a cost of not less than Twenty-Three Thousand and 00/100 Dollars ($ 23,000.00), 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. As to any such alterations made by Shell to Lessor's service station building Shell shall first obtain Lessor's permission which, Lessor agrees, shall not be unreasonably withheld.

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.

7. Lessor shall maintain the premises in good condition and repair, and shall repair or replace any of the leased buildings, improvements and equipment damaged or destroyed by any cause other than Shell's negligence, or by fire or explosion whether or not caused by Shell's negligence. If Lessor fails to commence making repairs or replacements within five (5) days after Shell gives notice requesting Lessor so to do, 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 such damage or destruction, 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.

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.

~~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.~~

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.

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 and, as to any personal property, by a good and sufficient bill of sale. 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 on the premises 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 company to be selected by Shell.

12. Shell may at any time assign this lease or sublease all or any part of the premises, but shall not be relieved thereby of its obligations hereunder.

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 such street is separated from any such street~~