



# **RETAIL GASOLINE STATION LEASE AGREEMENT (COMMISSION)**

THIS RETAIL GASOLINE STATION LEASE AGREEMENT ("lease") is made as of August 2, 2016 between LUKOIL NORTH AMERICA LLC, hereinafter called "Company," having its principal office at 505 Fifth Avenue, Ninth floor, New York, NY 10017 and Van Vranken Enterprises, Inc., hereinafter called "Lessee," with an address at 198 Skyway Drive, Glenville, NY 12302.

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|----------------------------------|----|--|
| <b>STATION</b>                   | 1. | Company hereby leases to Lessee and Lessee hereby agrees to lease from Company the retail gasoline station located at <u>2248 Broadway, Schenectady, New York, 12306</u> (the "Station"). Account Number <u>C58877001</u> .  |
| <b>TERM OF LEASE</b>             | 2. | <p>The term of this lease shall be for a period of <u>three (3)</u> year(s), beginning on <u>January 1, 2017</u> and ending on <u>December 31, 2019</u> unless sooner terminated as provided in this lease.</p> <p>The Station is being leased subject to the terms of a Underlying Lease which term expires on <u>February 17, 2022</u>. The Underlying Lease currently contains <u>0</u> renewal options of <u>0</u> years each, but it may expire and not be renewed upon the expiration of the current term or at the end of any renewal option term thereof.</p>  |
| <b>EXTENSIONS &amp; RENEWALS</b> | 3. | In the event this lease should be extended or renewed or Lessee continues in holdover possession after the expiration of the term, with the consent of Company, all of the terms and conditions of this lease shall continue, and such holdover possession shall be considered a month to month tenancy only.  |
| <b>RENTAL</b>                    | 4. | <p>Lessee shall pay as rent the following sum per calendar month in advance, on the first day of each calendar month, without any set off or deduction whatsoever. At Company's option, rent and additional rent shall be paid by check, electronic wire transfer of funds or by Electronic Funds Transfer. Lessee shall execute and deliver to company such forms or authorizations as may be necessary for electronic wire transfers or Electronic Funds Transfers.</p> <p>For the period of <u>January 1, 2017</u> to <u>December 31, 2017</u> - <u>\$3,569.00</u> per month;<br/>           For the period of <u>January 1, 2018</u> to <u>December 31, 2018</u> - <u>\$3,569.00</u> per month;<br/>           For the period of <u>January 1, 2019</u> to <u>December 31, 2019</u> - <u>\$3,569.00</u> per month;</p> |
| <b>TAXES</b>                     | 5. | Lessee shall pay, as additional rent, all taxes, levies, assessments and charges imposed by governmental authority on the Station or its use including, but not limited to, business use taxes and license fees, real property taxes and personal property taxes on the land and buildings and on Company's equipment (collectively, the "Taxes"). Company will collect the actual or estimated Taxes in equal installments in advance with each payment Rent payment. Any overpayment or underpayment shall be paid by Lessee, or credited by Company upon Company's determination of the actual Taxes.   |
| <b>WATER &amp; SEWER</b>         | 6. | Lessee shall pay, as additional rent, all water and sewer charges. Charges for the current period shall be prorated for the period of Lessee's possession.   |
| <b>HOURS OF OPERATION</b>        | 7. | <p>Lessee shall continuously operate and shall keep the Station open for gasoline sales the following hours:</p> <p align="center"><u>Monday through Sunday 5:00 a.m. to 12:00 midnight</u></p>  |
| <b>MINIMUM GALLONAGE</b>         | 8. | Commencing on the fifth month of the term of this lease, the minimum gallonage for each month shall be equal to eighty percent (80%) of the average of the gallonage sold during each of the first four (4) months of the term of this lease.  |