

(14) Lessor shall not, during the term of this lease or any renewal or extension thereof, enter into any agreement to sell or lease the demised premises or any part thereof or interest therein unless Lessor shall have; (1) received a bona fide, acceptable offer from a third party for the purchase or lease of same, and (2) given Lessee written notice of such offer, identifying the party or parties making the offer and setting forth the price, terms and conditions of same. Lessee shall thereupon have a prior right to purchase or lease said premises of the same price and upon the same conditions as are contained in such offer. Such right may be exercised by Lessee at any time within sixty (60) days after receipt of such written notice by mailing to Lessor at the address given above, by registered or certified mail, at least two (2) days before the expiration of said sixty (60) day period, written notice of such exercise; such notice if so mailed shall be deemed valid and effective whether or not the same is actually received by Lessor. Lessee shall have a period of thirty (30) days after the exercise of such option within which to conclude said purchase or lease, as the case may be, and make payment if such is required under the terms of the original offer, PROVIDED, HOWEVER, that if said offer specifies a period of more than thirty (30) days for closing Lessee shall have such longer period. At the time of closing, Lessee may deduct from the amount payable to Lessor any sums owing by Lessor to Lessee at that time under any provision of this lease. The option herein granted to Lessee shall remain in effect so long as this lease remains in effect, and any failure on the part of Lessee to exercise same with respect to a particular offer made by a third party shall not constitute a waiver of Lessee's rights with respect to any subsequent offer. The covenants and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

FIRST REFUSAL OPTION

V.L.B.
Hester

- LIABILITY (15) Lessee covenants and agrees to indemnify and save Lessor harmless from any and all claims, demands, suits, actions, judgments and recoveries for or on 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 Lessee, its sublessee and assigns in the operation of the service station.
- NOTICES (16) 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 by 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 (17) If Lessee, after giving notice of intention not to exercise renewal privileges in Clause 2 hereof provided or at the end of all of said renewal periods, holds over the premises herein described beyond the termination by limitation of the term 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 (18) 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.