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LEASE

OLLIE FARNSWORTH K.M.C.

STAR ENTERPRISES, INC. THIS IS A LEASE, dated November 15 , 1963 , between

Greenville, South Carolina Box 372 in (herein called "Lessor", whether one or more), and SHELL OIL COMPANY, a Delaware corporation Atlanta with offices at 2000 Fulton National Bank Building

(herein called "Shell"): Georgia

1. DEMISE. Lessor hereby leases to Shell, and Shell hereby leases from Lessor, the following described land situated at S. C. Hwy. #291 & Cleveland Street

, State of South Carolina : , County of Greenville Greenville

> Lot at the Northwest corner of Cleveland Street and S. C. By-Pass 291, fronting 200 feet on the By-Pass and running back between parallel lines along Cleveland Street 150 feet, being a portion of property conveyed to Lessor by C. Heyward Morgan, et al.



together with all rights, privileges and appurtenances thereto (and which, with the land, are herein collectively called "premises").

2. TERM. The primary term of this Lease shall begin on the first day of April 19 64 , and shall end fifteen (15) years after the date of completion of Shell's construction of an automobile service station on the premises, but not later than fifteen (15) years and one hundred eighty (180) days after the beginning date. Shell shall have options to ex (Shell shall have options to extend the term of this lease for two (2) additional periods of five (5) years each, on the same covenants and conditions as herein provided, except that the rent, during the first five year period shall be Three Hundred Fifty & 00/100 Dollars (\$350.00) for each calendar month, and during the second five year period shall be Four Hundred & 00/100 Dollars (\$400.00) for each calendar month, and during both of the five year option periods an additional sum equal to one cent (1¢) for each gallon (if any) in excess of Thirty-Five Thousand (35,000) gallons of gasoline delivered to the premises during such month, as shown by Shell's records, payable on or before the fifteenth day of the following calendar month, each of which options Shell may exercise by giving Lessor notice at least forty-five days (45) prior to the expiration of the original term or the then-current option to extend. If Shell does not have or does not exercise any then-current option to extend, this Lease 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 primary term or the then-current extension period or any subsequent year, by giving the other at least (CONTINUED ON NEXT PAGE) thirty (30) days' notice.



