

(4)- Maintenance.--Lessor agrees to maintain such premises and improvements, including plumbing, heating, and electric wiring, in good repair, and to paint same according to lessee's specifications when deemed necessary in the opinion of the lessee during the term of this lease, and to re-build within sixty (60) days any structure on said premises damaged or destroyed in any manner.--In the 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 such period shall be abated. NWF

(5)- Removal of Property. Lessee shall have the right at any time during the continuance of this lease or within thirty (30) days after its termination to sever and remove all buildings, and improvements, fixtures, equipment and other property owned by lessee or placed on said premises by lessee during the term of this or any previous lease, or any extension or renewal thereof.

(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 or 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.

(9)- Option.--Lessor hereby gives to lessee the right and option to purchase the demised premises and all structures and improvements thereon at any time during the term of this lease or any extension or renewal thereof, for the sum of -----Dollars (\$----). Should a part of the premises herein demised be condemned, the amount of damages awarded to lessor in consequence shall be deductible from such sum.

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