

LEASE

THIS LEASE made this First day of May, 1944 by and between R. Jack Williams, of #810 Augusta Street (Street Address), Greenville (City or Town), South Carolina (State), hereinafter called "Lessor," and SHELL OIL COMPANY, Incorporated, a Virginia corporation with offices at 50 West 50th Street in the City, County and State of New York, lessee, hereinafter called "Shell",

WITNESSETH THAT:

FIRST. Lessor hereby leases to Shell for a term of 5 yrs. & 3 mos., beginning upon the 1st day of April, 1944, and ending on the 30th day of June, 1949 the parcel of land situated on West side Augusta Street, in Greenville, County of Greenville, State of South Carolina, more particularly described as follows:

All that parcel of land situate, lying and being in Ward 6, in the City of Greenville, on Augusta Street and having the following metes and bounds, to-wit:

Commencing at the northwest corner of the intersection of Augusta Street and Woodfin Avenue and running thence with Augusta Street in a northerly direction a distance of 100 feet to a point; thence in a westerly direction parallel to Woodfin Avenue a distance of 75 feet to a point; thence in a southerly direction parallel to Augusta Street a distance of 100 feet to a point in the north line of Woodfin Avenue; thence in an easterly direction along the north line of Woodfin Avenue a distance of 75 feet to the point of beginning.

Being a portion of the property conveyed to the lessor as recorded in Deed Book 208, Page 256, of the Greenville County Records. R.J.W. H. M. B.

Together with all appurtenances thereto, all improvements and all gasoline filling and automobile service station equipment and apparatus 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 or other property belonging to Shell, In case of any variance between the above description and the premises actually used under this lease, said premises so actually used shall be deemed to be included herein.

SECOND. Shell shall pay rent for the leased premises during the term hereof at the rate of Nine Dollars (\$9.00) per month in cash to or by check to the order of R. Jack Williams in advance on or before the first day of each month, except that, if rent shall begin to accrue upon a day other than the first day of a month, rent for the remainder of such month may be paid in arrears on the first day of the following month, and also a gallonage rental of one cent (1¢) for each gallon of gasoline sold by Shell in excess of 78,000 gallons per annum. R.J.W. H.M.B.

THIRD. Shell shall have options to extend the term of this lease successively for five (5) additional periods of one year each, upon the same terms and conditions as herein provided except that the rent during said five additional periods of one year each shall be One Hundred Five Dollar (\$105.00) per month and a gallonage rental of one cent (1¢) for each gallon of gasoline sold upon the leased premises in excess of ninety thousand (90,000) gallons during each full year of said additional periods as shown by Shell's books. Shell may exercise each of said options to extend by giving written notice to Lessor of such exercise at lease thirty days prior to the expiration of the then current term. R.J.W. H.M.B.

Third. Shell shall have options to extend the term of this lease successive for _____ () additional periods of one year each, upon the same terms and conditions as herein provided. Shell may exercise each of said options to extend by giving written notice to Lessor of such exercise at least thirty days prior to the expiration of the then current term.

FOURTH. Lessor shall maintain in good condition and repair all property herein leased, real and personal, and Lessor shall rebuild promptly any structures damaged or destroyed in any manner. In default thereof Shell may (a) terminate this lease on thirty days notice in which event all rentals shall abate from the date of such damage or destruction, or (b) repair or rebuild and charge to Lessor all sums expended therefor. If the leased premises shall be rendered unfit for occupancy in whole or in part by reason of any such damage or destruction, or if, for any cause not the fault of Shell including but not restricted to repairing or rebuilding hereunder, the possession or beneficial use of such premises shall be interfered with, all rent or a just and proportionate part thereof, according to the nature and extent of the injury or interference sustained, shall abate until such premises shall have been fully restored or such interference shall have ceased.

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

SIXTH. Lessor shall pay all taxes, assessments and other governmental or municipal charges on the leased premises and the improvements thereon, except occupational or equipment license fees and water or electricity charges incurred by Shell's occupancy hereunder.