

or if all or any part of the premises is condemned for public or quasi-public use: Shell may terminate this lease by giving Lessor at least thirty (30) days' notice. ~~Shell may terminate this lease at any time by~~

13A. Shell may, at its option, terminate this lease at any time during the term of this lease or any extension thereof, by giving Lessor at least thirty (30) days' notice and paying, as consideration therefor, the sum of one dollar (\$1.00) plus a sum equal to 100 percent of the then unpaid balance, if any, as of the effective date of such termination, of the principal sum (plus accrued interest thereon) of a promissory note given by Lessor to Shell on or about the beginning of the term of this lease, and secured by a mortgage of the leased premises and an assignment of rent hereunder, which consideration Shell may, at its option, pay to Lessor or apply to the payment of such note (if then held by Shell) or to the holder (if other than Shell) for application to the payment thereof.

14. All buildings, improvements, equipment and other property constructed, installed or placed on the premises by Shell or acquired by Shell, at any time during the term of this or any previous lease or any extension thereof or any tenancy thereafter, shall be and remain Shell's property, and Shell shall have the right to remove any or all of the same from the premises, at any time during, and within thirty (30) days after any termination of, this lease or any tenancy thereafter. At the termination of this lease or any tenancy thereafter, Shell shall surrender the premises to Lessor, subject to ordinary wear and tear, to any damage or destruction which Lessor is obligated to repair or replace under article 7, and to Shell's rights under articles 5 and 14. Any holdover by Shell after any termination of this lease shall create no more than a month-to-month tenancy at the rent and on all other applicable conditions herein provided. If forfeiture of this lease be permitted by law for Shell's default, Lessor shall not be entitled to declare any such forfeiture unless Lessor shall have given Shell notice of such default and Shell shall have failed to remedy same within twenty (20) days after receipt of such notice.

15. Lessor covenants that Lessor is well seized of and has good right to lease the premises, will warrant and defend the title thereto, and will indemnify Shell against any damage and expense which Shell may suffer by reason of any lien, encumbrance, restriction or defect in the title to or description herein of the premises. If, at any time, Lessor's title or right to receive rent hereunder is disputed, or there is a change of ownership of Lessor's estate by act of the parties or operation of law, Shell may withhold rent thereafter accruing until Shell is furnished proof satisfactory to it as to the party entitled thereto.

16. Notices hereunder shall be given only by registered letter or telegram and shall be deemed given when the letter is deposited in the mail or the telegram filed with the telegraph company, postage or charges prepaid, and addressed to the party for whom intended at such party's address first herein specified, or to such other address as may be substituted therefor by proper notice hereunder.

17. This lease merges and supersedes all prior negotiations, representations and agreements, and constitutes the entire contract, between Lessor and Shell concerning the leasing of the premises and the consideration therefor. Neither this lease nor any amendment or supplement thereto shall be binding on Shell unless and until it is signed in Shell's behalf by a representative duly authorized by its Board of Directors, and a copy thereof so signed is delivered to Lessor. This lease shall be binding on and inure to the benefit of the heirs, administrators, executors, successors and assigns of Lessor, and the successors and assigns of Shell.

IN WITNESS WHEREOF, this lease is executed as of the date first herein written.

Witnesses to execution by Lessor:

Mabel H. Zuttelbaum

J. J. Greene

Edwin H. Cooper (Seal)  
EDWIN H. COOPER, individually and as  
Trustee

Margaret Watson Cooper (Seal)  
"Lessor"  
MARGARET WATSON COOPER, individually  
and as Trustee

Witnesses to execution by Shell:

[Signature]

[Signature]

for Edwin H. Cooper, Jr., Robert Watson Cooper,  
Sarah Anne Cooper, William Coker Cooper and  
SHELL OIL COMPANY Marguerite Armstrong  
Cooper

By [Signature]  
DIVISION MANAGER

EXHIBIT A

(Buildings, improvements and equipment included in the automobile service station to be constructed by Lessor on the premises.)

1952-D service station building, finished in porcelain enamel,  
including electrical, plumbing, heating and shelving facilities,  
together with concrete mats, asphalt yard area, underground tanks  
and installation of equipment