

LEASE

VOI 393 10/10/30

THIS LEASE made this 28th day of OCTOBER, 1946, by and between R.L. PRINCE

of BUNCOMBE ROAD, SANS SOUCI, GREENVILLE, SOUTH CAROLINA

hereinafter called "Lessor" (whether one or more), and SHELL OIL COMPANY, Incorporated, a Virginia corporation with office 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, ^{6 months and 10 days} beginning upon the

FIRST day of SEPTEMBER, 1946, and ending on the TENTH day of MARCH, 1952,

the parcel of land situated on BUNCOMBE AND PERRY ROADS, in GREENVILLE,

County of GREENVILLE, State of SOUTH CAROLINA, more particularly described as follows:

BEING premises now occupied as a gasoline filling and automobile service station situated on the northeast corner of Buncombe Road and Perry Road, and having a frontage of 125 feet more or less on Buncombe and a frontage of 75 feet on Perry Road, with corresponding rear dimensions.

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.

Second. Shell shall pay as rent for the leased premises, in cash to or by check to the order of R.L. PRINCE, a gallonage rental of ONE AND ONE HALF cent(s) (1 1/2 c) 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 2/100 Dollars (\$ 10.00) nor more than TWO HUNDRED FIFTY AND 10/100 Dollars (\$ 250.00) for each full calendar month regardless of the number of gallons of gasoline actually sold as aforesaid.

W.A.A.
R.L.P.

in advance on or before the first day of each month, except that, if rent shall begin to accrue upon a day other than the first day of a month, rent for the remainder of such month may be paid in arrears on the first day of the following month.

Third. Shell shall have options to extend the term of this lease successively for TWO (2) 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.

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R.L.P.

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.

Seventh. No rent shall accrue during any period in which, without fault of Shell, the conduct to full advantage upon said premises of, or the use thereof for, the business of operating a gasoline filling and automobile service station shall be or be attempted to be prevented, impaired, suspended or limited by any act or omission of governmental authority (federal, state or municipal) or by any law, ordinance, order, rule or regulation, zoning ordinance or building code, or by any lack at any time of the legal permission necessary therefor. If (a) any of the foregoing conditions mentioned in this Article should continue for sixty days, or (b) at any time during this lease or any extension or renewal, such use of the premises or conduct of such a service station should be illegal, or (c) such conduct or use should at any time be impaired or affected by the widening, altering or improving of any street adjoining said premises or should any federal or state highway be rerouted from any such street, then, in any such event and in addition to any other rights hereunder, Shell may at its option terminate this lease by giving Lessor at least five days notice.

Eighth. No notice need be given of the intention of Lessor or Shell to enter or vacate the leased premises at the expiration of this lease, and any holdover shall be on the basis of a month-to-month tenancy at the rental herein reserved.

Ninth. 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.