

said property by fire or other casualty, Lessor will have adequate funds with which to rebuild the improvements now located thereon.

5. In the event of damage to, or destruction of the building on said premises by fire, tornado or other casualty, during the term of this lease, the Lessor agrees promptly to repair or rebuild said improvements thereon, and if the Lessor fails to commence the necessary repairs or rebuilding within fifteen days after such damage or destruction occurs, the Lessee may, at its option, do the necessary work and charge the cost of same to the Lessor's account. In the event of damage to said property by fire or other casualty the rent shall abate until the repair or work of rebuilding the improvements is completed, at which time Lessee shall take possession of the improvements and pay the pro-rate portion of the rent for the current month, thereafter paying rental on the 15th day of each month as herein provided.

6. At the expiration of the term, or any renewal thereof, Lessee shall have the right and privilege of removing all equipment, supplies and fixtures of every kind and nature placed or purchased on the premises by the Lessee.

7. At the expiration of the term hereby created, or any renewal thereof, or upon the termination of this lease by forfeiture or otherwise, Lessee agrees to surrender unto the Lessor peaceable and quiet possession of said premises.

8. Lessor hereby grants to Lessee the right of refusal of any purchase offer that Lessor may receive during the term of this lease. In the event that Lessee declines this purchase privilege in a thirty day period, Lessor may then sell this property and by paying Lessee a sum equal to its entire installation expense may secure a cancellation of this lease. This expense to be pro-rated as to time of occupancy by Lessee.

9. Lessor warrants that she is the owner of a fee simple, marketable title to the above described property, and that she will warrant and forever defend the said premises unto the said Lessee, its Successors and Assigns, against the Lessor and her Heirs and against every person lawfully claiming or to claim the same or any part thereof. Lessor further agrees that if any flaw be found in the title, at any time during the term of this lease, that the Lessor, at her own expense, will take such action or file such proceedings as may be necessary to remove any cloud on title, to the end that Lessee will enjoy peaceful and uninterrupted possession during the term of this lease, and will receive a marketable title, free and clear of all liens, if the Lessee exercises the option to purchase.

10. It is understood and agreed that no rent or cash advance shall be payable unless and until the Lessor obtains, from The Batson Oil (Shell Oil) Company, a written release or consent which will permit Lessor to rent and take possession of the Leased premises.

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