

GREENVILLE CO. S. C.

JAN 13 1953

THIS LEASE, dated ~~NOVEMBER 14~~ ^{NOVEMBER 14}, 1952, between J. A. FOSTER of Belmont Avenue in Greenville, South Carolina (herein called "Lessor," whether one or more), and SHELL OIL COMPANY, a Delaware corporation with offices at 909 East 22nd Street, in Baltimore, Maryland, (herein called "Shell"),

WITNESSETH:

1. Lessor hereby leases to Shell, and Shell hereby leases from Lessor, the following described land, situated on New Grove Road near White Horse Road in Gantt Township, County of Greenville, State of South Carolina:

All that certain piece, parcel or tract of land situate, lying and being in Gantt Township, Greenville County, State of South Carolina, about 3 miles from Greenville County Court House, and located on the west side of New Grove Road, and having the following metes and bounds, to-wit:

Beginning at an iron pin on the west side of said New Grove Road and running thence N. 16-50 E. along the western boundary of said road 150 feet to an iron pin; thence S. 81-0 W. 395.4 feet to iron pin; thence S. 15-20 E. 135.0 feet to iron pin; thence N. 81-0 E. 319 feet to iron pin on the western boundary of New Grove Road at point of beginning.

This is a portion of the property conveyed to Triangle Construction Co. by W. R. Steele by Deed dated March 10, 1952, said Deed being of record in Volume 454, at Page 398 R.M.C. Office for Greenville County, S. C.

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 a bulk storage depot on the premises, as provided in article 4, and shall end on the last day of the one hundred twentieth (120th) full calendar month after such beginning date. Shell shall have the option to extend the term of this lease for one (1) additional period of five (5) years, on the same covenants and conditions as herein provided, which option Shell may exercise by giving Lessor notice at least forty-five (45) days prior to the expiration of the original term. Shell may terminate this lease at any time by giving Lessor at least ninety (90) days' notice and by paying Lessor, as consideration therefor, the sum set forth in Article 15 hereof.

3. Shell shall pay, as rent for each calendar month during the term of this lease, a total of: (a) the sum of Thirty and 63/100ths Dollars (\$30.63), and, in addition, (b) the sum of Eight and 33/100th Dollars (\$8.33), for each thousand dollars of actual cost to Lessor of construction of the bulk storage depot and other improvements and equipment referred to in Article 4. hereof, as such cost may be established by Lessor to the satisfaction of Shell pursuant to and within the limits set forth in Article 4., and proportionately for any fraction of a thousand dollars of such cost; such rent to be payable by check to the order of J. A. FOSTER, P. O. Box 1636, Greenville, S. C., 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 on the premises of a bulk storage depot, as hereinafter provided; and (b) construct on the premises a bulk storage depot, including the buildings, improvements and equipment described in Exhibit A hereof, in accordance with plans and specifications approved by Shell, at a cost of not less than Seven Thousand Four Hundred Dollars (\$7400.00) nor more than Nine Thousand Four Hundred Dollars (\$9400.00), in a good and workmanlike manner satisfactory to Shell and to all public authorities whose approval is required. Promptly upon the completion of said construction, Lessor shall deliver to Shell a sworn statement of the total cost thereof and such supporting evidence of

For Termination Agreement See Deed Book 631 Page 361
For Agreement Supplementing Lease See Deed Book 476 Page 404-