

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE. SS

THIS LEASE made this 27th day of April, 1939, by and between Letha J. Revis, of 101 Stone Avenue in the City and County of Greenville, South Carolina, hereinafter called "Lessor", and SHELL OIL COMPANY, INCORPORATED, a Virginia corporation having a usual place of business at 50 West 50th Street in the City, County and State of New York, lessee, hereinafter called "Shell".

WITNESSETH THAT:

FIRST. Lessor hereby demises and lets to Shell for a term of Seven (7) years, beginning upon the completion of remodeling by Lessor of the gasoline filling and automobile service station building located on the leased premises as hereinafter provided, the parcel of land situated at the intersection of Stone Avenue and Elizabeth Streets in said Greenville, South Carolina, more particularly bounded and described as follows:

Beginning at the northwest corner of the intersection of Stone Avenue and Elizabeth Street and running from thence (1) in a westerly direction along the northerly side of Stone Avenue a distance of fifty-four feet (54') to a point, thence (2) in a northerly direction parallel to the westerly side of Elizabeth Street a distance of seventy-five feet (75') to a point, thence (3) in an easterly direction parallel with the northerly side of Stone Avenue a distance of fifty-four feet (54') to a point in the westerly side of Elizabeth Street, thence (4) in a southerly direction along the westerly side of Elizabeth Street a distance of seventy-five feet (75') to the point or place of beginning.

Lessor hereby grants to Shell, its agents, employees, sublessees, licensees, and invitees the right to pass and repass at all times during the term hereof over that part of the Lessor's premises in Greenville, South Carolina, bounded and described as follows:

Beginning at a point in the northerly side of Stone Avenue, said point being a distance of fifty-four feet (54') in a westerly direction from the northwest corner of the intersection of Stone Avenue and Elizabeth Street, and running from thence (1) in a westerly direction along the northerly side of Stone Avenue a distance of twenty-five feet (25') to a point, thence (2) in a northeasterly direction a distance of thirty and seventy-seven one-hundredths feet (30.77) to a point in the westerly boundary of the premises hereby leased, thence (3) in a southerly direction along said westerly boundary line of the leased premises a distance of seventeen feet (17') to the point or place of beginning.

Together with the appurtenances thereto, all the improvements and all gasoline filling and automobile service station equipment and apparatus located on said premises at any time during the original or any extended term hereof, including specifically the equipment and apparatus listed below, but excluding any equipment and apparatus listed below, but excluding any equipment or other property belonging to Shell.

SECOND. Shell shall pay as rent for the leased premises a rental of Fifty Dollars (\$50.00) per month in advance on or before the first day of each month.

THIRD. Lessor covenants and agrees to obtain as promptly as possible from the proper public authorities all such licenses and permits as may be necessary and appropriate to authorize the remodeling of the gasoline filling and automobile service station located upon the leased premises and the operation thereon to the best advantage of such gasoline filling and automobile service station and further covenants and agrees to complete, within ninety days after such licenses and permits shall have been obtained, the remodeling of said gasoline filling and automobile service station in accordance with plans and specifications agreed upon and initialled for identification on behalf of Lessor and Shell, said remodeling to be completed in a good and workmanlike manner reasonably satisfactory to Shell. If such licenses and permits shall not have been obtained or the remodeling of the gasoline filling and automobile service station and other improvements shall not have been completed within a period of one hundred fifty days from the date hereof, then Shell may terminate this lease at any time thereafter by giving to Lessor written notice of termination. Without limiting in any way the generality of the foregoing, Lessor hereby covenants and agrees to furnish and install the equipment listed in Article First hereof.

FOURTH. Shell shall have the right and option to extend this lease for an additional period of Five (5) years, upon the same terms and conditions as herein provided. Shell may exercise said option to extend by giving written notice to Lessor of such exercise at least thirty days prior to the expiration of the original term hereof.

FIFTH. At any time after the date hereof, Shell may erect and install upon the leased premises such additional buildings, equipment and apparatus and make such alterations and changes therein and otherwise in the leased premises as it deems desirable in the conduct of its business. It may paint in colors of its own selection any and all buildings, equipment and apparatus now or hereafter upon the leased premises.