27839 PROVENCE-JARRARD CO.-GREENVILLE

TITLE TO REALESTATE

THIS LEASE made this 26th day of September, 1939, by and between T. C. Stone, of Greenville, South Carolina, hereinafter called "Lessor", and SHELL OIL COMPANY, INCORPORATED, a Virginia corporation having a usual place of business 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 ten years, beginning upon the date of the completion of construction by Lessor of certain improvements as hereinafter provided, the parcel of land situated at the intersection of Broad and Falls Streets in the City of Greenville, County of Greenville, State of South Carolina, more particularly bounded and described as follows:

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, in the Fourth Ward of the City of Greenville:

Beginning at the northwest corner of Broad and Falls Streets and running thence along said Falls Street in a northerly direction 60 feet or more (supposed to be 62 feet) to a stake, thence, in a westerly direction on line parallel with Broad Street 100 feet to a stake; thence, in a southerly direction on line parallel with said Falls Street 60 feet or more (supposed to be 62 feet) to a stake on Broad Street; thence, with Broad Street in an easterly direction 100 feet to the point of beginning, and being the same lot of land conveyed to the grantor of the Lessor herein by the Norwood National Bank by deed dated April, 1926, and recorded in the R. M. C. Office for Greenville County in Volume _____, page _____.

Together with the appurtenances thereto, all the improvements located on said premises at any time during the original or any extended term hereof, but excluding any equipment or other property belonging to Shell.

This lease shall supersede and cancel as of the date of the beginning of the term here of that certain lease from Lessor to Webb Oil Co., Inc., dated June 1, 1937, under which Shell is presently a tenant, and on and after said date said lease dated June 1, 1937, shall be of no further force and effect, but nothing herein contained shall be deemed to affect the immediate operation of the provisions of Articles Third, Fifth and Fifteenth hereof which shall be fully effective on the final execution and delivery of this lease.

Second. Shell shall pay rent for the leased premises at the rate of One Hundred Sixty Dollars (\$160.00) per month, in advance on or before the first day of each month during the term hereof.

Third. Lessor covenants and agrees to obtain as promptly as possible from the proper public authorities all such licenses and permits as may be necessary and appropriate to authorize the construction upon the leased premises and the operation thereon to the best advantage of a gasoline filling and automobile service station and further covenants and agrees to demolish existing structures, if any, and to complete, within ninety days after such licenses and permits shall have been obtained, the construction upon the leased premises of a gasoline filling and automobile service station and other improvements, in accordance with plans and specifications agreed upon and initialled for identification on behalf of Lessor and Shell, said construction to be completed in a good and workmanlike manner reasonably satisfactory to Shell. If such licenses and permits shall not have been obtained or the construction of the gasoline filling and automobile service station and other improvements shall not have been completed within a period of one hundred fifty days from the date hereof, then Shell may terminate this lease at any time thereafter by giving to Lessor written notice of termination.

Fourth. Shell, at its option, by giving at least thirty days' prior written notice to Lessor, may terminate this lease at any time after the fifth year of the term hereof and in the event of such termination Shell shall pay to Lessor as consideration therefor a sum equal to the result of multiplying Four Hundred Dollars (\$400.00) by the number of years and fractional part thereof remaining from the effective date of such termination to the date fixed under Article First hereof as the date of expiration of the term of this lease.

Fifth: At any time after the date hereof, Shell may erect and install upon the leased premises such additional buildings, equipment and apparatus and make such alterations and changes therein and otherwise in 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, equipment and apparatus now or hereafter upon and leased premises.

Sixth. Lessor shall pay all taxes, assessments and other governmental or municipal charges levied or assessed upon the leased premises. If, as the same become due and payable, Lessor shall fail to pay such taxes, assessments or charges or any mortgage or other lien indebtedness and interest thereon which may be an encumbrance on the leased premises prior to this lease, Shell may pay the same, or such portion thereof as it elects to pay and charge the amount of such payment to Lessor. In the event of any payment under this Article by Shell, in addition to its remedies at law, Shell may withhold all rentals payable to Lessor and apply the same in liquidation of the amount so charged to Lessor until the same shall have been wholly liquidated, tegether with interest thereon at the rate of five per cent. (5%) per annum, and also Shell may retain possession