

LEASE

THIS LEASE, dated *JUNE 28*, 1952, between

R. JACK WILLIAMS
of 3530 Augusta Road in Greenville, South Carolina
(herein called "Lessor", whether one or more), and SHELL OIL COMPANY, a Delaware corporation
with offices at 909 N. 22nd Street in Baltimore 10
Maryland (herein called "Shell"),

WITNESSETH:

1. Lessor hereby leases to Shell, and Shell hereby leases from Lessor, the following described land, situated at *N/W* corner Augusta Street & Woodfin Avenue in Greenville, County of Greenville, State of South Carolina

Being more particularly described in accordance with plat of survey by Dalton and Neves, dated August, 1952, as follows:

Beginning at the northwest corner of the intersection of Augusta Street and Woodfin Avenue and extending along the westerly side of Augusta Street North 21° 13' West 160 feet to a corner of lot owned by G. W. Brown; thence binding on the southerly side of said lot South 87° 53' West 90 feet to a point; thence South 20° 52' East 162.7 feet to the northerly side of Woodfin Avenue; thence along said Avenue North 86° 08' East 90 feet to the point or place of beginning.

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

2. The term of this lease shall be *twelve* (12) years, beginning on the 1st day of July, 1952, and ending on the 30th day of June, 1964.

Shell shall have options to extend the term of this lease for *two* (2) 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, the sum of two hundred seventy five dollars (\$275.00), by check to the order of R. Jack Williams, P. O. Box 2183, Greenville, South Carolina, in advance on or before the first day of each calendar month, except, however, that rent during the first four (4) calendar months of the original term hereof shall be two hundred twenty five dollars (\$225.00) per month. Rent for any period less than a calendar month shall be prorated.

4. Shell shall have the rights, at Shell's expense: to use the premises for any lawful purpose; to paint all or any part of the premises in colors of Shell's selection; to make any alterations that Shell may desire in the premises; and to construct and install on the premises, and alter, any additional buildings, improvements and equipment (including advertising signs and billboards) that Shell may desire. Lessor shall remove from the premises any of Lessor's equipment that Shell elects to replace with its own equipment.

4A. This lease shall supersede and terminate, as of July 1, 1952, those two certain leases, each dated May 1, 1944, from Lessor to Shell Oil Company, Incorporated, Shell's assignor, which were recorded on May 18, 1944, in the Office of the Register of Mesne Conveyances for Greenville County, South Carolina, in Book 263 at pages 424 and 437, respectively.

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For Assignment to the Liberty Life Insurance Co. See Deed Book 530 Page 415.