

GREENVILLE CO. S. C.

MAR 10 4 50 PM 1965

LEASE

OLL: R.M.S.

THIS IS A LEASE, dated September 25, 1964, between W. T. PATRICK and WILLIAM R. TIMMONS, JR.

of P. O. Box 1805 in Greenville, South Carolina (herein called "Lessor", whether one or more), and SHELL OIL COMPANY, a Delaware corporation with offices at 2000 Fulton National Bank in Atlanta, Georgia (herein called "Shell"):

1. DEMISE. Lessor hereby leases to Shell, and Shell hereby leases from Lessor, the following described land situated at S. E. corner of U. S. Highway #29 and Dupont Drive in Greenville, County of Greenville, State of South Carolina

All that piece, parcel or lot of land situate on the southeastern side of Wade Hampton Boulevard in the City of Greenville, County of Greenville, State of South Carolina, and being more fully described according to a plat entitled "Property of W. R. Timmons, Jr. and W. T. Patrick" by Dalton & Neves, Surveyors, dated September 19, 1964 and has, according to said plat, the following metes and bounds, to wit:

Beginning at a point on the southeastern side of Wade Hampton Boulevard at the intersection of Wade Hampton Boulevard and Dupont Drive and running thence along Wade Hampton Boulevard S. 46-31 W. 174.8 feet to an iron pin; thence running S. 41-50 E. 150 feet to a point; thence running N. 46-31 E. 207.3 feet to a point on Dupont Drive; thence running along Dupont Drive N. 68-48 W. 15.3 feet to a point; thence continuing along said Dupont Drive N. 53-05 W. 138.8 feet to the point of beginning.

together with all rights, privileges and appurtenances thereto (and which, with the land, are herein collectively called "premises").

2. TERM. The primary term of this Lease shall begin on the 19 day of 1964, and shall end () years after the date of completion of Shell's construction of an automobile service station on the premises, but not later than () years and () days after the beginning date. Shell shall have options to extend this Lease for () additional period(s) of () year(s) each, on the same covenants and conditions as herein provided, any one or more of which options Shell may exercise by giving Lessor notice at least forty-five (45) days prior to the expiration of the primary term or the then-current extension period, as the case may be. If Shell does not have or does not exercise any then-current option to extend, this Lease shall be automatically extended from year to year, on the same covenants and conditions as herein provided, unless and until either Lessor or Shell terminates this Lease at the end of the primary term or the then-current extension period or any subsequent year, by giving the other at least thirty (30) days' notice.

3. RENT. Shell shall pay, as rent for each calendar month, the sum of Dollars (\$), by check to the order of

in advance on or before the first day of each such month. Rent for any period less than a calendar month shall be prorated.

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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