

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 giving Lessor at least ninety (90) days' notice and by paying Lessor, as consideration therefor, the sum of **Thirty-Five Thousand and 00/100** Dollars (\$ 35,000.00).

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 ~~therefrom~~ 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:

Betty I. Carver
Sara A. Davidson

Nancy M. Sitton (Seal)
Nancy M. Sitton
"Lessor" (Seal)

Witnesses to execution by Shell:

M. M. Harrell
W. J. Adams
Fulton County, Georgia
My Commission Expires June 5, 1965

SHELL OIL COMPANY
By W. O. Riser
DIVISION MANAGER

EXHIBIT A

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

Service Station Building (Type 1952 A), finished in Porcelain Enamel, including all electrical, plumbing and shelving facilities, together with hard surfaced driveway area, including border fences.



(Append Lessor's acknowledgment and, if this is a sublease, Owner's Consent and Agreement.)

S.M.R.