

TITLE TO REAL ESTATE

charges levied or assessed upon the leased premises and the improvements thereon, except occupational or equipment license fees and water or electricity charges incurred by Shell's occupancy hereunder. If, as the same become due and payable, Lessor shall fail to pay such taxes, assessments or charges or any mortgage or other lien indebtedness and interest thereon which may be an encumbrance on the leased premises, Shell may pay the same, or such portion thereof as it elects to pay, and charge the amount of such payment to Lessor, in which event Shell shall be subrogated to the rights of the lien holder. In the event of any payment under this article by Shell, or the existence of any indebtedness due and owing by Lessor to Shell, in addition to its remedies at law, Shell may withhold all rentals accruing hereunder and apply the same in liquidation of the amount so charged to Lessor or such indebtedness until the same shall have been wholly liquidated, together with interest thereon at the rate of six per cent per annum, and if such amount or indebtedness with interest thereon shall not be fully liquidated as above provided during the term of this lease, or any extension thereof pursuant to Article Third if so extended, Shell may extend this lease for such period, upon the same terms and conditions as herein provided, as shall be required so to liquidate any balance of said amount so charged or such indebtedness with interest thereon.

Seventh. No rent shall accrue or be payable under this lease if and while there shall not be in force for any cause not the fault of Shell such licenses or permits as shall be necessary to enable the conduct to full advantage upon the leased premises of the business of operating a gasoline filling and automobile service station. If, without fault of Shell, such licenses or permits shall not have been granted by the proper public authorities within a period of sixty days after the date hereof, or, if granted, are subsequently revoked, or if, for any other reason not the fault of Shell, it shall be illegal to conduct said business upon the leased premises, then Shell, at its option, may terminate this lease at any time by giving five days written notice to Lessor.

Eighth. Neither party hereto shall be required to give any notice whatsoever to the other of its intention to vacate or re-enter the leased premises at the expiration of this lease and should Shell hold over, or be permitted by Lessor to hold over, such holding over shall be solely upon the basis of a tenancy from month to month at the rental hereinabove reserved.

Ninth. Shell may at any time assign this lease or sub-let all or any part of the leased premises but shall not be relieved thereby of its obligations hereunder.

Tenth. At the termination of this lease, or of any extension thereof, or of any tenancy from month to month, and subject to the privilege of entry during ninety days thereafter for the purpose of removal of its property hereinafter granted, Shell shall surrender the leased premises to Lessor in as good condition as they are now in or shall hereafter be put in by Lessor, excepting ordinary wear and tear, and destruction or damage by fire, the elements, other casualty, civil commotion and mob violence, and as they may have been changed, altered, added to or painted by Shell as hereinabove authorized.

Eleventh. Except as hereinafter provided, any notice hereunder from either party to the other shall be given only by registered letter or telegram addressed, if to Shell, at _____ and, if to Lessor, at such party's above mentioned address or at such other address as shall have been substituted therefor by written notice. The deposit in the mail of any letter so registered and so addressed, or the filing with the telegraph company of any telegram so addressed, shall be considered as notice to the addressee of the contents thereof. This lease may be terminated for non-payment of rent only if any installment of rent shall be due and unpaid for twenty days after notice of such default has been delivered to Shell's Real Estate and Development Department at the address in this Article mentioned, in which event Lessor shall then have the right to terminate this lease on thirty days written notice to Shell.

Twelfth. Shell, at its option, by giving at least thirty days written notice to Lessor, may terminate this lease at any time during the original or any extended term hereof.

Thirteenth. (marked out) M.J.L. T.F.A.

Fourteenth. Lessor covenants that Lessor is well seized of the leased premises and that Lessor has good right to lease the same and Lessor warrants and agrees to defend the title thereto and to reimburse Shell for and hold Shell harmless from any damages and expenses which Shell may suffer by reason of any restriction, encumbrance or defect in the title to or description herein made of the leased premises. In the event of any adverse claim of title, or if the right of Lessor to receive the rent due hereunder be disputed, or if there be a change of ownership of Lessor's estate by acts of the parties or operation of law, Shell shall be entitled to withhold rents thereafter accruing until Shell shall have been furnished with proof satisfactory to it as to the party entitled to receive the same. If it shall appear at any time, in the opinion of Shell's attorneys, that Lessor's title to said premises is insufficient to support this lease and to entitle the party, for the receipt of rent herein designated, to receive the same, Shell may terminate this lease by giving at least thirty days written notice to Lessor.

Fifteenth. Shell, at any time after the beginning of the term hereof and within ninety days after the termination of the term hereof or any extension thereof, may enter upon and remove from the leased premises any buildings, underground tanks or other property owned, built or placed thereon by Shell during the term of this lease, or any previous lease, or any extension thereof, or