

18. REMEDIES OF LESSOR.

(a) In the event of the breach by Lessee of any of the covenants contained herein, such as, but not limited to, its covenants to pay all taxes and assessments, to properly maintain required insurance policies, to repair the premises, and other like covenants calling for the expenditure of sums by Lessee, then Lessor may, at its option, pay itself any sums required for the payment of such taxes, insurance premiums, etc., or the performance of any necessary repairs, etc., and Lessee shall thereupon be obligated to repay to Lessor all such sums so paid or advanced by Lessor, and all such sums shall bear interest at the rate of seven per cent (7%) per annum from the date of payment by Lessor until date of repayment by Lessee.

(b) Lessor shall have the right to inspect the premises at any time during usual business hours.

(c) In addition to Lessor's right to repossess the leased premises in accordance with the provisions of article 9 hereof, Lessor, in the event of the occurrence of any such conditions, shall have the right to hold Lessee liable, and Lessee shall remain liable regardless of whether Lessor shall have repossessed the premises, for the stipulated rentals provided hereunder, less any sums received by Lessor as proceeds of reletting the premises, or Lessor, at its option, shall have the right to recover from Lessee, and Lessee shall be liable for the then value of, the excess of the then value of any future rentals during the term of the lease over the aggregate fair market rental value for the balance of the term of the lease.

(d) All remedies of Lessor provided hereunder or available to it by law shall be cumulative and any or all of same may be exercisable by Lessor at its option, and the taking by Lessor, or the availability to it, of any one remedy shall not prevent the exercise by it of any other remedy so long as such action shall not result in double recovery by Lessor of any damages sustained by it. The failure of Lessor to insist on the strict performance of any covenant of this lease shall not be deemed a waiver of a breach thereof or any future breach thereof, and acceptance by Lessor of rent or rents with knowledge of the breach of any covenant or covenants of the lease shall not constitute a waiver of such breach.

19. NOTICES. Any notices under or inquiries regarding this lease shall be delivered to Lessor at 23 Wall St., New York 8, N. Y. and to Lessee at 35 East Wacker Drive, Chicago, Illinois, or such other address as the parties may from time to time designate in writing. Notice may be given by mail, and in such event the date of service shall be the date on which the notice is deposited in a United States Post Office properly stamped and addressed.

20. OPTION TO PURCHASE. Lessee shall have the right and option (or the obligation where hereafter specified) to purchase the premises herein leased from Lessor at the time and in accordance with the conditions hereafter specified in this article number 20. In the event Lessee desires to exercise any of said options to purchase, Lessee shall give Lessor at least thirty (30) days written notice in advance of its election and shall thereafter, at the time specified for the exercise of the option, tender to Lessor the purchase price specified hereafter in connection with the option being exercised. Lessor shall simultaneously deliver to Lessee a duly executed deed conveying to Lessee the premises herein leased, with a warranty against the claims of any person or persons claiming by, through or under Lessor, and the delivery of such deed shall cause the immediate and automatic cancellation of this lease. The terms and conditions of such purchase options and the purchase price to be paid, in the event of exercise thereof, are as follows:

(a) At any time during the original term hereof Lessee shall have the option to purchase the leased premises at a price (hereinafter called the Escape Option Price) equal to the then value of all unaccrued rentals which would be payable during the balance of the original term of this lease, said value being determined as the amount which, invested at 5.4 % interest per annum, compounded monthly, would return payments of \$ 236.13 per month, out of principal and interest, during the remaining term of the lease; provided, however, that this option may be exercised only in the event one of the following conditions is present:

(1) The premises cannot be operated at sufficient profit to induce a responsible sublessee to operate the same for service station purposes under a sublease providing for a reasonable rental amounting to at least a rental equal to the rental provided to be paid by Lessee; or

(2) The Lessee desires to discontinue the sale of petroleum products in the county in which the premises are located; or

(3) The Lessee cannot, in its opinion, profitably supply the operator of said premises with petroleum products at prices competitive with other suppliers in the area.

(b) In the event of the complete or partial destruction of the buildings or appurtenances on the leased premises by fire, storm or other casualty, Lessee shall have the option, in lieu of repairing or restoring the same, to purchase the leased premises at the Escape Option Price less any amount which may have been received by Lessor out of the proceeds of any insurance against such casualty.

(c) In the event of the taking or the threatened taking of a part of the leased premises under the power of eminent domain by any governmental authority or any person, firm or corporation, Lessee shall have the right to be paid by Lessor the amount of any award paid or provided to be paid to Lessor for such condemnation and Lessee shall have the option to purchase the leased premises, or the balance thereof remaining after such condemnation, at the Escape Option Price, but in the event such option is not exercised, then there shall be no abatement of rentals payable hereunder by reason of such condemnation of a part of the premises.

(d) In the event of the taking or threatened taking of the entire leased premises under the right of eminent domain by any governmental authority or any person, firm or corporation, Lessee shall have the option and, upon receiving written demand from Lessor, shall have the obligation, to purchase the leased premises at the Escape Option Price and shall receive from Lessor either the title to the premises, together with the right to any award to be paid, or, if the condemnation has taken place and the award has been paid, shall be paid the full amount of said award by said Lessor in lieu of receiving title to the leased premises.

(e) In the event of the breach by Lessor of its covenant of quiet enjoyment contained in Article 11, Lessee shall have the option to purchase the leased premises, or any right, title or interest of Lessor therein, at the Escape Option Price, and there shall be assigned by Lessor to Lessee, upon the payment of said Escape Option Price by Lessee, any rights or choses in action Lessor may have to recover moneys or damages under any policy of title insurance or any covenant of warranty in Lessor's chain of title, and Lessee shall have the right to receive from Lessor, upon the exercise of this option, any moneys Lessor may have theretofore received under any such policy of title insurance or any settlement of any claim under any covenant of warranty in its chain of title, provided that Lessor shall not make any settlement of any claim it may have under any such title policy or covenant of warranty without Lessee's approval.

(f) On the 28th day of February, 19 67, and until the expiration of thirty (30) days thereafter, Lessee shall have the unqualified right to purchase the premises for the sum of \$ 31,344.07

(g) On the 29th day of February, 19 72, and until the expiration of thirty (30) days thereafter, Lessee shall have the unqualified right to purchase the premises for the sum of \$ 23,978.43

(h) On the 28th day of February, 19 77, and until the expiration of thirty (30) days thereafter, Lessee shall have the unqualified right to purchase the premises for the sum of \$ 14,407.27

(i) On the 28th day of February, 19 82, or, in the event said option to purchase is not then exercised but the option to renew this lease for one or more renewal terms is then or thereafter exercised, at any time thereafter during the effective period of any renewal term of this lease, Lessee shall have the unqualified right to purchase the leased premises for the sum of \$ 1,970.20

21. RENEWAL OPTION. Lessee shall have the right, upon giving written notice to Lessor at least thirty (30) days prior to the expiration of the original term of this lease, to renew this lease for an additional term of five (5) years, provided that rental during said renewal term, or any succeeding renewal term, shall be the sum of \$ 82.09 per month instead of the rental provided to be paid during the original term of this lease. In like manner, upon the expiration of such renewal term or any succeeding renewal term, the Lessee shall have the right to extend this lease for an additional term of five (5) years, provided that the Lessee shall not have the right to extend this lease beyond twenty-five (25) years from the expiration of the original term.

22. ENTIRETY OF AGREEMENT. It is expressly understood and agreed by and between Lessor and Lessee that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth; and that this agreement cannot be changed, altered, modified or amended except by a written instrument signed by the duly authorized parties.