

(13)-First Refusal Purchase Option. Lessor hereby grants to lessee the exclusive right, at lessee's option, to purchase the demised land at any time during the initial term and any extensions or renewals thereof on the same terms and at the same price as any bona fide offer to purchase said land received by lessor and which lessor desires to accept. Upon receipt of a bona fide offer, and each time any such offer is received, lessor shall immediately notify lessee in writing of the full details of such offer, including the name and address of the offeror, whereupon lessee shall have sixty (60) days after receipt of such notice in which to elect to exercise lessee's prior right to purchase. No sale of or transfer of title to said premises shall be binding on lessee unless and until the foregoing requirements are fully complied with. If lessee elects to exercise lessee's prior right to purchase pursuant to any bona fide offer, it is agreed that the terms and conditions of sale, including title to be conveyed, shall be as specified in said offer. If lessee does not elect to exercise said prior right to purchase and lessor accepts the offer to purchase received by lessor and conveys the premises pursuant thereto, it is specifically agreed that such conveyance shall be subject to the terms and conditions of this lease, including the fixed price purchase option, if any, granted to lessee by the preceding clause as well as to the first refusal purchase option granted by this clause, which latter option shall continue in effect and apply to other bona fide offers to purchase thereafter received by the new owner of the premises.

(14)-Applications of Option Purchase Price. In event accruing rentals are insufficient to reimburse lessee for expenditures made by lessee as authorized hereunder, and in event lessee exercises an option to purchase the demised premises, lessee may apply such part of the purchase price as is necessary to (a) completely reimburse itself for such expenditures and (b) pay any other indebtedness of lessor to lessee, together with interest at six per cent.

(15)-Option to Extend Term: The lessor hereby grants to the lessee the right and option to extend this lease for four (4) additional consecutive period(s) of five (5) years each upon the same terms and conditions, except that the rental during first said option period shall be \$375. per month, rental during the second option period shall be \$400. per month, the rental during third option period shall be \$425. per mo. and the rental during the fourth Lessee shall notify lessor in writing of its election to extend this lease for each of the above additional periods at least sixty (60) days prior to the date of the expiration of the preceding term and such notice or notices shall be deemed sufficient if given in the manner hereinafter provided.

option period shall be \$500. per month

INITIAL HERE

Handwritten initials and marks in a box, including 'X.W.M.' and '702'.

(15)-First Refusal Option to Lease. If at any time during the term of this lease, lessor shall receive a bona fide offer to lease the demised premises for a term to begin subsequent to the present demised term, and lessor desires to accept such offer, lessor shall immediately submit to lessee a written copy of such offer with a full disclosure of all terms and provisions thereof and lessee shall have thirty (30) days after receipt thereof from lessor in which to elect to lease said premises upon the terms and provisions contained in such offer.

(16)-Demolition of Buildings. The lessor hereby grants to the lessee the right to demolish any and all buildings, improvements and structures now erected upon the demised premises, and to remove the same therefrom, at such time or times as the lessee, in its judgment may deem proper, and the lessor hereby relinquishes any and all claim to any salvaged materials as a result of said demolition, and agrees that the same shall be and become the property of the lessee, to be disposed of as the lessee sees fit. Lessor also waives and releases lessee from any claims to damages sustained by lessor as a result of such demolition in the event that construction of the service station by lessee pursuant to paragraph (18) hereof is prevented by any causes beyond lessee's control.

(17)-Survey. Lessor shall furnish lessee, at lessor's expense, a line and grade survey of the demised premises, prepared by a registered surveyor and in conformity with the requirements of lessee's construction department.

(18)-Construction of Service Station. Lessee hereby covenants and agrees to construct or cause to be constructed upon the demised premises a modern service station which will be completed in accordance with lessee's plans and specifications, and lessee will equip or cause the same to be equipped for operation as a service station at its convenience at an expenditure therefor of the sum of at least Sixty Thousand Dollars (\$60,000.00) dollars. It is understood, however, that the lessee shall incur no obligation with respect to the foregoing unless and until the lessor secures the necessary permits for the erection and operation of such station as hereinafter provided.

(19)-Permits. Lessor covenants and agrees to make application for and to secure at his own expense the necessary permits for the erection and operation of the service station to be erected on the demised premises. In the event lessor fails or is unable to obtain the necessary permits then lessee shall have the right to make application for and to secure such permits in the place of the lessor or in his name, and the lessor agrees to furnish lessee with all necessary authority and to cooperate with lessee in securing said permits. In the event lessor fails or is unable to secure the necessary permits by June 1, 1970, then lessee shall have the right to terminate this lease forthwith or after availing itself of the right granted in the preceding sentence, in which event the same shall become null and void and of no effect.

(20)-Holdover. If, at the expiration or termination of this lease or any extension thereof, lessee shall hold over for any reason, the tenancy of lessee thereafter shall be from month to month only and be subject to all other terms and conditions of this lease, in the absence of a written agreement to the contrary.

(21)-Assignment and Sub-Letting. Lessor consents that lessee may assign this lease or sublet the premises, or any part thereof, provided that lessee shall remain liable to lessor for the performance of all of the terms hereof.

(22)-Notice. Notices from lessee to lessor shall be sufficient if delivered to lessor, or if sent by telegraph, or if placed in the United States mails, postage prepaid, addressed to the lessor at the address shown in this lease. Notices from lessor to lessee shall be sufficient if posted in the United States mails, postage prepaid, addressed to the lessee's place of business as shown in this lease.

(23)-Change in Ownership. No change in ownership, assignment of this lease, or assignment of rentals hereunder shall be binding upon lessee unless and until the date lessor furnishes to lessee either the original instrument evidencing such transfer or assignment, or a true copy thereof.

(24)-Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

(25)-Entirety of Agreement. No prior stipulation, agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the provisions of this lease.

(26)-Approval and Signing by Lessee. This agreement shall not be binding on Texaco Inc. until approved and signed on its behalf by a duly authorized officer or employee. Commencement of performance hereunder prior to such approval and signing shall in no case be construed as a waiver by Texaco Inc. of the foregoing requirement.

IN WITNESS WHEREOF lessor and lessee have hereunto subscribed their names the day and year first above written.

Witness: William S. Atwell (Seal)
Witness: C. S. Bowen (Seal)

Witness: William S. Atwell (Seal)
Witness: C. S. Bowen (Lessor) (Seal)

WITNESS: William S. Atwell
WITNESS: C. S. Bowen
By: James J. A. Miller (Seal)
Approved as to: Terms R. L. Anderson, Description ...

TEXACO INC. (Lessee)

J. A. MILLER SALES MANAGER
Notary Public, State of Texas
My Commission Expires Jan. 1, 1973

(For Acknowledgments see reverse side)