

Said Premises shall be conveyed subject to the following restrictive covenants:

- (A) Grantee agrees that for a period of twenty-five (25) years from and after the date of this conveyance, the premises shall not be used for the sale, marketing, storage or advertising of motor fuels or motor oils, except the trademarked products of MARATHON PETROLEUM COMPANY LLC, its successors and assigns, purchased either directly from MARATHON PETROLEUM COMPANY LLC, its successors and assigns or from a MARATHON® branded Jobber and that this restriction shall be a covenant running with the land and shall be contained in and made a part of every deed, mortgage, lease or other instrument affecting the title to said premises. Provided, however, if the existing Speedway gas station one (1) block south of the Premises is ever converted to a Marathon branded station, it shall void Grantee's obligation to brand the Premises Marathon and the deed restriction shall immediately terminate, for the Premises.
- (D) In case any one or more of the reservations, restrictions or conditions (or portions thereof) contained in this deed shall, for any reason, be held to be invalid, illegal or legally unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other portion of that provision or any other provision hereof (whether or not clearly divisible from such provision or portion thereof), and the above reservations, restrictions and conditions shall be construed and interpreted in the manner which is valid, legal and legally enforceable, and which is most nearly consistent with the intention of Seller and Buyer as evidenced by the above reservations, restrictions and conditions.
- (E) Grantee agrees that for a period of Twenty-five (25) years from and after the date of this conveyance, the premises, if converted to a use other than a MARATHON® retail motor fuel outlet, shall not be used for a convenience store or for the sale, marketing, storage or advertising of tobacco products, and that this restriction shall be a covenant running with the land and shall be contained in the made part of every deed, mortgage, lease or other instrument affecting the title to said premises.

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