

Fifth. Shell may use said premises for any lawful purpose whatsoever and may erect and install upon the leased premises additional buildings, improvements, equipment and apparatus and make such alterations and changes therein and in or upon the leased premises, including the structures, 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 or any other Article of this instrument, or if any indebtedness be due from Lessor to Shell at any time whether under this instrument 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. (a) If Shell is given the right to elect to terminate this lease under any Article whatsoever without a specific provision for notice, or (b) if any of the foregoing conditions mentioned in this Article should continue for sixty days, or (c) if 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, then, in any such event, Shell may at its option terminate this lease by giving Lessor at least five days notice.

Eighth. 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) elect to terminate this lease and 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. Provided however, the Lessee shall be obligated to paint the exterior and interior of said building, at its expense, at such times as the said Lessee deems necessary.

F.W.S.  
L.W.  
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Ninth. This lease shall supersede and cancel, as of the beginning date of the term hereof, that certain lease of the same premises, made the 14th day of July, 1939, by and between Mrs. Lake Waldrop, as Lessor, and Shell, as Lessee, which lease is recorded in the office of the Register of Mesne Conveyances for Greenville County, South Carolina, in Deed Book 213, Page 176. In the event the term of this lease shall not begin until after the date of the expiration of said lease of July 14th, 1939, then said lease dated July 14th, 1939, shall be deemed to be extended, upon the same terms and conditions as therein set forth, for a term ending upon the beginning date of the term of this lease, or ending upon the date of the cancellation of this lease in accordance with the provisions of Article Fourth hereof, should this lease be so terminated prior to the date of the beginning of its term.

F.W.S.  
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