

M.B.C.
SME
BCB

None

6. (a) LESSEE is hereby granted the right and option to purchase the demised premises, together with all buildings, improvements and equipment of LESSOR thereon (including any and all buildings and improvements which LESSOR may erect upon the demised premises) at any time during the term of this lease, or any renewal period, at and for the price of ~~that~~ **no purchase option is given except that as contained in Paragraph 6(b) hereof.**) payable in cash or by certified check, in fee simple. In the event any part of the demised premises shall be condemned or otherwise acquired by governmental authority, or through the exercise of the right of eminent domain, and any award to or settlement is made with LESSOR therefor, then the purchase price under this purchase option shall be reduced by a sum equivalent to the amount of such award or settlement.

(b) If the LESSOR at any time during the term of this lease or any renewal or extension thereof receives a bona fide offer to purchase the demised premises which offer the LESSOR desires to accept, or should LESSOR during any such time make any offer to sell the demised premises, LESSOR agrees to give LESSEE thirty (30) days' notice in writing of such bona fide offer, setting forth the name and address of the proposed purchaser, the amount of the proposed purchase price, and the terms of payment thereof. The LESSEE shall have the first option to purchase the demised premises within the above-mentioned thirty (30) day period at the same price and on the same terms of any such bona fide offer or proposal. In the event LESSEE does not exercise its option to purchase the demised premises within the aforesaid period and regardless of whether or not the said premises are sold pursuant to the bona fide offer set forth in the notice, it is understood and agreed that LESSEE shall have, upon the same conditions of notice, the continuing first option to purchase the said premises upon the terms of any subsequent bona fide offer or proposal for the sale of said premises. Should LESSOR, in the absence of the exercise by LESSEE of its option to purchase hereunder, consummate a sale pursuant to any such bona fide offer or proposal, such sale shall not, however, in any manner affect the right, title, interest and estate of LESSEE under this lease or any options therein contained but such sale and conveyance of said property shall in all respects be subject to the estate, term of years, renewal and purchase options of the LESSEE under this lease; it being further agreed that the right of first refusal with respect to any purchase of the demised premises so granted to LESSEE under the terms of this paragraph shall be binding upon all succeeding vendees or successors in title, during the term of this lease and any renewal thereof.

In the event LESSEE shall exercise its purchase option under either (a) or (b) above, it shall do so by written notice to LESSOR; and in the event LESSEE shall exercise either of said purchase options, LESSOR covenants and agrees, upon payment of the purchase price as aforesaid, to convey the said property to LESSEE, its successors and assigns, by a good and marketable record title in fee simple, with covenants of general or special warranty and further assurances, as LESSEE shall require, free of all claims, liens, easements, restrictions and encumbrances; settlement of the purchase price, and conveyance of the property to LESSEE, shall be made within sixty (60) days from the date of the sending of such notice exercising said option; but actual tender of the purchase price by the purchaser or tender of deed by the seller shall not be necessary, and neither party shall be deemed to be in default until after written demand for performance shall have been made by the other party; it being further agreed that LESSEE may reject the title to said property in the event said title shall be such as will not be guaranteed by a responsible title guarantee company at such company's regular rates; taxes, water, rent and other current expenses, and rental hereunder, to be adjusted as of date of settlement.

7. LESSOR covenants and agrees to deliver actual possession of the demised premises unto LESSEE, free of possession or the right of possession by all other persons, firms or corporations, upon the beginning date hereof.

8. LESSEE is hereby granted the right to erect and/or install such additional buildings, improvements, and equipment upon the demised premises as it may, in its absolute judgment, deem desirable for conducting a gasoline filling and service station and/or other business thereon; it being understood and agreed that all buildings, improvements and equipment heretofore or hereafter erected and/or installed upon the demised premises by LESSEE, or acquired by LESSEE from any predecessor in title, shall always remain the personal property of LESSEE; and LESSEE shall have the right at any time within thirty (30) days after the termination of this lease, or any renewal or extension thereof, to enter upon said premises and remove therefrom any such property without liability on LESSEE'S part for rent or as a holdover during such thirty (30) day period.

