540 - 263

THIS LEASE, dated May 2

, 19 55, between SHERWOOD INC.

Pleasantburg Dr., S., opp. LeGrand Blvd., Greenville, South Carolina (herein called "Lessor", whether one or more), and SHELL OIL COMPANY, a Delaware corporation with offices at 500 William Oliver Building

Georgia

(herein called "Shell"),

WITNESSETH:

1. Lessor hereby leases to Shell, and Shell hereby leases from Lessor, the following described land, situated atN/E Corner Pleasantburg Dr., S., & LeGrand Blvd. in Greenville , County of Greenville , State of South Carolina :

ALL that lot of land situate at the Northeast corner of the intersection of Pleasantburg Drive (sometimes referred to as By-Pass S.C. Route 291 between Laurens Road and Augusta Road) and LeGrand Boulevard, in the City of Greenville, in Greenville County, South Carolina, and having according to a survey made by R.K. Campbell, Surveyor, June 17, 1955, the following metes and bounds, to wit: EEGINNING at the Northeast corner of Pleasantburg Drive, S., and LeGrand Boulevard and proceeding along Pleasantburg Drive S., N. 26-04 E. 100.6 feet to a point; thence S. 49-11 E., 160 feet to a point; thence S. 49-49 W., 97.2 feet to a point in the Northerly right of way line of LeGrand Boulevard; thence along said right of way line N. 49-11 W., 134.4 feet to the point or place of beginning; the same being the Southwesterly portion of Parcel Number 2 as shown on Plat of Sherwood Forest Subdivision made by Dalton & Neves, Engineers, August, 1951, recorded in the R.L.C. Office for Greenville County, S.C., in Plat Book GG, pages 70 and 71.

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

One Hundred Eightieth (180th) full calendar month after such beginning date. Shell shall have options to extend the term of this lease for

) 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, a sum equal to one & one fourth cent(s) $(1\frac{1}{4})$ for each gallon of gasoline delivered to the premises during such month, as shown by Shell's records, but not less than Two Hundred Seventy-Five & No/100 Dollars (\$ 275.00) nor more than Five Hundred Seventy-Five & No/100 Dollars (\$ 575.00) for any such month; payable by check to the order of

Sherwood Inc. , on or before the fifteenth day of the following calendar month.

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 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