

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 ninety (90) days' notice.

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 to 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.

17. **ENTIRETY—EXECUTION—SUCCESSION.** This Lease merges and supersedes all prior negotiations, representations and agreements, and constitutes the entire contract, between Lessor and Shell concerning the leasing of the premises and the consideration therefor. Neither this Lease nor any amendment or supplement hereto shall be binding on Shell unless and until it is signed in Shell's behalf by a representative duly authorized by its Board of Directors. This Lease and all options herein shall bind and inure to the benefit of the heirs, administrators, executors, successors and assigns of Lessor, and the successors and assigns of Shell.

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18. Lessor covenants that, throughout the term of this lease and any extension thereof, no gasoline, lubricants and other petroleum products for motor vehicles shall be advertised, stored, sold or distributed on the following-described property now owned or directly or indirectly controlled by Lessor and adjoining the premises on the North and West: The remaining property purchased by Lessor from C. Heyward Morgan, et al, by deed dated August 1, 1960 and recorded in Deed Book 656, Page 265. *AM*