

of said leased premises after the termination of this lease (without liability as a hold-over), the value of the use of said premises and personal property during such occupancy to be computed at the same rate as the rent reserved in this lease, for such additional time as may be required to liquidate the amount so charged by withholding from the sums due Lessor for such use and occupancy.

Seventh. No rent shall accrue or be payable under this lease if and while there shall not be in force for any cause not the fault of Shell such licenses or permits as are necessary to enable the conduct to full advantage upon the leased premises of the business of operating a gasoline filling and automobile service station. If at any time such licenses or permits shall be revoked or if for any other reason it shall be illegal to conduct said business upon the leased premises, and provided that such revocation or illegality shall not be caused by the fault of Shell, then Shell, at its option, may terminate this lease by giving five days' prior written notice to Lessor.

Eighth. Lessor shall maintain the leased premises in good condition and repair. If the leased premises are rendered unfit for occupancy, in whole or in part, by reason of damage or destruction by fire or by the elements or by any other cause, or if, for any other cause not the fault of Shell, the possession or beneficial use of the leased premises by Shell shall be interfered with, the rent hereinabove reserved or a just and proportionate part thereof, according to the nature and extent of the injury or interference sustained, shall cease to accrue and shall abate until the leased premises shall have been restored to their former condition by Lessor, or such interference shall have ceased.

Ninth. Neither party hereto shall be required to give any notice whatsoever to the other of its intention to vacate or re-enter the leased premises at the expiration of this lease and should Shell hold over, or be permitted by Lessor to hold over, such holding over shall be solely upon the basis of a tenancy from month to month at the rental hereinabove reserved.

Tenth. Shell, at any time after the date hereof and within ninety days after the termination of this lease or after the termination of any extended term, may enter upon and remove from the leased premises any buildings, underground tanks or other property owned, built or placed thereon by it.

Eleventh. 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.

Twelfth. At the termination of this lease and subject to the privilege of entry during ninety days thereafter for the purpose of removal of its property hereinabove granted, Shell shall surrender the leased premises to Lessor in as good condition as they are now in or shall hereafter be put in by Lessor, excepting ordinary wear and tear, and destruction or damage by fire, the elements, other casualty, civil commotion and mob violence, and as they may have been changed, altered, added to or painted by Shell as hereinabove authorized.

Thirteenth. Any notice hereunder from either party to the other shall be deemed sufficient if mailed by registered mail, postage prepaid, addressed to the party to whom such notice is directed at such party's above mentioned address or at such other address as shall have been substituted therefor by written notice, or if otherwise delivered to such party at such address.

Fourteenth. This lease merges all prior negotiations and oral and written understandings between the parties hereto with reference to the letting of the above described premises to Shell and there is no other agreement or arrangement, oral or written, with reference to said letting. This lease shall not be binding upon Shell until a copy thereof has been delivered to Lessor signed on Shell's behalf by one of its Vice Presidents, the Operations Manager or the Sales Manager of its Atlantic Coast Territory.

Fifteenth. Lessor acknowledges title in Shell to all fixtures, equipment and personal property presently owned by Shell and located on the leased premises, and agrees that its title to all such property shall remain unaffected by any termination of said lease dated June 1, 1937.

Sixteenth. This lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

In witness whereof, the parties hereto have hereunto affixed their seals and executed this lease in triplicate the day and year first above written.

Signed, sealed and delivered

in the Presence of:

Nettie S. Stone

W. T. Davis.

H. G. Braillard

D. R. Smith.

T. C. Stone (L. S.)

T. C. Stone.

DWB.

SHELL OIL COMPANY, INCORPORATED.

BY: T. R. Kurtz

Operations Manager Atlantic Coast Territory.

