

14A. Shell may terminate this lease at any time by giving Lessor at least thirty (30) days' notice and by paying Lessor, as consideration therefor, a sum equal to the actual total cost to Lessor, not exceeding Thirty Thousand & 00/100 Dollars (\$30,000.00), of constructing the automobile service station on the premises pursuant to Article 4, as such cost shall have been verified to Shell's satisfaction, less a deduction therefrom computed at the rate of Six and two-thirds percent (6-2/3%) of such cost per annum from the date of the beginning of the term hereof to the effective date of termination, which consideration Shell may, at its option, pay to Lessor or apply to the payment of any then existing indebtedness of Lessor to Shell, whether under this lease or otherwise and whether or not then due.

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15. **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 thirty (30) 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, to any damage or destruction which Lessor is obligated to repair or replace under article 7, and to Shell's rights under articles 5 and 15. 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.

M.M. Stone

16. **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.

17. **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.

18. **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.

EXECUTED as of the date first herein written.

Witnesses to execution by ~~Lessor~~ Eugene E. Stone, III, Eugene E. Stone, Jr., Ward S. Stone and Thomas W. Miller

Alma H. Lusk
Carlyle A. Abbott

Eugene E. Stone
EUGENE E. STONE, III (Seal)

Eugene E. Stone
EUGENE E. STONE, JR. (Seal)
Ward S. Stone
WARD S. STONE

Thomas W. Miller
THOMAS W. MILLER (Seal)

Witnesses to execution by Shell:

W. D. ...

Eugene E. Stone
EUGENE E. STONE (Seal)
as Trustees and Executors of the Estate of T.C. Stone, deceased
SHELL OIL COMPANY

Witnesses to execution by Eugene E. Stone:

H.P. Reddick

By *C. L. ...*
DIVISION MANAGER.