

11. **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.

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

13. **TERMINATION-ABATEMENT.** If, without Shell's fault, the operation on the premises of an automobile service station becomes illegal or is prevented or substantially impaired for more than ninety (90) days by any act or omission of any governmental authority, or by the closing, relocation, change of grade or alteration of, or rerouting of traffic on or away from, any street or highway adjoining the premises, or by the deprivation or limitation of any access thereto or therefrom;

or if all or any part of the premises is acquired or taken for public or quasi-public use as a result of negotiation or a condemnation proceeding: Shell may terminate this Lease by giving Lessor at least thirty (30) days' notice; provided that, in the event of any such acquisition or taking, such notice may be given at any time not later than ninety (90) days after physical possession of the premises is taken or the judgment in the condemnation proceeding becomes final, whichever occurs later; and if the taking is total, the rent shall immediately abate, or if only partial but sufficient, in Shell's judgment, to prevent or substantially impair operation of the service station as then located on the premises, the rent shall abate when physical possession of the premises is taken. Neither the existence nor Shell's exercise of any right under this Lease to terminate, nor any abatement of rent, shall waive, limit or affect in any way Shell's rights, then accrued or thereafter to accrue, in any proceeding, settlement or award for condemnation or for damages resulting from any other of the events specified in this article. ~~Shell may terminate this Lease at any time by giving Lessor at least thirty (30) days' notice.~~

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13 a. If Lessor is unable to deliver clear title to the premises and permits are not available at the end of the interim period of this lease; Shell may terminate this lease by giving Lessor thirty (30) days notice, and all rents paid by Shell to Lessor during this interim period are to be refunded to Shell.

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14. **REMOVAL-SURRENDER-FORFEITURE.** All buildings, 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 5 and 14. 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.

15. **WARRANTY OF TITLE.** Lessor covenants that Lessor is well seized of and has good right to lease the premises, will warrant and defend the title thereto, and will indemnify Shell against any damage and expense which Shell may suffer by reason of any lien, encumbrance, restriction or defect in the title or description herein of the premises. If at any time Lessor's title or right to receive rent hereunder is disputed, or there is a change of ownership of Lessor's estate by act of the parties or operation of law, Shell may withhold rent thereafter accruing until Shell is furnished proof satisfactory to it as to the party entitled thereto.

16. **NOTICES.** 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 filed with the telegraph company, postage or charges prepaid, and addressed to the party for whom intended at such party's address first herein specified, or at such other address as such party may have substituted therefor by proper notice to the other.