

TITLE TO REAL ESTATE

EIGHTH. Neither party hereto shall be required to give any notice whatsoever to the other of its intention to vacate or re-enter the leased premises at the expiration of this lease and should Shell hold over, or be permitted by Lessor to hold over, such holding over shall be solely upon the basis of a tenancy from month to month at the rental hereinabove reserved.

NINTH. Shell, at any time during this lease and within ninety days after its termination or after the termination of any extended term, may enter upon and remove from the leased premises any underground tanks or other property except buildings owned, built or placed thereon by it, or by Shell Union Oil Corporation or by Webb Oil Company, Inc.

TENTH. Shell may at any time assign this lease or sub-let all or any part of the leased premises.

ELEVENTH. At the termination of this lease, and subject to the privilege of entry during ninety days thereafter for the purpose of removal of its property hereinabove granted, Shell shall surrender the leased premises to Lessor in as good condition as they are now in or shall hereafter be put in by lessor, excepting ordinary wear and tear, and destruction or damage by fire, the elements, other casualty, civil commotion and mob violence, and as they may have been changed, altered, added to or painted by Shell as hereinabove authorized.

TWELFTH. Any notice hereunder from either party to the other shall be deemed sufficient if mailed by registered mail, postage prepaid, addressed to the party to whom such notice is directed at such party's above mentioned address or at such other address as shall have been substituted therefor by written notice, or if otherwise delivered to such party at such address. This lease cancels and supersedes as of the beginning date hereof, that certain lease of the same premises dated January 1, 1934, by and between Piedmont Manufacturing Company and Webb Oil Company, Inc., which lease has been assigned to Shell.

THIRTEENTH. That lease merges all prior negotiations and oral and written understandings between the parties hereto with reference to the letting of the above mentioned premises to Shell and there is no other agreement or arrangement, oral or written, with reference to said letting. This lease shall not be binding upon Shell until a copy thereof has been delivered to Lessor signed on Shell's behalf by one of its Vice Presidents, or the Operations Manager or the Sales Manager of its Atlantic Coast Territory.

FOURTEENTH. This lease shall inure to the benefit of and by binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their seals and executed this lease in triplicate the day and year first above written.

Signed, sealed and delivered in the presence of:

J. A. Foster
M. J. Lomp.

W. E. Harrington
Joseph T. Cashman

PIEDMONT MANUFACTURING CO. L. S.
BY: S. M. BEATTIE, PRES. & TR. L. S.

SHELL OIL COMPANY, INCORPORATED
BY: T. T. Kurtz.
Operations Manager.

Attest:
C. S. Gentry.
Secretary.



State of South Carolina,
County of Greenville, S. C.

Personally appeared before me M. J. Lomp, who, being duly sworn, says that he saw the within named S. M. Beattie, sign, seal and as his act and deed, deliver the foregoing written Lease for the uses and purposes therein mentioned, and that he with J. A. Foster witnessed the execution thereof and subscribed their names as witnesses thereto.
Sworn to and Subscribed before me, this 29th day of August, 1940.

John M. Waddill,

M. J. Lomp.

N. P. S. C.

STATE OF NEW YORK, COUNTY OF NEW YORK.

Personally appeared before me W. E. Harrington, who, being duly sworn, says that he saw T. T. Kurtz, as Operations Manager of Shell Oil Company, Incorporated, a corporation chartered under the laws of the Common wealth of Virginia, sign, seal with its corporate seal, and as the act and deed of said corporation deliver the within written instrument, and that he with Joseph T. Cashman, witnessed the execution thereof.

W. E. Harrington

Sworn to before me this 26th day of September, 1940.

Douglass W. Barrows, Douglass Willard Barrows, Notary Public, New York County, N. Y. Co. Clerk's No. 50, Reg. No. 2B66-Commission expires March 30, 1942.

S. C. Stamps 16¢

Recorded October 10, 1940 at 12:52 P. M. #14226 BY: E. G.

