

If ATLANTIC desires to exercise said option, ATLANTIC shall do so by written notice thereof to LESSOR. Within sixty (60) days thereafter ATLANTIC shall tender to LESSOR the purchase money; PROVIDED, HOWEVER that ATLANTIC, at ATLANTIC'S option, may deduct from said purchase money any and all indebtedness, however incurred, then owing by LESSOR to ATLANTIC. Simultaneously with the payment of the purchase money, LESSOR shall deliver to ATLANTIC a deed for said premises containing general warranty of title and which shall convey to ATLANTIC a good and marketable title to said premises, free and clear of all liens, mortgages, deeds of trust, encumbrances, covenants, restrictions, encroachments and easements. The current taxes, rental and municipal charges shall be adjusted pro rata as of the time of settlement. Purchase of said demised premises by ATLANTIC under the option contained herein shall terminate this lease as of the date of settlement. The aforesaid right or option shall run with the land and shall be binding upon LESSOR and LESSOR'S successors in title.

FIRST
REFUSAL
PURCHASE
OPTION

15. In consideration of ATLANTIC executing this lease, from the date hereof and during the continuance of this lease, LESSOR agrees not to convey or sell the demised premises or premises which include the demised premises without written notice to ATLANTIC of LESSOR'S intention to do so. To that end, LESSOR shall not convey or sell said premises except by binding written agreement, which agreement shall be expressly subject to ATLANTIC'S rights under this lease and all options herein contained. LESSOR shall notify ATLANTIC in writing of such proposed conveyance or sale and shall furnish ATLANTIC with a true and correct copy of the aforesaid written agreement. Thereafter ATLANTIC shall have an option for a period of thirty (30) days from the date of receipt of such written notification and copy, during which thirty (30) day period ATLANTIC may determine and notify LESSOR in writing whether ATLANTIC desires to purchase said premises or premises which include the demised premises for the same price as set forth in said written agreement. If ATLANTIC exercises said option to purchase such premises, within sixty (60) days thereafter ATLANTIC shall tender to LESSOR the purchase money, PROVIDED, HOWEVER, that ATLANTIC, at ATLANTIC'S option, may deduct from said purchase money all indebtedness, however incurred, then owing by LESSOR to ATLANTIC. Simultaneously with the payment of the purchase money, LESSOR shall deliver to ATLANTIC a deed to such premises in accordance with the terms of said written agreement. In the event ATLANTIC shall fail to exercise the option to purchase herein granted, LESSOR shall be at liberty to conclude the sale or conveyance of said premises to the offering third party upon the terms of the agreement, copy of which was submitted to ATLANTIC, subject, nevertheless, to ATLANTIC'S rights under this lease and all options herein granted. Any failure of ATLANTIC to exercise the option herein granted shall not rescind, abrogate, terminate, or suspend any of ATLANTIC'S rights under this lease nor any of the options granted in this or any other paragraph. This right and option shall run with the land and shall apply to all succeeding offers to purchase, whether made to LESSOR, or LESSOR'S successors in title.

EMINENT
DOMAIN

16. If any portion of said demised premises shall be taken or acquired for public or quasi-public use by condemnation proceedings or otherwise, the rentals as specified in Paragraph 3 and Paragraph 19, shall be reduced by an amount which bears the same proportion to such rental as the area of land so taken or acquired bears to the total area herein demised. However, if such taking or acquisition is during the original term of this lease, following such taking or acquisition ATLANTIC shall continue paying the rental as specified in Paragraph 3 and the amount of the said reduction shall be construed as money advanced for LESSOR'S account. If such taking or acquisition renders the demised premises substantially unusable for the operation of a gasoline station thereon, ATLANTIC, at ATLANTIC'S option, by written notice to LESSOR, may terminate this lease at any time by notice thereof to LESSOR; PROVIDED, HOWEVER, that if ATLANTIC elects to terminate this lease during the original term hereof, with such termination notice ATLANTIC shall offer to purchase the remaining portion of the demised premises, if any, together with LESSOR'S claim or claims for damage by reason of such taking or acquisition for the price of