

a cost of not less than Twenty-One Thousand & 00/100 Dollars (\$ 21,000.00), in a good and workmanlike manner satisfactory 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 and/or undertake and/or complete the construction, and charge the cost thereof to Lessor.

5. 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. 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.

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7. Shell shall be obligated, and exclusively entitled, to insure the premises, to their full insurable value and with loss payable to Shell, against the perils covered by the standard fire and extended coverage policy, herein called "the insured perils", with an insurer of Shell's selection, whose certificate to the existence of such insurance Shell shall furnish Lessor upon request. In event of damage or destruction of the premises by any of the insured perils, whether or not caused by Shell's negligence: (a) Shell may repair or replace the same, and apply toward payment of the cost thereof the proceeds of such insurance received by it; or (b) if Shell estimates that such insurance proceeds will be insufficient fully to pay the cost of such repair or replacement, and if Lessor does not elect, on Shell's request, either to pay Shell immediately the estimated deficiency or to agree in writing to pay the actual deficiency on terms satisfactory to Shell, Shell may terminate this lease by giving Lessor at least thirty (30) days' notice, in which case Shell shall pay Lessor all of such insurance proceeds promptly after its receipt thereof. Subject to the foregoing, and excepting reasonable wear and tear and damage or destruction by causes beyond Shell's control other than the insured perils, Shell shall maintain the premises in as good condition and repair as they now are. 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 interferences has ceased.

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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.

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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 article 2, 9 or 10 or any article hereof. (Continued on Next Page)