

5. Lessor shall, at Lessor's expense: (a) obtain as promptly as possible from the proper public authorities, and exhibit to Shell, all licenses and permits necessary to authorize the clearing of the premises and the construction, in accordance with Shell's plans and specifications, and operation thereon of an automobile service station; (b) clear the premises of all structures, personal property and rubbish; and (c) deliver to Shell possession of the premises, so cleared and with title satisfactory to Shell, within sixty (60) days after such licenses and permits have been obtained. If Lessor fails so to obtain and exhibit such licenses and permits or to clear the premises, Shell may obtain such licenses and permits, in Lessor's or its own name, 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 (120) days after the date of this lease, Shell may terminate this lease by giving Lessor at least ten (10) days' notice.

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.

7. Shell shall pay all taxes on Shell's buildings, improvements, equipment and other property on the premises, and all license, utilities and other such charges incurred by Shell's use of or operations on the premises; and if any of such taxes or charges are assessed against and paid by Lessor, Shell shall reimburse Lessor therefor, upon Lessor's demand and presentation to Shell of receipted bills. All other taxes, assessments and charges on the premises and Lessor's property thereon shall be paid by Lessor. If Lessor defaults, at any time, in any such payment or in the performance of the obligations of any mortgage or other lien affecting the premises, Shell may remedy such default, in whole or in part, charge to Lessor all costs incurred thereby, and be subrogated to the rights of the holder of such mortgage or other lien.

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.

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~~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, 9 or 10 or any other article hereof.

11. Within twenty (20) days after notice of Shell's exercise of any purchase option herein, Lessor shall obtain, at Lessor's expense, and submit to Shell evidence of Lessor's title to the property covered by the exercised option, for examination by Shell's attorneys, (in default whereof Shell may obtain the same and charge to Lessor the cost thereof), and all title opinions, certificates and policies, licenses, permits and surveys relating thereto that Lessor may possess, all of which shall become Shell's property if the sale is consummated. All liens, encumbrances, restrictions and other defects in title shall be cleared by Lessor promptly on notice from Shell. If title is approved by Shell's attorneys and all necessary legal permission for the operation on the premises of an automobile service station, and the use of the premises therefor, is in effect, the sale shall be consummated without unreasonable delay; and Lessor shall convey to Shell the property covered by the exercised option, by recordable deed with general covenants of warranty. Taxes for the current year and rent shall be prorated as of the date of delivery of such deed. If title is not approved by Shell's attorneys or all such legal permission is not in effect, the sale shall be consummated or rejected at Shell's option; and Shell may waive any liens and other encumbrances and reduce the purchase price by the amount thereof. Evidence of Lessor's title means, at Shell's option: any evidence of title that Lessor may possess, a complete abstract of title, a current certificate of title, an attorney's opinion as to title, or a report of a title insurance company and subsequently a title policy fully insuring the interest Shell is to acquire, such abstracter, attorney or title insurance company to be selected by Shell.

12. Shell may at any time assign this lease or sublease all or any part of the premises.

13. If, without Shell's fault, the operation on the premises of an automobile service station, or the use of the premises therefor, is prevented, limited or impaired by any act or omission of any governmental authority, or becomes illegal, and such condition continues for thirty (30) days; or if such operation or use is at any time impaired or affected by the closing, relocation, alteration or improvement of any street adjoining the premises; or if any federal or state highway is re-routed from any such street; or if all or any part of the premises is condemned for public or quasi-public use: Shell may terminate this lease by giving Lessor at least thirty (30) days' notice. Shell may terminate this lease at any time by giving Lessor at least ninety (90) days' notice.