

4. **CONSTRUCTION.** Lessor shall, at Lessor's expense: (a) obtain from the proper public authorities all licenses and permits necessary to authorize construction and operation on the premises of an automobile service station (including removal of existing structures, if required), as hereinafter provided; and (b) construct on the premises an automobile service station, including the buildings, improvements and equipment described in Exhibit A hereof, in accordance with plans and specifications approved by Shell, at a cost of not less than **Twenty-Seven Thousand & 00/100** Dollars (\$ 27,000.00), in a good and workmanlike manner satisfactory

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to Shell and to all public authorities whose approval is required. If Lessor fails (1) diligently to endeavor to obtain such licenses and permits or (2) so to obtain the same as promptly as possible after the date of this Lease or (3) diligently to prosecute such construction or (4) so to complete the same as promptly as possible after the licenses and permits have been obtained: Shell may obtain the licenses and permits (in its or Lessor's name) and/or undertake and/or complete the construction, and charge to Lessor the cost thereof. No rent shall accrue or be payable until the premises are in Shell's possession, with the construction completed and the licenses and permits in effect as provided herein.

5. **USE OF PREMISES.** Shell shall have the rights, at Shell's expense: to use the premises for any lawful purpose; to paint all or any part of the premises in colors of Shell's selection; to make any alterations that Shell may desire in the premises; and to construct and install on the premises, and alter, any additional buildings, improvements and equipment (including advertising signs and billboards) that Shell may desire. Lessor shall remove from the premises any of Lessor's equipment that Shell elects to replace with its own equipment.

6. **TAXES—LIENS.** Lessor shall pay all taxes, assessments and other charges on the premises, excepting taxes on Shell's property on the premises, and license, utilities and other such charges incurred by Shell's use of or operations on the premises. 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.

7. **REPAIRS - REPLACEMENTS.** Lessor shall maintain the premises in good structural condition and repair; shall make all structural repairs or replacements necessitated by any cause other than Shell's negligence; and shall make all repairs or replacements necessitated by any peril covered by a standard fire and extended coverage insurance policy, whether or not caused by Shell's negligence. ("Structural" as used herein, includes the framework, walls, roof and floor of all structures on the premises; the drive-ways, entrances, and sidewalks, and the underground portions of the sewer, water, heating and electric systems). Shell shall make all other necessary repairs and replacements, excepting reasonable wear and tear. If Lessor fails to commence making any repairs or replacements which Lessor is obligated hereunder to make, within five (5) days after Shell gives notice requesting Lessor to do so, or fails to complete the same promptly, Shell may make such repairs or replacements and charge to Lessor the cost thereof. If the premises are rendered wholly or partially unfit for occupancy by any damage or destruction thereof, or if, for any reason other than Shell's negligence, the possession or beneficial use of the premises is interfered with, the rent hereunder shall abate until the premises are fully restored to fitness for occupancy or such interference has ceased.

7. 7. 1/ W.S.S. 8652 W.M. 16 E.S