

If, when due and payable, Lessor shall not pay such taxes, assessments or charges or any mortgage or other lien indebtedness and interest thereon affecting said premises, Shell may pay the same, in whole or in part, and charge the amount of such payment to Lessor, and shall be subrogated to the rights of the lien holder. If any sums be charged to Lessor by Shell pursuant to this Article or any other Article of this instrument, or if any indebtedness be due from Lessor to Shell at any time, in addition to all other remedies, Shell may withhold all rent and apply the same against such sums or indebtedness until the same with interest thereon at six per cent per annum shall be liquidated. If such sums or indebtedness with interest thereon shall not be fully liquidated during this lease or any extension pursuant to Article Third, Shell may extend this lease, upon the same terms and conditions as herein provided, until said sums or indebtedness with interest thereon shall be fully liquidated.

SEVENTH. No rent shall accrue while there shall not be in force for any cause not the fault of Shell such licenses, permits and authority (federal, state and municipal) as shall be necessary to enable the conduct to full advantage upon the leased premises of the business of operating a gasoline filling and automobile service station. If, without fault of Shell, such licenses, permits or authority shall not have been granted by the proper public authorities within a period of sixty days after the date hereof, or if granted, are subsequently revoked, or if, for any other reason not the fault of Shell, it shall be illegal to conduct said business upon the leased premises, then Shell, at its option, may terminate this lease at any time by giving five days written notice to Lessor.

EIGHTH. No notice need be given of the intention of Lessor or Shell to enter or vacate the leased premises at the expiration of this lease, and, shall Shell hold over, it shall be on the basis of a tenancy from month to month at the rent herein reserved.

NINTH. Shell may at any time assign this lease or sub-let all or any part of the leased premises but shall not be relieved thereby of its obligations hereunder.

TENTH. At the termination of this lease, or of any tenancy thereafter, and subject to Shell's privilege under Article Seventeenth hereof, Shell shall surrender the leased premises to Lessor in as good condition as they are now in or shall hereafter be put in by Lessor, excepting ordinary wear and tear, and destruction or damage by fire, the elements, other casualty, war, insurrection and riot, and as they may have been changed, altered, added to or painted by Shell as hereinabove authorized.

ELEVENTH. Any notice hereunder shall be given only by registered letter or telegram addressed, if to Shell, at 909 E. 22nd. Street, Baltimore, 18, Maryland., and, if to Lessor, at such party's above mentioned address, or at such other addresses as shall have been substituted therefor by notice. The mailing of any such letter or the filing with the telegraph company of any such telegram shall be notice to the addressee of the contents. This lease may be terminated for nonpayment of rent only if any installment of rent shall be due and unpaid for twenty days after notice to Shell in which event Lessor shall then have the right to terminate this lease on thirty days written notice to Shell.

(five lines marked out) R.J.W.

FOURTEENTH. If at any time during the term of this lease, or any extension or renewal thereof, Lessor desires to sell the leased premises to a prospective purchaser, who is ready, willing and able to buy the same, Lessor shall give written notice thereof to Shell, setting forth the name and address of the prospective purchaser and the price and terms of the proposed sale, to be accompanied by Lessor's affidavit that such prospective sale is in good faith. Shell shall thereupon, in addition to any other rights hereunder, have the prior right and option to purchase said premises from Lessor at the price and upon the terms agreed to by said prospective purchaser, which prior right and option shall be in addition and without prejudice to Shell's rights under Article Thirteenth hereof. 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. The right of Shell to purchase under this Article shall be continuing right during the existence of this lease, or any extension or renewal thereof, whenever Lessor, or any successor in title, may desire to sell said property. Shell's failure to exercise any option granted by the provisions of this Article shall not in any way affect this lease, Shell's rights under Article Thirteenth hereof, or its right to the estate herein created.

FIFTEENTH. In the event Shell exercises any of the purchase options above mentioned, Lessor shall submit to Shell within twenty days after Lessor's receipt of notice from Shell, evidence of Lessor's title to said premises prepared at Lessor's expense, for examination by Shell's attorneys. 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 the option of Shell. If there are outstanding at such time any mortgages, liens or other encumbrances on said premises. Shell may waive any such defects in title and in that event the purchase price shall be reduced by the amount of any indebtedness secured by any mortgages, liens, or other encumbrances on said premises. If title is approved, or Shell elects to take the same,