

SHELL

L E A S E

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THIS LEASE made this 17th day of October, 1939, by and between C. M. Ledbetter of Woodside Avenue (Street Address), Greenville (City or Town), South Carolina, (State) hereinafter called "Lessor", and Shell Oil Company, Incorporated, a Virginia corporation having a usual place of business at 50 West 50th Street in the City, County and State of New York, lessee, hereinafter called "Shell,"

WITNESSETH THAT:\*\*\*

FIRST. Lessor hereby demises and lets to Shell for a term of Two (2) years, beginning upon the 29th day of February, 1940, and ending on the 28th day of February, 1942, the parcel of land on Woodside Avenue, in Greenville, County of Greenville, State of South Carolina, more particularly bounded and described as follows:--

Filling station located on east side of Woodside Avenue adjoining property of Victor-Monaghan Co., the same being sixty feet on Woodside Avenue and one hundred feet deep.

Together with the appurtenances thereto, all the improvements and all gasoline filling and automobile service station equipment and apparatus located 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.

One Curtiss Hydraulic Lift.

Second. Shell shall pay as rent for the leased premises a gallonage rental of one cent(s) (1c) for each gallon of gasoline sold by Shell upon the leased premises, said gallonage rental to be paid in monthly installments on or before the fifteenth day of each calendar month, and each installment to be computed upon the number of gallons of gasoline so sold during the next preceding calendar month as shown by Shell's books, provided, however, that the said rent to be paid by Shell shall be not less than Ten Dollars (\$10.00) for each full calendar month regardless of the number of gallons of gasoline actually sold as aforesaid.

THIRD. Shell shall have the right and option to extend this lease successively for three (3) additional periods of one year each, upon the same terms and conditions as herein provided. Shell may exercise each of said options to extend by giving written notice to Lessor of such exercise at least thirty days prior to the expiration of the then current term.

FOURTH. Shell, at its option, by giving at least thirty days prior written notice to Lessor, may terminate this lease at any time during the original or any extended term hereof, and in the event of such termination Shell shall pay to Lessor as consideration therefor a sum equal to the average monthly rental which shall have accrued hereunder prior to the date of such termination.

FIFTH. Shell from time to time may erect and install upon the leased premises such additional buildings, equipment and apparatus and make such alterations and changes therein and in the leased premises as it deems desirable in the conduct of its business. It may paint in colors of its own selection any and all buildings, equipment and apparatus now or hereafter upon the leased premises.

SIXTH. Lessor shall pay all taxes, assessments and other governmental or municipal charges levied or assessed upon the leased premises. If, as the same become due and payable, Lessor shall fail to pay such taxes, assessments or charges or any mortgage or other lien indebtedness and interest thereon which may be an encumbrance on the leased premises prior to this lease, Shell may pay the same, or such portion thereof as it elects to pay, charge the amount of such payment to Lessor and withhold all rentals due hereunder until Shell shall have fully reimbursed itself for all sums so paid, together with interest thereon at the rate of five per cent. (5%) per annum. Shell may withhold any rentals payable hereunder and apply the same to any indebtedness due and owing by Lessor to Shell.

SEVENTH. No rent shall accrue or be payable under this lease if and while there shall not be in force such licenses or permits as shall be necessary to enable Shell or its sub-lessee or licensee lawfully to conduct to full advantage upon the leased premises the business the business of operating a gasoline filling and automobile service station. If such licenses or permits shall not have been granted by the proper public authorities within a period of sixty days after the date hereof, or, if granted, are subsequently revoked, or if for any other reason it shall be illegal for Shell or its sub-lessee or licensee to conduct said business upon the leased premises, then Shell, at its option, may terminate this lease at any time by giving five days prior written notice of Lessor.

EIGHTH. Lessor shall maintain the leased premises in good condition and repair. If the leased premises shall be 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 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 be suspended or abated

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