

TITLE TO REAL ESTATE

Form D282-1S (Rev. 2-28-41)

L E A S E

This Lease made this 28th day of April, 1941, by and between Thomas F. Alfsep of Greenville, South Carolina, hereinafter called "Lessor," and Shell Oil Company, Incorporated, a Virginia 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 demises and lets to Shell for a term of nine months beginning upon the 2nd day of June, 1941, and ending on the 28th day of February, 1942, the parcel of land situated on Woodside Avenue in Greenville, County of Greenville, State of South Carolina, more particularly bounded and 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 in 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.

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. 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.

Second. Shell shall pay as rent for the leased premises, in cash to or by check to the order of T. F. Alfsep, a gallonage rental of One cent (1¢) for each gallon of gasoline sold 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 and no/100 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, except that, during such additional period or periods, 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. Lessor shall maintain in good condition and repair during the original or any extended term hereof the leased premises and the improvements, including, but not restricted to, the buildings, plumbing, sewer and water systems, heating apparatus, electric light and power systems, fences, driveways and yard paving (except equipment used in servicing motor vehicles), and Lessor shall rebuild promptly any structures on the leased premises damaged or destroyed in any manner. In the event of Lessor's failure to maintain or rebuild as herein required, Shell, at its option, may either terminate this lease on thirty days written notice to Lessor or may itself make such repairs or rebuild such structures and charge to Lessor all sums expended therefor and withhold rentals accruing hereunder and apply the same in liquidation of such sums in the manner hereinafter provided. If Shell shall so terminate this lease, all rentals shall abate from the date of such damage or destruction. If the leased premises or improvements and structures thereon 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, improvements and structures 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 abate until such premises, improvements and structures shall have been restored by Lessor to their former condition or such interference shall have ceased.

Fifth. At any time after the beginning of the term hereof, Shell 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 as it deems desirable in the conduct of its business. 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