

(4)—Ownership and Removal of Buildings and Property. All buildings, improvements, fixtures, equipment, and other property owned by the lessee, or erected or placed on said premises by lessee during the term of this lease, or any extension or renewal thereof, shall be the property of and belong exclusively to the lessee, free from any liens or encumbrances. It is understood that the lessee has the right to remove or replace buildings, fixtures, aboveground equipment, underground tanks and other removable property at any time during the term of this lease at its sole discretion, and that upon the termination of this lease as herein provided or otherwise, the lessee shall have the right to sever and remove from said premises all buildings, improvements, fixtures, equipment and other property owned by the lessee or erected or placed upon said premises by the lessee. It is understood, however, that the lessee is under no obligation to remove the same or any part thereof, but that in the event of lessee's failure to do so within thirty (30) days after the date of the termination of this lease, such buildings and improvements not removed from said premises shall become the sole property of the lessor.

(5)—Lessee's Right of Termination. Should the business of distributing petroleum products on the whole or any part of said premises be prevented due to any law, ordinance or regulation by any public authority or due to any restriction on said premises and said restriction not be removed within ninety (90) days from the date thereof, then, in either of such events, Lessee may terminate this lease upon giving Lessor thirty (30) days' written notice of termination, in which event Lessee shall be relieved of all obligations under this lease, including all liability for rent from the date the conduct of such business was so prevented.

(6)—Condemnation. Should said premises, or a part thereof sufficient in Lessee's judgment to render the remainder unsuitable for a gasoline service station, be taken or condemned for public use, then Lessee may cancel and terminate this lease upon giving Lessor thirty (30) days' written notice. Lessee reserves the right to claim compensation for its interest in premises so taken or condemned out of any settlement or award to be made. If, during the term of this lease, a part only of said premises be taken or condemned for public use and if Lessee does not elect to cancel and terminate this lease because of such taking, the monthly rental thereafter to be paid shall be reduced in direct proportion to the area taken and Lessee may continue in possession of the reduced premises at said reduced rental. If access or the approaches to the demised premises are condemned or restricted by public authority, in whole or in part, or if any public authority redirects or diverts traffic away from the demised premises, so that in any such case lessee's use of the demised premises for service station purposes is, in lessee's opinion, materially and adversely affected, lessee at its option may cancel and terminate this lease.

(7)—Damages for Defect in Title. (a) Lessor covenants that he is well seized of said premises, has good right to lease the same, that said premises are free and clear of all liens or encumbrances, except as hereinafter set forth, and warrants and agrees to defend the title thereto; ~~and at lessor's own expense agrees to furnish lessee with an abstract of title or a title policy brought down to date; 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.~~ *1/20/68*
J.W.M.

(b) Liens and Encumbrances:

None

Except the sewer line easement on the 276 U. S. Highway side of the property, and shown on the plat of the premises hereby leased, which plat was made by Piedmont Engineers and Architects, dated April 30, 1968, and revised February 3, 1970.

(8)—Destruction by Fire, etc. If, by fire, earthquake, the elements or any cause not due to lessee's negligence, the improvements now or hereafter existing on said premises are destroyed or so damaged as materially to interfere with the business of lessee and/or its sub-tenants, or any of them, lessee shall have the right at its option, to be exercised within ten (10) days after such event, to terminate this lease and shall be thereupon released from all further obligations hereunder. Such termination shall be effective as of the date of such destruction or damage and lessor shall repay to lessee any rentals paid in advance for the time subsequent to such damage or destruction.

(9)—Taxes.

"Lessee agrees to reimburse lessor for all general real estate taxes (exclusive of special assessments) assessed upon the land and improvements for any period falling within the term of this lease and a proper pro-rata part of any such taxes assessed thereon for any period falling partly within said term within thirty (30) days after presentation by lessor of receipted bills showing payment thereof. Lessee reserves the right, however, at its own cost and expense, to contest any tax which it deems to be improper or unreasonable and upon written notice to such effect from lessee, lessor agrees to cooperate or join with lessee in any application or proceeding to contest or judicially review any such tax referred to in said notice."

(10)—Assessments. Lessee shall in no event be responsible for or assume any obligation to pay any outstanding or future assessments for street or sidewalk construction, paving or improvements, street repairs, street widenings, sewers, water lines, or assessments of any character imposed with respect to the demised premises, and the lessor agrees to assume all obligations to pay such assessments.

(11)—Water Rents. Lessee agrees to pay all water rents accruing upon said property for any period falling wholly within the term of this lease and a proper pro rata part of any such water rents for any period falling partly within said term.

~~(12) Fixed Price Purchase Option. Lessor hereby grants to lessee the exclusive right, at lessee's option, to purchase the demised premises, together with all structures, improvements and equipment thereon, free and clear of all liens and encumbrances (including leases which were not on the premises at the date of this lease) at any time during the initial term and any extensions or renewals of the term of this lease for the sum of dollars (\$), it being understood that if any part of said premises be condemned, the amount of damages awarded to or accepted by lessor as a result thereof shall be deducted from said sum.~~

~~Lessee's notice of election to purchase shall be sufficient if deposited in the mail addressed to lessor or if sent by telegraph at or before midnight of the day on which the option period expires.~~

~~Upon receipt of lessee's notice of election to exercise this option, which notice shall be given in accordance with the Notice Clause of this lease, lessor shall immediately deliver to lessee, at lessor's expense, evidence of title satisfactory to lessee, and shall also furnish, at lessor's expense, an up-to-date survey by a licensed or registered professional engineer or surveyor showing elevation of property and corners marked with concrete monuments, upon receipt of which the lessee shall have a reasonable time in which to examine title and zoning, and upon completion of such examination, if title is found satisfactory and the use of the premises then is in conformance with zoning, and upon tender of the purchase price to lessor, lessor shall promptly deliver to lessee a good and sufficient deed conveying the premises to lessee free and clear of all encumbrances (including, but not limited to, any rights of dower or curtesy). All rentals and taxes shall be prorated between grantor and grantee to the date of delivery of the aforesaid deed.~~

~~This fixed price purchase option and the first refusal option granted in the following clause are independent of each other, shall be pre-emptive and continuing, and shall be binding upon lessor, lessor's heirs, devisees, legal representatives, successors and assigns. The election by lessee not to purchase said premises in the case of a bona fide offer referred to in the following clause shall not terminate or in any wise affect either the foregoing fixed price purchase option or the first refusal option granted by the following clause, but each shall thereafter continue unaffected as set forth in this paragraph.~~

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