

D282-SS (REV. 9-46)

LEASE

THIS LEASE made this 31st day of January, 1951, by and between Thomas F. Allsep of 1303 Woodside Ave. Greenville, So. Carolina

hereinafter called "Lessor" (whether one or more), and SHELL OIL COMPANY, ~~INCORPORATED~~ Delaware a ~~limited~~ corporation with offices at 50 West 50th Street in the City, County and State of New York, lessee, hereinafter called "Shell,"

WITNESSETH THAT:

First. Lessor hereby leases to Shell for a term of Five (5) years, beginning upon the Firstday of March, 19 53, and ending on the 28th day of February, 19 58,

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the parcel of land situated on Woodside Avenue, in Greenville County of Greenville, State of South Carolina, more particularly described as follows:

BEING part of that piece, parcel or lot of land in the State and County aforesaid near the City of Greenville, and known as lots #79 and #80 of a plat known as Morgan Hill, recorded in the Office of the Register of Mesne Conveyance for Greenville Plat Book "A" at page 70 and having the following metes and bounds, to wit: Beginning at an iron pin on Brandon Road at the northeast corner of lot #80, same being corner of lot #81; thence S. 13 deg. 45 min. west 100 feet along the line of Brandon Road to a point; thence N. 76 deg. 15 min. W. 75 feet to a point; thence N. 13 deg. 45 min. E. slightly less than 100 feet to a point on the common lot line between lots #80 and #81, thence S. 83 deg. 30 min. E. 75 feet, more or less to the point and place of BEGINNING.

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Together with all appurtenances thereto, all improvements and all gasoline filling and automobile service station equipment and apparatus on said premises at any time during the original or any extended term hereof, including specifically the equipment and apparatus listed below, but excluding any equipment or other property belonging to Shell. In case of any variance between the above description and the premises actually used under this lease, said premises so actually used shall be deemed to be included herein.

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Second. Shell shall pay, as rent for the leased premises, a sum equal to one cent(s) (1 ¢) for each gallon of gasoline sold upon the leased premises by Shell or its sublessee or licensee during each calendar month during the term of this lease, payable, in cash to, or by check to the order of, Thomas F. Allsep

on or before the fifteenth day of the succeeding calendar month; provided, however, that the rent for any calendar month shall not, in any event, be less than Ten Dollars (\$ 10.00) or more than one hundred twenty five Dollars (\$125.00).

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~~Third. Shell shall have the right to use the premises for any purpose whatsoever and shall have the right to use the premises for any purpose whatsoever and shall have the right to use the premises for any purpose whatsoever.~~

Fourth. Lessor shall maintain in good condition and repair all property herein leased, real and personal, and Lessor shall rebuild promptly any structures damaged or destroyed in any manner. In default thereof Shell may (a) terminate this lease on thirty days notice in which event all rentals shall abate from the date of such damage or destruction, or (b) repair or rebuild and charge to Lessor all sums expended therefor. If the leased premises shall be rendered unfit for occupancy in whole or in part by reason of any such damage or destruction, or if, for any cause not the fault of Shell including but not restricted to repairing or rebuilding hereunder, the possession or beneficial use of such premises shall be interfered with, all rent or a just and proportionate part thereof, according to the nature and extent of the injury or interference sustained, shall abate until such premises shall have been fully restored or such interference shall have ceased.

Fifth. Shell may use said premises for any lawful purpose whatsoever and may erect and install upon the leased premises such additional buildings, improvements, equipment and apparatus and make such alterations and changes therein and in or upon the leased premises, including the grade and any driveways and curbs, as it deems desirable. It may paint in colors of its own selection any and all buildings, improvements, equipment and apparatus now or hereafter upon the leased premises.

Sixth. Lessor shall pay all taxes, assessments and other governmental or municipal charges on the leased premises and the improvements thereon, except occupational or equipment license fees and water or electricity charges incurred by Shell's occupancy hereunder. If, when due and payable, Lessor shall not pay such taxes, assessments or charges or any mortgage or other lien indebtedness and interest thereon affecting said premises, Shell may pay the same, in whole or in part, and charge the amount of such payment to Lessor, and shall be subrogated to the rights of the lien holder. If any sums be charged to Lessor by Shell pursuant to this Article or any other Article of this instrument, or if any indebtedness be due from Lessor to Shell at any time, whether under this lease or otherwise, in addition to all other remedies, Shell may withhold all rent and apply the same against such sums or indebtedness until the same with interest thereon at six per cent per annum shall be liquidated. If such sums or indebtedness with interest thereon shall not be fully liquidated during this lease or any extension pursuant to Article Third, Shell may extend this lease, upon the same terms and conditions as herein provided, until said sums or indebtedness with interest thereon shall be fully liquidated.