liquidated.

Seventh. No rent shall accrue during any period in which, without fault of Shell, the conduct to full advantage upon said premises of, or the use thereof for, the business of operating a gasoline filling and automobile service station shall be or be attempted to be prevented, impaired, suspended or limited by any act or omission of governmental authority (federal, state or municipal) or by any law, ordinance, order, rule or regulation, zoning ordinance or building code, or by any lack at any time of the legal permission necessary therefor. If (a) any of the foregoing conditions mentioned in this Article should continue for sixty days, or (b) at any time during this lease or any extension or renewal, such use of the premises or conduct of such a service station should be illegal, or (c) such conduct or use should at any time be impaired or affected by the widening, altering or improving of any street adjoining said premises or should any federal or state highway be rerouted from any such street, then, in any such event and in addition to any other rights hereunder, Shell may at its option terminate this lease by giving Lessor at least five days notice.

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 any holdover shall be on the basis of a month-to-month tenancy at the rental 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, 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 22 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. In the event of such termination Shell shall pay to Lessor as consideration therefor a sum equal to the rental for the last calendar month prior to such termination, in addition to such rental as shall have become due and payable hereunder at the time of such termination.

Fourteenth. If at any time during the term of this lease, or any extensions or renewals thereof, Lessor receives from a ready, willing and able purchaser a bona fide offer to purchase the leased premises or any portion thereof, or any property which shall include all or part of the leased premises, which offer 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, (and if the purchase offer covers more or less property than the leased premises, then in such event the notice shall also explicitly specify the price for the leased premises and the price for the portion thereof or entire premises covered by said offer, said prices to be in reasonable proportion to each other). Shell shall thereupon, have the prior option to purchase the leased premises or alternatively at Shell's election the portion thereof or entire premises covered by said offer, and in either event the structures, improvements, equipment, fixtures and Lessor's personal property thereon, all at the respective price thus established therefor and on the terms set forth in Article Fifteenth hereof. If Shell elects to exercise said option, it shall so notify Lessor within twenty 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, and any extensions and renewals, whenever Lessor, or any successor in title, desires to sell as aforesaid. Shell's failure to exercise any option under this Article shall in no way affect this lease, or Shell's 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 the premises which Shell elects to purchase, for examination by Shell's attorneys (and in default thereof Shell may at its option obtain the same and charge to Lessor all expense incurred), and Lessor shall submit promptly all such title opinions, certificates and policies, licenses, permits and surveys relating to said premises as Lessor may possess, all to become Shell's, if Shell accepts the deed hereinafter referred to. All defects in, and restrictions, liens and encumbrances upon, title shall be cleared by Lessor promptly upon notice from Shell. If title is approved by Shell's attorneys, and there is in effect the legal permission necessary for the use and operation of said premises and property for gasoline filling and automobile service station purposes, the sale shall be completed without unreasonable delay, and 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 with warranties of clear title. Taxes for the current year and rent shall be prorated as of the date such deed is delivered to Shell and for purposes of said options all risk of loss shall be on Lessor until title passes to Shell. If title is not approved by Shell or all such legal permission is not in effect, the sale shall be consummated or rejected at Shell's option. Shell may, in addition to any other remedies, waive any mortgages, liens or other encumbrances on said premises and reduce the purchase price by the amount thereof. 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.