

5. Shell, after its execution of this lease, shall apply for and endeavor to obtain from the proper public authorities all licenses and permits necessary to authorize the construction on the premises in accordance with Shell's plans and specifications, and operation thereon, of an automobile service station. If such licenses and permits cannot be obtained within one hundred twenty (120) days after the date of this lease, and/or if such licenses and permits are not in full force and effect as of March 25, 1955, Shell, at any time thereafter and before said licenses and permits are issued, may terminate this lease by giving Lessor written notice. Upon notice from Shell that the aforesaid licenses and permits have been obtained, lessor shall at its sole cost and expense clear the premises of all structures, personal property and rubbish, and deliver to Shell possession of the premises so cleared no later than May 15, 1955. If Lessor fails to so clear the premises, Shell may take possession of the premises, clear the same and charge to Lessor the cost thereof, or terminate this lease by written notice to Lessor. No rent shall accrue or be payable hereunder until the premises are delivered to Shell cleared and with all of said licenses and permits in force and effect.

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~~with sixty (60) days and exhibit such licenses and permits in Lessor's or its own name in force and effect; and if the premises are not so delivered to Shell within one hundred twenty (120) days after the date of this lease, Shell may terminate this lease by giving Lessor at least ten (10) days' notice.~~
possession of the premises, so cleared and with title satisfactory to Shell such licenses and permits have been obtained. If Lessor fails so to obtain permits or to clear the premises, Shell may obtain such licenses and permits and/or take possession of the premises and clear the same, and charge to Lessor all costs incurred thereby. No rent shall accrue or be payable hereunder until the premises are delivered to Shell, cleared and with title satisfactory to Shell and with all of said licenses and permits in force and effect; and if the premises are not so delivered to Shell within one hundred twenty eighty (180) days after the date of this lease, Shell may terminate this lease by giving Lessor at least ten (10) days' notice.

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6. Shell shall have the rights, at Shell's expense, to enter the premises, ~~at any time after the date of this lease~~, for the purpose of making investigations and surveys; to use the premises for any lawful purpose; to construct and install on the premises, and paint in colors of Shell's selection, an automobile service station, and any additional buildings, improvements and equipment (including advertising signs and billboards) that Shell may desire; and to make any alterations that Shell may desire in the premises and the buildings, improvements and equipment at any time located thereon.

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7. Shell shall pay (a) all taxes, assessments and other charges on the premises which are allocable to the term of this lease and the bills for which have been duly presented to Shell, and (b) all taxes on Shell's property on the premises, and licenses, utilities and other such charges incurred by Shell's use of or operations on the premises.

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8. All sums charged to Lessor by Shell hereunder shall be indebtedness of Lessor to Shell payable on demand. If any such indebtedness or any other indebtedness of Lessor to Shell is due at any time, Shell may, in addition to other remedies, withhold all rent accruing hereunder and apply the same to the payment of such indebtedness. If all such indebtedness is not fully paid at the expiration of the original term of this lease or any extension thereof, Shell may, at its option, extend this lease on the same covenants and conditions as herein provided, until such indebtedness is fully paid by application of all rents thereto.

9. ~~At any time during the original term of this lease or any extension thereof, or any tenancy thereafter, Shell shall have the option to purchase the premises for the sum of~~ _____ Dollars (\$ _____), on the terms provided in article 11, which option Shell may exercise by notice to Lessor.

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10. If at any time during the original term of this lease or any extension thereof or any tenancy thereafter, Lessor receives from a ready, willing and able purchaser, an acceptable bona fide offer to purchase, or makes a bona fide offer to sell to such a purchaser, the premises or any part thereof or any property which includes all or part of the premises, Lessor shall give Shell notice, setting forth the name and address of the purchaser and the price and terms of the offer, and accompanied by Lessor's affidavit that the proposed sale is in good faith. Shell shall thereupon have, ~~in addition and without prejudice to its rights under article 9,~~ the prior option to purchase the premises or the part thereof or the entire property covered by such offer, at the price and on the terms of the offer but subject to the terms provided in article 11, which option Shell may exercise by giving Lessor notice within twenty (20) days after Shell's receipt of Lessor's notice of the offer. Shell's failure, at any time, to exercise its option under this article 10 shall not affect this lease or the continuance of Shell's rights and options under articles 2, ~~3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100,~~ or any other article hereof.

J.C.W.
R.W.