

4. USE OF PREMISES. Shell shall have the rights, at Shell's expense; to enter the premises, at any time after the date of this Lease, for the purpose of making investigations and surveys; to use the premises for any lawful purpose; to construct and install on the premises, and paint in colors of Shell's selection, A Shell Identification Sign, and any additional buildings, improvements and equipment (including advertising signs and billboards) that Shell may desire; and to make any alterations that Shell may desire in the premises and the improvements and equipment at any time located thereon.

5. TAXES-LIENS. Shell shall pay all taxes on Shell's improvements, equipment and other property on the premises, and all license, utilities and other such charges incurred by Shell's use of or operations on the premises; and if any of such taxes or charges are assessed against and paid by Lessor, Shell shall reimburse Lessor therefor, upon Lessor's demand and presentation to Shell of receipted bills. All other taxes, assessments and charges on the premises and Lessor's property thereon shall be paid by Lessor. 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.

6. LEASE REFUSAL. ~~If at any time during the primary term, any extension period or any tenancy after either, Lessor receives from a ready, willing and able lessee an acceptable bona fide offer, or makes a bona fide offer to such a lessee, to lease the premises or any part thereof or any property which includes all or part of the premises, for a term beginning after the termination of this Lease, Lessor shall give Shell notice thereof, specifying the name and address of the lessee and the term, rent and other covenants and conditions of the proposed lease, accompanied by Lessor's affidavit that such lease is in good faith. Shell shall thereupon have the prior option to lease the premises or the part thereof or the entire property covered by the offer, for the term, at the rent and upon the other covenants and conditions specified in such notice, which option Shell may exercise by giving Lessor notice within thirty (30) days after Shell's receipt of Lessor's notice of the offer; and promptly upon Shell's submission to Lessor of a written lease providing such term, rent and other covenants and conditions, Lessor shall execute the same with Shell in recordable form. Shell's failure at any time to exercise its option under this article shall not affect this Lease or the continuance of Shell's rights and options under this article or any other article hereof.~~

7. ASSIGNMENT-SUBLEASING. Shell may at any time assign this Lease or sublease all or any part of the premises.

8. TERMINATION. Shell may terminate this Lease at any time by giving Lessor at least ninety (90) days' notice.

9. REMOVAL-SURRENDER-FORFEITURE. All improvements, equipment and other property constructed, installed or placed on the premises by Shell or acquired by Shell, at any time during the continuance of this or any previous Lease or any tenancy thereafter; shall be and remain Shell's property, and Shell shall have the right to remove any or all of the same from the premises at any time during, and within sixty (60) days after any termination of, this Lease or any tenancy thereafter. At any termination of this Lease or any tenancy thereafter, Shell shall surrender the premises to Lessor, subject to ordinary wear and tear and to Shell's rights under articles 4 and 10. Any holdover by Shell after any termination of this Lease shall create no more than a month-to-month tenancy at the rent and on all other applicable conditions herein provided. If forfeiture of this Lease is permitted by law for Shell's default, Lessor shall not be entitled to declare any such forfeiture unless Lessor has given Shell notice of such default and Shell has failed to remedy same within twenty (20) days after receipt of such notice.

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