

(4) Maintenance. Lessor agrees to maintain said premises and improvements in good repair during the term of this lease, and to re-build within sixty days any structure on said premises damaged or destroyed in any manner. In event of lessor's failure to do so, lessee, at its election, may either terminate the lease on thirty (30) days' notice to lessor, in which event rental shall abate from the date of destruction or damage, or do the necessary repairing or rebuilding at the expense of the lessor and have the right to apply accruing rentals for the purpose of reimbursing itself for the principal expenditure, together with interest at six per cent. If, during the time the premises are undergoing repairs, the use thereof by lessee is materially interfered with, the rent accruing during such period shall be abated.

(6) Lessee's Right of Termination. Should lessee, for any reason other than (a) any wilful act of lessee and/or (b) damage or destruction of premises and/or any structures thereon, be prevented from establishing or continuing the business of distributing petroleum products on said premises, lessee may terminate this lease upon giving thirty (30) days' written notice to lessor, in which event the rental obligation shall be prorated to the date of such termination.

(7) Damages for Defect in Title. Lessor covenants that he is well seized of said premises, has good right to lease the same, and warrants and agrees to defend the title thereto; and to reimburse and hold lessee harmless from all damages and expenses which lessee may suffer by reason of any restriction, encumbrance or defect in such title.

(8) Taxes and Encumbrances. Lessor agrees to pay all taxes, assessments and obligations which are or may become a lien on the demised premises and improvements as they become due. If lessor should fail to do so, lessee shall have the right either to make such payments for the account of lessor, in which event it shall be subrogated to all the rights of the holder of such lien, and in addition thereto shall have the right to apply accruing rentals in satisfaction of such obligations; or lessee, in the event of a foreclosure of any such lien and the sale of said demised premises and improvements, shall have the right to buy in said premises and improvements for its own account.

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~~(9) Lessor hereby grants to lessee the right to purchase the demised premises and improvements at any time during the term of this lease or any extension or renewal thereof, for the sum of \$10,000.00, plus the amount of any taxes, assessments and obligations which are or may become a lien on the demised premises and improvements, together with interest at six per cent. Should the purchase price be insufficient to reimburse lessee for the sum of \$10,000.00, lessor shall pay the balance of the purchase price to lessee, together with interest at six per cent.~~

Lessor agrees that if at any time during the term of this lease or any extension or renewal thereof, he shall receive a bona fide offer to purchase the demised premises, which offer he shall desire to accept, he will immediately give the lessee written notice of the receipt of such offer and of his desire to accept same, and lessee shall have thirty days after receipt of such notice in which to elect to purchase said premises upon the same terms as those contained in such offer.

Lessee's notice of election to purchase pursuant to ~~the option~~ granted in the ~~preceding paragraph~~ shall be sufficient if deposited in the mail addressed to lessor at or before midnight of the day on which option period expires. Lessor shall, when requested by lessee, deliver to lessee complete abstracts of title, furnish up-to-date survey by a licensed or registered professional engineer or surveyor, showing elevations of property and corners marked with concrete monuments, upon receipt of which the lessee shall have a reasonable time in which to examine the title and, upon completion of title examination, if title is found satisfactory, shall tender the purchase price to lessor, and lessor, at time of such tender, shall deliver to the lessee a good and sufficient warranty deed conveying the premises to the lessee free and clear of all encumbrances (including, without limiting the foregoing, the rights of dower and/or courtesy).

(10) Application of Option Purchase Price. In event accruing rentals are insufficient to reimburse lessee for expenditures made by lessee hereunder, and in event lessee exercises the 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.

(11) Holdover. If, at the expiration or termination of this lease or any extension thereof, lessee should 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.

(12) Assignment and Sub-letting. Lessor consents that lessee may assign or sub-let the premises provided that lessee shall remain liable to lessor for the performance of all of the terms hereof.

(13) Notice. Notices from lessee to lessor shall be sufficient if delivered to lessor, or if placed in the United States Mails addressed to 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 principal place of business as shown in this lease.

(14) Approval and Signing by Lessee. This agreement, whatever the circumstances, shall not be binding on the lessee unless and until approved and signed in its behalf by an Executive Officer, General Sales Manager, Assistant General Sales Manager, Manager Dealer Sales (Executive Sales Office), Assistant Manager Dealer Sales (Executive Sales Office), Manager Real Estate Division or Territorial Manager (Domestic Sales Department).

(15) Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors or assigns.

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(16) Renewal Option. In consideration of this lease and other good and valuable considerations, lessor hereby grants to lessee the right and option to renew or extend this lease at the expiration of the term hereinabove set forth for an additional period of five (5) years upon the same terms, covenants, and conditions as set forth herein.

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Lessee's notice of election to renew or extend this lease pursuant to the preceding paragraph shall be sufficient if deposited in the United States mail, postage prepaid, and addressed to Lessor shown in this lease at least thirty (30) days prior to the date on which the option period expires.