

3. RENT. Shell shall pay, as rent for each calendar month during the term of this lease, by check to the order of Star Enterprises, Inc., Box 372, Greenville, South Carolina, (a) the sum of Three Hundred & 00/100 Dollars (\$300.00), on or before the first of such month and (b) an additional sum equal to one cent (1¢) for each gallon (if any) in excess of Thirty-Five Thousand (35,000) gallons of gasoline delivered to the premises during such month as shown by Shell's records, payable on or before the fifteenth day of the following calendar month.

4. PERMITS-TITLE-POSSESSION. Lessor shall, at Lessor's expense, promptly apply for and diligently endeavor to obtain all necessary legal permission to use the premises for, and to construct thereon, an automobile service station in accordance with Shell's plans and specifications. Within

thirty (30) days after obtaining such permission, Lessor shall, at Lessor's expense, clear the title to the premises from all liens, encumbrances, restrictions and other defects, and deliver to Shell possession of the premises, cleared of all structures, personal property and debris. In default of any of the foregoing, Shell may obtain such legal permission (in its or Lessor's name) and/or clear the title and/or take possession of and clear the premises, and charge to Lessor all costs incurred thereby, or may terminate this Lease by giving Lessor notice. No rent shall accrue or be payable until the premises are in Shell's possession, cleared and with the title clear and all such legal permission in effect, as provided herein.

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connected with the operation of an automobile service station;

5. USE OF PREMISES. Shell shall have the rights, at Shell's expense: to enter the premises, at any time after the date of this Lease, for the purpose of making investigations and surveys; to use the premises for any lawful purpose; to construct and install on the premises, and paint in colors of Shell's selection, an automobile service station, and any additional buildings, improvements and equipment (including advertising signs and billboards) that Shell may desire; and to make any alterations that Shell may desire in the premises and the buildings, improvements and equipment at any time located thereon.

6. TAXES - LIENS. Shell shall pay (a) all taxes, assessments and other charges on the premises which are allocable to the term of this lease and bills for which have been presented to Shell, and (b) all taxes on Shell's property on the premises, and license, utilities and other such charges incurred by Shell's use of or operations on the premises. Shell shall have the right to contest, in its and/or Lessor's name, any levy of or assessment for any tax, assessment or other charge on the premises; and at Shell's request Lessor shall execute such documents, make such appearances and do such other things as Shell may reasonably request in connection with the prosecution of any such contest. If Lessor defaults, at any time, in the performance of the obligations of any mortgage or other lien affecting the premises, Shell may remedy such default, in whole or in part, charge to Lessor all costs incurred thereby, and be subrogated to the rights of the holder of such mortgage or other lien.