

NOV 15 4 01 PM 1960

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LEASE

THIS LEASE, dated **May 10**, 19 **60**, between **WILLIAM M. EDWARDS & MILDRED S. EDWARDS, his wife, and WILLIAM E. CALDWELL & MARGARET J. CALDWELL, his wife** of **Route #4** in **Taylors**, **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 at **Wade Hampton Boulevard near East Lee Road** in **Greenville**, County of **Greenville**, State of **South Carolina** :

All that certain piece, parcel or lot of land situate, lying and being on the Northwestern side of U. S. Highway Number 29, in the County of Greenville and State of South Carolina, being portions of Lots 2 and 3 shown on a plat of property of James M. Edwards made by Dalton & Neves in February, 1952 and as shown on a plat of property of William M. Edwards and W. E. Caldwell made by John A. Simmons, Registered Surveyor, dated April 27, 1960, is more fully described as follows:

Commencing on the Northwestern side of U. S. Highway Number 29 at a point marking the intersection of the dividing line between Lots 1 and 2 with U. S. Highway Number 29 and running thence N. 47° W. along the boundary line between Lots 1 and 2, 115 feet to an iron pin; thence turning and running N. 43° E. 150 feet to an iron pin; thence turning and running S. 47° E., 115 feet to an iron pin on the Northwestern side of U. S. Highway 29; thence turning and running S. 43° W. along the Northwestern side of U. S. Highway 29, 150 feet to the point of commencement.

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 an automobile service station on the premises, as provided in article 4, and shall end on the last day of the

One Hundred Eightieth (**180th**) full calendar month after such beginning date.

Shell shall have options to extend the term of this lease for **one** (**1**) additional period(s) of **five** (**5**) year(s) each, on the same covenants and conditions as herein provided, each of which options Shell may exercise by giving Lessor notice at least forty-five (45) days prior to the expiration of the original term or the then-current extension period, as the case may be. If Shell does not exercise its then-current option to extend, the term 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 original term or the then-current extension period or any subsequent year, by giving the other at least thirty (30) days' notice.

3. Shell shall pay, as rent for each calendar month during the term of this lease: (A) the sum of One Hundred Sixty-Two & 50/100 Dollars (\$162.50) by check to the order of William M. Edwards, Route #4, Taylors, South Carolina, and (B) the sum of One Hundred Sixty-Two & 50/100 Dollars (\$162.50) by check to the order of William E. Caldwell, Route #4, Taylors, South Carolina; each such sum being payable in advance on or before the first day of each such month. Rent for any period less than a calendar month shall be prorated.

Handwritten initials: HLO

Handwritten signatures: WME, MJE, MCE, MJC



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 an automobile service station (including the removal of existing structures, if required), as hereinafter provided; and (b) construct on the premises an automobile service station, including the buildings, improvements and equipment described in Exhibit A hereof, in accordance with plans and specifications approved by Shell, at

(Continued on Next Page)

For Determination See Deed Book 826 Page 101
 See Deed Book 671 Page 111
 Agreement Supplementing