

TITLE TO REAL ESTATE

and singular kept, fulfilled and performed, Lessee shall lawfully and peaceably have, ^{hold} possess, use and occupy the premises ^{hereby} leased so long as this lease remains in force without any hindrance, disturbance or molestation from Lessor; and Lessor hereby warrants and defends to Lessee, against the lawful claims of all persons, whomsoever, the premises hereby leased. In the event Lessor shall default in the payment of any obligation, the payment of which is secured by said premises, Lessee may pay the same at its option and be subrogated to all of the rights of the original creditors, and Lessor shall be liable forthwith to Lessee for any amounts so paid.

If Lessor now owns or controls, or shall acquire during the terms of this lease, any real estate adjacent to the premises covered hereby, Lessor further covenants and agrees that, without Lessee's written consent, it will not use or permit to be used such adjacent premises for the storage, sale, distribution or advertisement of petroleum products.

ARTICLE XII.

LEGAL INTERFERENCE:

If during the term of this lease the right of Lessee to conduct the business herein provided for, or any part thereof, or to maintain driveways and approaches to reach said premises, shall be denied or prohibited by lawful authority, except for the fault, omission, or neglect of Lessee; or if the real estate hereby leased, or a part thereof sufficient to interfere with the business for which said premises are used, shall be condemned or acquired by grant or otherwise for the widening of streets or for other public improvement, or shall be otherwise taken in the exercise of the right of eminent domain; or if the use of said premises shall, for any cause for which Lessee is not responsible, be so restricted or interfered with as to make them unfit or unsuitable for the conduct of said business; Lessee shall have the option of terminating and cancelling this lease upon thirty (30) days' notice to Lessor of its election so to do; and, in the event of such termination and cancellation for any cause enumerated in this Article, Lessee shall be liable only for rents and other charges accrued and earned to the date of its surrender of possession of said premises to Lessor and for the performance of any other obligations maturing prior to said date.

If a portion of the premises should be taken as hereinabove provided, for public improvement or otherwise under the right of eminent domain, and Lessee does not elect to cancel and terminate this lease on such account, the rental herein reserved shall be reduced from the date of such taking in proportion to the number of square feet of land so taken from the leased premises.

ARTICLE XIII.

EXTENSION OPTION:

For the consideration herein named, Lessor gives and grants to Lessee the exclusive option and privilege of extending the term of this lease for () years, beginning at the expiration of the original term hereof, provided Lessee shall notify Lessor of Lessee's exercise of such option not less than () days before the expiration of the original term. Upon the giving of such notice, this lease shall be extended, and shall continue in full force and effect, with all of the agreements, obligations, conditions, and covenants herein set forth, for and during said extended term of years; and the execution by the parties of a new lease or an instrument of any kind, extending the term of this lease in accordance with such notice, shall not be required.

ARTICLE XIV.

PURCHASE OPTION:

For the consideration herein named, Lessor hereby gives and grants to Lessee the exclusive option and privilege of purchasing the leased premises, including all, if any, of Lessor's improvements and property thereon, whether real, personal or mixed, free and clear of all liens and encumbrances, for the sum of

provided Lessee shall give Lessor not less than () days' notice of Lessee's election to exercise this purchase option. Upon Lessee's giving such notice, Lessor shall comply with the requirements of the second succeeding Article, entitled, " CONVEYANCE REQUIREMENTS".

PURCHASE REFUSAL:

ARTICLE XV.

In the event Lessor shall receive from a third party at any time during the term of this lease a bona fide offer to purchase the leased premises at a specified price, whether such price be first fixed by Lessor or the third party, and Lessor shall decide to sell the same for such amount, Lessor shall promptly give to Lessee notice of the terms of such offer and of Lessor's willingness to sell for the price offered, and Lessee shall have the first refusal and privilege (which will hereafter be referred to as an " option ") of purchasing said premises at such a price; such option to be exercised within ten (10) days after Lessee receives notice from Lessor, by Lessee's notifying Lessor that it will purchase said premises for the amount specified in said offer. In the event Lessee shall not give Lessor notice, within said ten-day period, of its election to purchase for the amount specified in said offer, Lessee shall not be obligated to purchase, and Lessor may thereafter sell said premises to the party making the offer; subject, however, to this lease and to the leasehold estate herein granted, and to the extension and/or additional purchase options, if any, herein granted to Lessee. If for any reason said premises are not sold to such party, notice of any subsequent bona fide offers, acceptable to Lessor, shall be given to Lessee upon the same terms and conditions for acceptance or rejection as hereinabove provided.

If Lessee shall elect to purchase said premises under the option hereby granted, Lessor shall comply with the requirements of the next succeeding Article.

ARTICLE XVI.

CONVEYANCE REQUIREMENTS:

The giving by Lessee of notice of the exercise of any purchase option hereinbefore granted, shall fix or determine the right of Lessee to purchase the property included in the option which Lessee elects to exercise, and the obligation of Lessor to sell the same. Lessor shall furnish, free of expense to Lessee, within fifteen (15) days after the receipt of said notice, a complete Abstract of Title certified from title in the Government; Title Statement,