(herein called "Shell"),

THIS LEASE, dated October 9th M.O., 1954, between EDLA D. JOLESOF and B. W. JOINSON, her husband of 510 W. Pain Street South C rolina in Spartanburg (herein called "Lessor", whether one or more), and SHELL OIL COMPANY, a Delaware corporation with offices at 500 William-Oliver Building in Atlant.

WITNESSETH:

Roorgia

1. Lessor hereby leases to Shell, and Shell hereby leases from Lessor, the following described land, situated at U. S. Lighway 29 & Funcorbe hoad Creor , County of Crosnville , State of South Campaline : iń

All that cortain piece, parcel or lot of land, loc too, lying and being nest of the form of Green, on the Earth side of U. S. State y 29 (1981) Lane) and on the lest side of buncombe word, County of the letting, the of Couth C romina, and being rose particularly described as follows: Laginring at an iron pin at intersection of right of ways of U. W. M. way 29 and Buncoube Hold and running thonce along the right of way of U. S. Mitheray 29 South 67-36 West 200 feet to an iron pin; thence worth 28-00 Jost 100 feet to from pin; thence North 67-36 Best 200 fore to in iron pin on right of way of Buncombe Road; thence close and mith the right of way of the Buncombo Road South 28-00 East 100 fant to the toginning commer; the rune being the southerly portion of that a ct of land shown on plat of property of J. A. White rade by soud and raylor survoyous, dated Iry 14, 1952,



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 (180t's) full calendar month after such beginning date. One Lundred Hightieth Shell shall have options to extend the term of this lease for five .5) year(s) each, on the same covenants and conditions as herein (1 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, the sum of Dollars (\$ 300.00), by check to the order of Three Lundred and 00/100 , 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. Lessor shall, at Lessor's expense: (a) obtain from the proper public authorities all licenses and permits necessary to authorize the construction and operation of 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