonging to it upon said premises.

(c) At the expiration hereof, to return to said Lessor the premises, improvements, machinery, fixtures and equipment thereon, other than equipment placed thereon by it, in as good condition as at the date hereof, ordinary wear and tear excepted.

It is AGREED that in the event of the above premises being rendered unfit for occupancy by fire, storm or from any other cause, the rental named in this lease to be paid, shall cease until such time as the said property is again put into satisfactory condition 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