

746 Part 597

8. **CHARGES.** 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 or any part of the rent thereafter accruing and apply the same to the payment of such indebtedness. If all such indebtedness is not fully paid at the end of the primary term or any extension period, 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 rent thereto.

9. **PURCHASE OPTION.** At any time during the primary term, any extension period or any tenancy after either, 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

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10. **PURCHASE 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 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, specifying the name and address of the purchaser and the price and terms of the offer, 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 thirty (30) 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 shall not affect this Lease or the continuance of Shell's rights and options under this article or any other article hereof.

11. **PURCHASE PROCEDURE.** In Shell's notice exercising any purchase option herein, Shell shall designate an Escrow Agent; and within twenty (20) days after receipt of such notice, Lessor shall deposit with Escrow Agent Lessor's recordable **General Warranty** deed to Shell, in form satisfactory to Shell, of the property covered by the exercised option. Promptly thereafter, Lessor shall deliver to Shell evidence of Lessor's title to such property, and shall clear the title of all liens, encumbrances, restrictions, and other defects. Upon receipt from Shell of the purchase price and notice that title is acceptable, Escrow Agent shall deliver to Shell the deed and to Lessor the purchase price, less the amount of any liens subject to which Shell accepted title, and all documentary, transfer and like taxes not otherwise paid by Lessor. Taxes and rent shall be prorated as of the date of delivery of the deed: Upon receipt from Shell of notice that title is not acceptable, Escrow Agent shall return the deed to Lessor; and this Lease shall continue in effect. Evidence of Lessor's title shall be, at Shell's election and Lessor's expense: such evidence as Lessor may possess, a complete abstract or current certificate of title, an attorney's opinion, or a title insurance company's report and subsequent owner's title insurance policy in Shell's favor (the abstractor, attorney or title company to be of Shell's selection).

12. **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.

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

14. **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

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