We agree to deliver absolute possession of the entire property free and clear of all liens and encumbrances whatsoever, at the time of final settlement.

It is understood that in the purchase of this property. GULF OIL CORPORATION may be required to obtain from the proper legal authorities certain licenses and permits for the construction of contemplated buildings or improvements and the carrying on of the business intended by the Purchaser. Should the title to said property be found defective and urmarketable of record, or should GULF OIL CORPORATION fail to secure such licenses and permits as it may require for the use of said property in its business, then it shall have the right at any time prior to the date of final settlement to surrender this option and receive back the consideration paid therefor.

Should GULF OIL CORPORATION complete the purchase of the property for the consideration above named, then the amount paid for this option shall be credited upon and constitute a part of the purchase price of said property. In that event we agree to make, execute and deliver at our own expense, all such deeds, transfers and conveyances as may be necessary to vest in said Purchaser absolute and unencumbered marketable, record fee simple title to the property.

It is understood and agreed that all outstanding paving liens, and all other assessments which have been levied, if any now matured or maturing in the future, or which are a lien on the date of conveyance, will be paid in full by us at the time of delivery of the Warranty Deed; and it is further agreed that all taxes which are assessed and are due and payable on the date of delivery of deed shall be paid in full by us and the receipts delivered to Purchaser. Taxes which are a lien, but not then due and payable, shall be apportioned as of the purchase date.

It is further agreed and understood that GULF OIL CORPORATION shall have the right to assign the option granted hereby in whole or in part without giving us prior notice of such assignment.

IN WITNESS MEREOF, we have hereinto set our hands and seals at Memphile 12 this this

Signed, sealed and acknowledged in the presence of:

All Labora (SEAL)

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