

LEASE

THIS LEASE, dated November 7, 1955, between J. A. FOSTER of Belmont Avenue 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 Building, in Atlanta, Georgia (herein called "Shell"),

WITNESSETH:

1. Lessor hereby leases to Shell, and Shell hereby leases from Lessor, the following described land, situated on U. S. Highway 29, County of Greenville, State of South Carolina:

Beginning at a point on the northwesterly right-of-way line of U. S. 29 spur, which lies a distance of one hundred ten (110.0) feet southwest of an iron pin marking the intersection of the property line between the lands of J. A. Foster on the southwest and Maverick Mills on the northeast with said right-of-way line of U. S. 29 spur in Gantt Township, Greenville County, S. C., and proceeding thence S 57° 26' W along said right-of-way line a distance of one hundred forty (140.0) feet to a point; thence at right angles to said right-of-way line N 32° 34' W a distance of one hundred twenty (120.0) feet to a point; thence N 57° 26' E a distance of one hundred forty (140.0) feet to a point; thence S 32° 34' E a distance of one hundred twenty (120.0) feet to the point of beginning.

*part of*



together with all of Lessor's buildings, improvements, equipment and other property now or hereafter located thereon, including those referred to in article 4 (and which, together with said land, are herein collectively called "the premises").

2. The term of this lease shall begin on the date of completion of Lessor's construction of a bulk storage depot on the premises, as provided in article 4, and shall end on the last day of the one hundred twentieth (120th) full calendar month after such beginning date. Shell shall have the option to extend the term of this lease for one (1) additional period of five (5) years, on the same covenants and conditions as herein provided, which option Shell may exercise by giving Lessor notice at least forty-five (45) days prior to the expiration of the original term. 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 set forth in Article 15 hereof.

3. Shell shall pay, as rent for each calendar month during the term of this lease, the sum of one hundred twenty-eight and 36/100 Dollars (\$128.36), by check to the order of J. A. Foster, P. O. Box 1636, Greenville, S. C., in advance on or before the first day of each month. Rent for any period less than a calendar month shall be prorated.

4. Lessor shall, at Lessor's expense: (a) obtain from the proper public authorities all licenses and permits necessary to authorize the construction and operation on the premises of a bulk storage depot, as hereinafter provided; and (b) construct on the premises a bulk storage depot, including the buildings, improvements and equipment described in Exhibit A hereof, in accordance with plans and specifications approved by Shell, at a cost of not less than Eleven Thousand Seven Hundred and Twenty-Three Dollars (\$11,723.00) nor more than Fourteen Thousand Three Hundred Twenty-Three Dollars (\$14,323.00), in a good and workmanlike manner satisfactory to Shell and to all public authorities whose approval is required. Promptly upon the completion of said construction, Lessor shall deliver to Shell a sworn statement of the total cost thereof and such supporting evidence of such cost and its full payment as Shell may require. If Lessor fails (1) diligently to endeavor to obtain such licenses and

for Termination Agreement See Book 631 Page 363