

(4)—Maintenance. (a) During the term of this lease, lessee shall at lessee's expense make minor repairs to said premises, buildings and improvements, including repairs to plumbing, heating equipment, air compressor, hoist, pumps, electrical wiring and fixtures, and replace broken windows, provided the total cost of said repairs and/or replacement of windows does not exceed \$50.00 at any one time. Lessee agrees to paint the buildings and improvements whenever it deems such painting necessary.

(b) Lessor agrees at lessor's expense to make all other repairs to the said premises, buildings and improvements, equipment and fixtures furnished by lessor, and to keep the same in good repair during the term of this lease, as well as to replace any equipment furnished by lessor which becomes worn-out or damaged and cannot in the opinion of lessee, be placed in first-class condition by reasonable repairs. In event lessor shall fail promptly to make repairs or replacements as provided for herein, lessee is authorized to make the necessary repairs or replacements and to apply accruing rentals to reimburse itself for such expenditures.

(c) Lessor further agrees that in the event any structures on said premises are damaged or destroyed, lessor shall notify lessee within twenty (20) days from the date of such destruction or damage whether or not lessor intends to restore the premises to their former condition and if lessor so elects to restore the premises to their former condition, lessor shall replace within sixty (60) days any such structures damaged or destroyed. If lessor fails to notify lessee within said twenty (20) day period or notifies lessee that lessor does not intend to restore the premises, or fails to restore the same, lessee at its election may immediately terminate the lease effective as of the date the damage or destruction occurred, in which event rental shall abate from the date of destruction or damage, or do the necessary repairing or rebuilding itself and have the right to apply accruing rentals to reimburse itself for the principal expenditure, together with interest at six per cent. If prior to and/or during the time the premises are undergoing repairs the use thereof by lessee is materially interfered with, the rent accruing during such period or periods shall abate.

(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 be prevented from establishing or continuing the business of distributing petroleum products on the whole or any part of said premises, due to any law, ordinance or regulation by any Federal, State or Municipal authority, or to any restriction on the demised premises and such restriction is not removed within ninety (90) days then the lessee may terminate this lease upon giving thirty (30) days' written notice, in which event the rental obligation shall be pro-rated from the date that the lessee is prevented in any manner from doing business on said premises. If, during the term of this lease, a part only of said premises be taken for public use under right of eminent domain, and if the remainder, in the opinion of the lessee, is not suitable for its purpose, lessee, at its option, may cancel and terminate this lease, but if it shall not elect so to do, the monthly rental thereafter to be paid shall be reduced by an amount which bears the same ratio to that herein provided for as the area taken bears to the total area prior to such taking.

(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 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 of 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 to Purchase. 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 term of this lease or any extension or renewal thereof,~~

~~(a) 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 such price,~~

~~(b) On the same terms and at the same price as any bona fide offer for said premises received by lessor, and which offer lessor desires to accept. Upon receipt of a bona fide offer, and each time any such offer is received, lessor (or his assigns) shall immediately notify lessee, in writing, of the full details of such offer, including the name and address of any offeror, whereupon lessee shall have thirty (30) days after receipt of such notice in which to elect to exercise lessee's prior right to purchase. No sale of or transfer of title to said premises shall be binding on lessee unless and until these requirements are fully complied with.~~

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Any option herein granted shall be continuing and pre-emptive, binding on the lessor's heirs, devisees, administrators, executors, or assigns, and the failure of lessee to exercise same in any one case shall not affect lessee's right to exercise such option in other cases thereafter arising during the term of this lease or any extension or renewal thereof.

Upon receipt of lessee's notice of election to exercise any option granted herein, which notice shall be given in accordance with the Notice Clause of this lease, lessor shall immediately deliver to lessee, at lessor's expense, a complete Abstract of Title or other 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 upon completion of such examination if title is found satisfactory, shall tender the purchase price to lessor, and lessor shall thereupon deliver to lessee a good and sufficient Warranty Deed conveying the premises to the lessee free and clear of all encumbrances (including without limiting the foregoing the rights of dower and/or curtesy). All rentals and taxes shall be pro-rated between grantor and grantee to the date of delivery of the aforesaid deed.

~~Lessee's notice of election to purchase pursuant to either of the options granted in this clause shall be sufficient if deposited in the mail addressed to lessor at or before midnight of the day on which option period expires.~~

(10)—Application of Option Purchase Price. In event accruing rentals are insufficient to reimburse lessee for expenditures made by lessee hereunder, and in event lessee exercises the option to purchase the demised premises, lessee may apply such part of the purchase price as is necessary to (a) completely reimburse itself for such expenditures and (b) pay any other indebtedness of lessor to lessee, together with interest at six per cent.

~~(11)—Option to Extend Term. (a) The lessor hereby grants to lessee the right and option to extend this lease for an additional period of \_\_\_\_\_ years at the following rental:—~~

~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~

Lessee shall notify lessor in writing of its election to extend this lease sixty (60) days prior to the date of the expiration of the term of this lease and notice thereof shall be deemed sufficient if given in the manner hereinafter provided.

(b) If at any time during the term of this lease or of any extension or renewal of this lease, lessor shall receive a bona fide offer to lease the demised premises for a term to begin subsequent to the present demised term or such extension or renewal, and the lessor desires to accept such offer, lessor will immediately submit to lessee a written copy of such proposed lease with a full disclosure of the terms and provisions thereof and lessee shall have thirty (30) days after receipt thereof in which to elect to lease said premises upon the same terms and provisions contained in such proposed lease.

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