

Tenth. At the termination of this lease, or of any tenancy thereafter, Shell shall surrender the leased premises to Lessor, subject (a) to Shell's privilege under Article Seventeenth hereof, (b) to ordinary wear and tear and destruction or damage by fire, explosion, the elements, other casualty, war, vandalism, insurrection and riot, and (c) to any change, alteration, addition or painting of or to the leased premises by Shell as hereinabove authorized.

Eleventh. Notices hereunder shall be given only by registered letter or telegram and shall be deemed given when the letter is deposited in the mail or the telegram is filed with the telegraph company, postage or charges prepaid and addressed, if to Shell at 909 East 22nd Street, Baltimore, 18, Maryland and if to Lessor, at such party's above mentioned address, or in either case at such other address as shall have been substituted therefor by notice. This lease may be terminated for rental default only if a rent installment shall be due and unpaid for twenty days after notice to Shell in which event Lessor may then terminate this lease on thirty days notice to Shell.

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

~~Thirteenth. At any time during the term of this lease, or any extension or renewal, Shell shall have the option to purchase the leased premises, with all appurtenances, improvements and equipment, and Lessor's fixtures and personal property thereon, for the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), exercisable by notice to Lessor.~~

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Fourteenth. If at any time during the term of this lease, or any extension or renewal thereof, Lessor receives from a ready, willing and able purchaser a bona fide offer to purchase the leased premises, which Lessor desires to accept, Lessor shall give Shell notice, setting forth the name and address of the prospective purchaser and the price and terms of the proposed sale, accompanied by Lessor's affidavit that such prospective sale is in good faith. Shell shall thereupon, in addition and without prejudice to Shell's rights under Article Thirteenth, have the prior option to purchase said premises and Lessor's fixtures and personal property thereon from Lessor at said price and terms. If Shell elects to exercise said option, it shall so notify Lessor within fifteen days after Shell's receipt of the aforesaid notice of Lessor's desire to sell. Shell's right to purchase under this Article shall be a continuing right during this lease, or any extension or renewal, whenever Lessor, or any successor in title, desires to sell said property. Shell's failure to exercise any option under this Article shall in no way affect this lease, Shell's rights under Article Thirteenth, or its right to the estate herein created.

Fifteenth. If Shell exercises any purchase option above mentioned, Lessor shall, at Lessor's expense, obtain and submit to Shell within twenty days after notice from Shell, evidence of Lessor's title to said premises for examination by Shell's attorneys. All defects in and liens and encumbrances upon title shall be cleared by Lessor promptly upon notice from Shell. If title is approved by Shell's attorneys, the sale shall be completed without unreasonable delay. If title is not so approved, the sale shall be consummated or rejected at Shell's option. Shell may waive any mortgages, liens or other encumbrances on said premises and reduce the purchase price by the amount thereof. If Shell elects to take title, Lessor shall convey said premises to Shell by recordable warranty deed with general covenants of warranty, and transfer to Shell all personal property, if any, covered by such option by a good and sufficient bill of sale. Taxes for the current year and rent shall be prorated as of the date such deed is delivered to Shell. Evidence of Lessor's title, wherever used in this instrument, means at Shell's option, either (1) a complete abstract of title to said premises; (2) a current certificate of title thereto; (3) an attorney's opinion as to such title; or (4) a report of a title company and, subsequently and also at Lessor's expense, a title policy fully insuring the interest Shell is to acquire in the premises; the abstractor, attorney or title company rendering the same to be selected by Shell.

Sixteenth. Lessor covenants that Lessor is well seized of, and has good right to lease, said premises and 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. If Lessor's title, or right to receive 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 may withhold rent thereafter accruing until Shell shall have been furnished with proof satisfactory to it as to the party entitled thereto. 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.

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

Eighteenth. This lease merges all prior negotiations and understandings with reference to letting said premises and there is no other agreement or arrangement, oral or written, with reference thereto.

Nineteenth. This lease shall be binding upon Shell only when signed on its behalf by its Division Manager or other person duly authorized by Shell's Board of Directors. This lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Twentieth. Lessor hereby waives and releases all dower, curtesy, right of homestead and other interests in said premises in so far as said rights and interests may affect this lease, including Shell's rights under Articles Thirteenth, Fourteenth and Fifteenth hereof.

IN WITNESS WHEREOF, the parties hereto have executed this lease as a sealed instrument the day and year first above written.

Signed, sealed and delivered by Lessor in the presence of:

Elliott Batson

(Seal)

W. Adams Jr

Executed for Shell in the presence of:

R.L. Prince

(Seal)

R.L. PRINCE

"Lessor"

J. S. Sinden

SHELL OIL COMPANY, Incorporated

D.W. Barrone

By

R. O. Kizer

DIVISION MANAGER