9. In the event the licenses, permits or franchises, or any of them, for maintaining and conducting a gasoline filling and service station upon the demised premises shall be revoked by City, County, State or other duly constituted authority, at any time during the term hereof, or any renewal period, or should any restrictions or conditions be imposed upon the operation, maintenance or conduct of said gasoline filling and service station, which in LESSEE'S absolute judgment may be unduly burdensome, or if, for any reason, LESSEE, its successors, assigns or sublessees shall be prevented from conducting its gasoline filling and service station upon the demised premises, then this lease, at the option of LESSEE, shall cease and determine, and in the event LESSEE shall so elect to terminate this lease all liability upon LESSEE for rental hereunder shall cease upon payment proportionately to date of such termination.

10. LESSOR shall, during the term of this lease and any renewal periods, pay all taxes and assessments of every nature, upon the demised premises, including all buildings and improvements of LESSOR thereon. In the event that the LESSOR fails to pay any of the aforesaid taxes and assessments or any payments required to be made under the terms of any mortgages affecting the premises, LESSEE may, at its option, make any such payments for the account of the LESSOR and charge the same with interest at six per cent per annum against the rental payable by LESSEE hereunder or may require LESSOR to reimburse LESSEE therefor in whole or in part. LESSEE shall pay all taxes upon any improvements and additions belonging to LESSEE upon the demised premises, and shall also pay all charges for water and electric current used by LESSEE upon the demised premises.

11. LESSOR covenants and agrees that LESSOR will not, at any time during the continuance of this lease or any extension thereof, or at any time within a period of ten years following any purchase of the demised premises by LESSEE, directly or indirectly sell or offer for sale, or engage in the business of handling or selling, any gasoline, motor-fuel, kerosene, lubricating oils or greases, upon any property within a radius of two thousand feet of the boundary lines of the property hereby demised; nor will LESSOR, during such period, sell, rent or permit to be occupied or used for such purposes any property owned, leased or controlled by LESSOR within said area, nor display or permit to be displayed upon any such property within said area any advertisement of any of the aforementioned products other than the products of LESSEE; and LESSOR further covenants and agrees that in any lease, deed or other agreement hereafter executed affecting any property owned, leased or controlled by LESSOR within such area, LESSOR will insert such restrictive clauses and covenants as will prevent any such property from being used during the period aforesaid for any purposes herein prohibited. In the event of the purchase of the demised premises by LESSEE, LESSOR further covenants and agrees to insert in the deed conveying said premises to LESSEE a covenant restricting LESSOR, and LESSOR'S heirs, personal representatives, successors and assigns, from using or permitting the use of any premises of LESSOR within said radius of two thousand feet of the boundary lines of the demised premises for the storage, handling, sale or advertising of any gasoline, motor-fuel, kerosene, lubricating oils or greases, for a period ten years from the date of such deed.

12. LESSOR covenants that LESSEE, its successors and assigns, upon paying said rent and performing the covenants on its part to be performed hereunder, shall and may peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid and any renewal periods.

13. LESSOR represents that there are no existing mortgages, deeds of trust, unpaid taxes or other liens affecting the demised premises, except as follows:

M.B.C.
SME
BCB

No exceptions

None

and LESSOR covenants and agrees to warrant, protect and defend LESSEE, its successors and assigns, from and against any and all loss or damage that LESSEE may sustain by reason of the enforcement of any mortgage, or other lien upon the demised premises; and agrees to secure from the requisite parties and deliver unto LESSEE prior to the date of possession, or at such later date as LESSEE may require, such waivers of priority as LESSEE shall require for the purpose of subordinating any existing mortgage or mortgages or other liens against the demised premises to the terms and provisions of this lease, otherwise LESSEE shall have the right to terminate this lease; and LESSOR further covenants that if foreclosure or other proceedings shall be instituted upon any such mortgage or lien, LESSOR will immediately notify LESSEE thereof by registered mail. It is further agreed that in the event a title examination shall disclose that LESSOR is not the sole owner of the property hereby demised, or that LESSOR'S title thereto is defective, or in the event there are any restrictions against the property prohibiting the use thereof as a gasoline filling and service station, LESSEE shall have the right to terminate this lease.