## **LEASE**

THIS LEASE, dated December 1 , 1953, between NANCY M SITTON (Wife of J. H. Sitton)

of 240 McDaniel Avenue in Greenville , South Carolina . (herein called "Lessor", whether one or more), and SHELL OIL COMPANY, a Delaware corporation with offices at 500 William Oliver Building in Atlanta .

Georgia (herein called "Shell"),

WITNESSETH:

1. Lessor hereby leases to Shell, and Shell hereby leases from Lessor, the following described land, situated at Augusta Road and Douglas Drive

in Greenville , County of Greenville

, State of South Carolina:

Beginning at the intersection of the easterly right-of-way line of Augusta Road with the northerly right-of-way line of Douglas Drive and running thence along said easterly right-of-way line of Augusta Road N 26 degrees 52' W one hundred seven (107) feet to a point; thence along a line parallel to said northerly right-of-way line of Douglas Drive N 66 degrees 38' E one hundred (100) feet to a point; thence along a line parallel to said easterly right-of-way line of Augusta Road S 26 degrees 52' E one hundred seven (107) feet, more or less, to said northerly right-of-way line of Douglas Drive; thence along said northerly right-of-way line of Douglas Drive; thence along said northerly right-of-way line of Douglas Drive S 66 degrees 38' W one hundred (100) feet, more or less, to the point or place of beginning; the same being part of lots 40, 41 and 42 in Block 4 as shown on Sheet 208 of block book records in Greenville County Court House;

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 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 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 Three Hundred Twenty Five and OO/100 collars (\$ 325.00), by check to the order of Nancy M. Sitton

    or before the first day of each such month. Rent for any period less than a calendar month shall be prorated.

<sup>4.</sup> Lessor shall, at Lessor's expense: (a) obtain from the proper public authorities all licenses and permits necessary to authorize the construction and operation of 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