

terminate without further liability on the part of Lessee, or the rent hereunder shall be reduced in proportion to the reduction in the area of the premises, but nothing herein shall be deemed a waiver of the sole right of Lessee to any award for damages to it or to its leasehold interest caused by such taking, whether made separately or as part of a general award.

PURCHASE OPTION

(13) Lessor and (his wife) in consideration of this lease hereby grant to Lessee the option to purchase the property herein described for the sum of \$XXXX Dollars at any time during the original term of this lease or any renewal thereof upon Lessee delivering to

L.W. J.

at written notice of intention to do so by mailing such notice by registered mail addressed as aforesaid at least two days before the expiration date of the original term or any renewal thereof, and such notice, if so mailed, shall be deemed valid and effective whether or not the same in fact is actually delivered to Lessor. In the event of the exercise of this option, the purchase price shall be paid upon the transfer and conveyance to Lessee or its nominee by a good and sufficient deed of a good and marketable title to said premises free and clear of all liens and encumbrances except

which a reputable title company will insure as such at regular rates. The deed shall be delivered and the title closed on the thirtieth (30th) day after the giving of notice of exercise of this option, unless the same be a Sunday or legal holiday, in which case on the next business day thereafter.

L.W. J.

(14) Prior to the taking of full possession of said premises by Lessee, Lessor shall be responsible for and shall reimburse Lessee for any loss of and damage to property of Lessee on said premises unless such damage shall be caused by the negligence or willfulness of Lessee or by an act of God; and Lessor shall indemnify and save Lessee harmless from any liability, cost and expense for any loss, damage, injury or other casualty to any person or property occurring at said premises or in connection therewith except when caused by the negligence or willfulness of Lessee.

After Lessee takes full possession of said premises, Lessee covenants and agrees to indemnify and save Lessor harmless from any and all claims, demands, suits, actions, judgments and recoveries for an account of damage or injury (including death) to property or person of Lessee, its agents, servants or other party or parties caused by or due to the fault or negligence of

(15) All notices required or permitted to be given by this lease shall be deemed to be properly given if delivered in writing personally or sent registered mail to the Lessor or to the Lessee as the case may be at the addresses set forth above, or to such other address as may be furnished by either party to the other in writing. The date of mailing shall be deemed the date of giving such notice.

HOLDOVER TENANCY

(16) If Lessee holds over the premises herein described beyond the termination by limitation of the term herein created, or any extension thereof, or any renewal of this lease pursuant to the terms hereof, without first having renewed or extended this lease by written agreement, such holding over shall not be considered as a renewal or extension of this lease except on a month-to-month basis.

QUIET ENJOYMENT

(17) Lessor covenants that Lessee on paying said rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said leased property for the term aforesaid, subject to the provisions hereof.

The covenants and agreements herein contained shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have duly executed this Agreement and affixed their respective seals thereto the day and year above written.

Witness lines for Lessor and Wife (Husband) of Lessor, including handwritten signatures and printed names like 'Lucy Wright-Tyford' and 'ESSO STANDARD OIL COMPANY'.

\* Note—All blank spaces to be filled in prior to execution.