

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

2. *RENT* TERM. The interim term of this lease shall begin on December 1st, 1963, and shall end November 30, 1965. The term of this lease shall begin December 1, 1965 and end on the last day of the one hundred eightieth (180th) full calendar month after such beginning date. Shell shall have the option to extend this lease for two (2) additional periods of five (5) years each on the same covenants and conditions herein provided except that the rent during the two (2) five (5) year extension periods shall be a sum equal to one (1) cent per gallon for each gallon of gasoline delivered to the premises during each month, as shown by Shell's records, but not less than Four Hundred Thirty-Three & 00/100 Dollars (\$433.00) for any such month; payable by check to the order of Sans Souci Housing Inc., Box 8007, Station A, Greenville, South Carolina, 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 (45) days prior to the end of the original term or the then-current extension period, as the case may be. At the end of the original term or of any extension period, 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 (at the rent in effect for the last calendar month prior to the beginning of the automatic extension), 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.

may exercise by giving Lessor notice at least forty-five (45) days prior to the expiration of the primary term or the then-current extension period, as the case may be. 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 thirty (30) days' notice.

3. RENT. During the interim term of this lease, as outlined in Article 2, Shell shall pay, as rent for each calendar month, the sum of Fifty & 00/100 Dollars (\$50.00) by check to the order of Sans Souci Housing Inc., Box 8007, Station A, Greenville, South Carolina, in advance on or before the first day of each month. Rent for any period shall be prorated.

Shell shall pay, as rent for each calendar month during the primary term of the lease, a sum equal to one (1) cent for each gallon of gasoline delivered to the premises during such month, as shown by Shell's records, but not less than One Hundred Eighty & 00/100 Dollars (\$180.00) for any calendar month, payable by check to the order of Sans Souci Housing, Inc., Box 8007, Station A, Greenville, South Carolina, on or before the fifteenth day of the following calendar month.

4. PERMITS-TITLE-POSSESSION. Lessor shall, at Lessor's expense, promptly apply for and diligently endeavor to obtain all necessary legal permission to use the premises for, and to construct thereon, an automobile service station in accordance with Shell's plans and specifications. Within thirty (30) days after obtaining such permission, Lessor shall, at Lessor's expense, clear the title to the premises from all liens, encumbrances, restrictions and other defects, and deliver to Shell possession of the premises, cleared of all structures, personal property and debris. In default of any of the foregoing, Shell may obtain such legal permission (in its or Lessor's name) and/or clear the title and/or take possession of and clear the premises, and charge to Lessor all costs incurred thereby, or may terminate this Lease by giving Lessor notice. No rent shall accrue or be payable until the premises are in Shell's possession, cleared and with the title clear and all such legal permission in effect, as provided herein.

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