THIS LEASE made this 23rd day of March, 1939, by and between R. Jack Williams of 810 Augusta Street, in the City and County of Greenville, State of South Carolina, hereinafter called "Lessor", and SHELL UNION OIL CORPORATION, a Delaware corporation having a usual place of business at 50 West 50th Street in the City, County and State of New York, lessee, hereinafter called "Shell",

WITNESSETH THAT:

FIRST: Lessor hereby demises and lets to Shell for a term of ten (10) years, beginning upon the completion of construction by Lessor of certain improvements as hereinafter provided, the parcel of land located in Ward Six of said Greenville, South Carolina, more particularly bounded and described as follows:

Commencing at the northwest corner of the intersection of Augusta Street and Woodfin Avenue and running thence with Augusta Street in a northerly direction a distance of 100' to a point; thence in a westerly direction parallel to Woodfin Avenue a distance of 175' to a point; thence in a southerly direction parallel to Augusta Street a distance of 100' to a point in the north line of Woodfin Avenue; thence in a easterly direction along the north line of Woodfin Avenue a distance of 75' to the point of Beginning.

Together with the appurtenances thereto, all the improvements and all gasoline filling and automobile service station equipment and apparatus located on said premises at any time during the original or any extended term hereof, including specifically the equipment and apparatus listed below, but excluding any equipment or other property belonging to Shell.

SECOND. Shell shall pay as rent for the leased premises a flat rental of Eighty Dollars ($80.00) per month in advance on or before the first day of each month, and also a gallonage rental of One cent (1¢) for each gallon of gasoline sold by Shell upon the leased premises in excess of Seventy-eight Thousand (78,000) gallons during each full year of the original term hereof, as shown by Shell's books, payment of such gallonage rental to be made within thirty days after the expiration of any such year during which it shall have accrued.

THIRD. Lessor covenants and agrees to obtain as promptly as possible from the proper public authorities all such licenses and permits as may be necessary and appropriate to authorize the construction upon the leased premises and the operation thereon to the best advantage of a gasoline filling and automobile service station and further covenants and agrees to demolish existing structures and to complete, within ninety days after such licenses and permits shall have been obtained, the construction upon the leased premises of a gasoline filling and automobile service station and other improvements, in accordance with plans and specifications agreed upon and initialled for identification on behalf of Lessor and Shell, said construction to be completed in a good and workmanlike manner reasonably satisfactory to Shell. If such licenses and permits shall not have been obtained or the construction of the gasoline filling and automobile service station and other improvements shall not have been completed within a period of one hundred fifty days from the date hereof, then Shell may terminate this lease at any time thereafter by giving to Lessor written notice of termination.

FOURTH. Shell shall have the right and option to extend this lease successively for five (5) additional periods of one year each, upon the same terms and conditions as herein provided except that the rent during said five additional periods of one year each shall be One Hundred and Five dollars ($105.00) per month payable as provided in Article Second hereof, and also a gallonage rental of One cent (1¢) for each gallon of gasoline sold upon the leased premises in excess of Ninety Thousand (90,000) gallons during each full year of said additional periods, as shown by Shell's books, also payable as provided in Article Second hereof. Shell may exercise each of said options to extend by giving written notice to Lessor of such exercise at least thirty days prior to the expiration of the then current term.

FIFTH. At any time after the date hereof, Shell may erect and install upon the leased premises such additional buildings, equipment and apparatus and make such alterations and changes therein and otherwise in the leased premises as it deems desirable in the conduct of its business. It may paint in colors of its own selection any and all buildings, equipment and apparatus now or hereafter upon the leased premises.

SIXTH. Lessor shall pay all taxes, assessments and other governmental or municipal charges levied or assessed upon the leased premises. If, as the same become due and payable, Lessor shall fail to pay such taxes, assessments or charges or any mortgage or other lien indebtedness and interest thereon which may be an encumbrance on the leased premises prior to this lease, Shell may pay the same, or such portion thereof as it elects to pay, charge the amount of such payment to Lessor and withhold all rentals due hereunder until Shell shall have full reimbursed itself for all sums so paid, together with interest thereon at the rate of five per cent. (5%) per annum.

RECORDED, SATISFIED AND CANCELLED OF RECORD THIS 18 DAY OF May 1939
R. M. ODELL, CLERK OF COURT, GREENVILLE COUNTY, S.C.

The Assignment of this Lease see Book 212 at Page 305.