

Lessor hereby warrants and defends unto Lessee, against the lawful claim of all persons, whosoever, the premises hereby leased; and further warrants that it will place Lessee in possession of said premises, free from the claims of persons in possession and third persons claiming rights thereto. Lessor agrees with Lessee to reimburse and hold harmless Lessee of and from any damage and expense suffered or incurred by reason of restrictions, encumbrances or defects in Lessor's title or Lessor's breach of the warranties and covenants herein contained.

For the considerations named in this lease, Lessor agrees that, in the event of any contemplated sale of the demised premises, improvements and property, to give Lessee a notice in writing at least thirty (30) days before the contemplated sale of the demised premises, of the terms on which it is proposed to be made. The notice shall be sent by registered mail to Lessee's address above shown, and thereupon, within thirty (30) days from the date of Lessee's receipt of said notice, Lessee shall have the right to purchase said demised premises, improvements and property upon the terms and conditions proposed, and on the failure of Lessee to exercise such option within said period of thirty (30) days, Lessor shall be at liberty to sell said premises, improvements and property to the contemplated purchaser, but only upon the terms and conditions concerning which Lessor shall have advised Lessee, subject, however, to this lease and all of the terms, covenants, options, conditions and restrictions thereof, which shall continue in full force and effect and binding upon said purchaser. In the event Lessee elects to purchase at the terms offered, it shall so notify Lessor in writing within said period of thirty (30) days, Lessee shall then have a reasonable time in which to examine Lessor's title to said premises, improvements and property. Upon acceptance by Lessee of said title and payment to Lessor of the purchase price specified in Lessor's notice of offer, Lessor shall convey to Lessee by General Warranty Deed, a fee simple title in and to said real estate, improvements and property, free of all liens and encumbrances. It is the intention of the parties hereto that the first privilege of purchasing said premises, improvements and property is conferred upon Lessee and that Lessor must offer the premises to Lessee before selling to others. ~~Notwithstanding the foregoing, it is understood and agreed that any sale of the premises by WEBSTER OIL COMPANY, INC. to ROBERT H. SPAIN or to a corporation owned or controlled by ROBERT H. SPAIN shall not be subject to the provisions of this paragraph.~~

Lessor, at its expense, shall immediately furnish to Lessee, a plat of survey on tracing linen or vellum prepared by a registered land surveyor, showing thereon; property line dimensions and angles; corner markers; locations of existing structures, utilities and obstructions, encroachments and easements; abutting streets, highways and alleys showing rights-of-way widths, widths of streets, highway and side-walk paving and street and highway names; locations of any restriction, set-back or building lines; elevations within leased area and at tops of curbs, street and highway center lines and along gutter lines; north arrow; legal description and plat book reference of leased area and easements; name of city, county and state in which leased area is located; surveyor's certification, address and signature.

Lessor, free of expense to Lessee, shall furnish to Lessee such evidence of Lessor's title as shall be satisfactory to Lessee and its attorney, showing such title to the premises in Lessor as will authorize Lessor, to enter into this lease and to collect and retain the rents hereunder.

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