

6. 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, by the terms of this agreement, is required to erect upon the demised premises) at any time during the term of this lease, or any renewal period, at and for the following price; in fee simple:

#### No purchase option

it being understood and agreed that in the event LESSEE shall elect to exercise said option to purchase, it shall do so by written notice to LESSOR. In the event LESSEE shall exercise said option, LESSOR covenants and agrees within thirty days thereafter, 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 incumbrances; taxes, water rent and other current expenses, and rental hereunder, to be adjusted as of date of settlement; 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. 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 made with LESSOR, then the purchase price under the purchase option mentioned herein shall be reduced by a sum equivalent to the amount of such award or settlement.

7. This lease is conditioned, at the option of LESSEE, upon LESSEE securing such licenses, permits and franchises from the proper authorities, City, County, State, or otherwise, as it shall require to lawfully erect, maintain and operate a drive-in gasoline filling and service station upon the demised premises in accordance with its plans, and to remove any and all obstructions, wherever situate, whether upon the demised premises or any sidewalks, streets or alley abutting the same, which in the absolute judgment of LESSEE if not removed would render the demised premises unsuitable for its purposes; and LESSEE shall have a period of sixty days from the date hereof in which to secure said licenses, permits and franchises, provided, however, that if LESSEE shall not have secured said licenses, permits and franchises during said period but application therefor shall be pending, then the time for securing said licenses, permits and franchises shall be extended for a further period of sixty (60) days. (If LESSOR, by the terms of this agreement, is required to erect a service station upon the demised premises, then LESSOR shall, at the option of LESSEE, file either in LESSOR'S name or in the name of LESSEE, as LESSEE shall require, the necessary application for the licenses, permits and franchises above referred to, and attempt to secure same within the time above stipulated, but shall not begin construction of said service station until all such licenses, permits and franchises shall have been secured by LESSOR, transmitted to LESSEE for approval and in turn notified in writing by LESSEE that LESSEE has accepted the same.) It is understood and agreed that in the event said licenses, permits or franchises, when granted shall impose any condition upon LESSEE, or upon the erection or operation of said filling and service station, which in LESSEE'S absolute judgment, is or may become unduly burdensome, LESSEE shall have the right to reject the same. In the event said licenses, permits or franchises are not secured by or for LESSEE as herein provided, or if LESSEE rejects the same, this lease shall become null and void, unless LESSEE shall notify LESSOR in writing within ten days after the expiration of said time hereinbefore mentioned for the securing of said licenses, permits and franchises, that LESSEE elects to continue this lease in force and effect notwithstanding.

8. 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, ~~with~~ on November 1, 1945. ~~days after receipt of written notice from LESSEE that LESSEE has received and accepted the licenses, permits and franchises hereinbefore referred to, (or in the event LESSOR, by the terms of this agreement, is required to erect a service station upon the demised premises, then LESSOR shall deliver actual possession thereof to the LESSEE immediately upon completion thereof.)~~

9. LESSEE is hereby granted the right to raze and remove any and all buildings and improvements of every character upon the demised premises, without any cost or liability therefor, and to erect and/or install such buildings, improvements, additions, and equipment thereon as in its absolute judgment may be desirable for maintaining and conducting a gasoline filling and service station and/or other business thereon; it being understood and agreed that all buildings, improvements, additions, filling station and/or other equipment and facilities, whether 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 may be removed by LESSEE at any time.

10. In the event the licenses, permits or franchises, or any of them, for erecting, maintaining or 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 or assigns, 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.

11. 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 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.

12. 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, greases, heating oils, solvents, or any fuel ingredient or product for the propelling of motor vehicles, 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 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, 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, greases, heating oils, solvents, or any fuel ingredient or products for the propelling of motor vehicles, for a period of ten years from the date of such deed.

13. 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.

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

#### No exemptions

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.

15. LESSOR covenants and agrees to protect, indemnify and save harmless LESSEE, its successors and assigns, from any damage, cost or expense in shoring up or protecting the demised premises occasioned by or as a result of any excavations or building operations on adjoining premises, or change in grade of any adjoining streets, alleys or highways and LESSOR further covenants and agrees that in the event of any change in grade of adjoining streets, LESSOR will reimburse and indemnify LESSEE against all cost, damage and expense in re-adapting the demised premises for use as a gasoline filling and service station.

C B P WHP