

# LEASE

THIS LEASE made this Third day of November, 19 50, by and between Broadus J. Lister

of U.S. Highway # 29, Greer, So. Carolina

hereinafter called "Lessor" (whether one or more), and SHELL OIL COMPANY, <sup>DELAWARE</sup> 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 leases to Shell for a term of Five ( 5 ) years, beginning upon the 15th. day of November, 19 50, and ending on the 14th. day of November, 19 55, the parcel of land situated on U.S. Highway #29, in Greer

County of Greenville, State of So. Carolina, more particularly described as follows:

*F.S.*  
*B.J.*  
Beginning at a stake at the Southeast interesection of U.S. Highway #29 and Park Avenue and, proceeding one hundred (100) feet more or less Northeastly along U.S. Highway #29 to a point; thence Easterly one hundred and ten (110') feet more or less to a point; thence Southerly fifty seven (57') feet to a point; thence Westerly two hundred (200') feet more or less to Park Ave. thence along Park Ave. ten (10') feet to point of beginning.

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.

*F.S.*  
*B.J.*  
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, Broadus J. Lister, Rt. #3, Greer, S.C.

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 twenty-five Dollars ( \$ 25.00 ) or more than one hundred-fifty Dollars ( \$ 150.00 ).

Second. Shell shall pay rent for the leased premises during the term hereof at the rate of \_\_\_\_\_ Dollars ( \$ \_\_\_\_\_ ) per month in cash to or by check to the order of \_\_\_\_\_

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.

*F.S.*  
*B.J.*  
~~THIRD. Shell shall have options to extend the term of this lease successively for \_\_\_\_\_ by 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 \_\_\_\_\_~~

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.

*F.S.*  
*B.J.*  
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.