

LEASE

THIS LEASE, dated APRIL 1, 1954, between SARA W. GRIFFIN and J. M. GRIFFIN, her husband of in Mauldin, 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 U.S. Highway 276 and Conestee Road in Mauldin, County of Greenville, State of South Carolina :

being legally described as follows: A rectangular piece or parcel of land situated on the southeast corner of the intersection of U.S. Highway 276 at Conestee Road fronting Seventy-three and one-half (73 1/2) feet on U.S. Highway 276 and binding on Conestee for an even depth of Sixty-one (61) feet, the said piece or parcel of land being designated as parcel "A" on the map attached hereto and made a part hereof; together with easements over and across two (2) triangular parcels of Lessor's land adjoining the leased land on the northeast and southwest, respectively, and designated as parcels "B" on said map, to be used in common with Lessor, and for ingress and egress to and from the leased land by Shell and its sub-lessees and the licensees and invitees of either, with the right in Shell to install and maintain a drive-way thereon; and neither Lessor nor Shell ever to cause or permit any obstruction of the easement areas or access thereto; together, also, with the right on the part of Shell and its sub-lessees and the licensees and invitees of either to use in common with Lessor, as a parking area for vehicles, the strip of land adjoining the leased land on the southeast and designated as Parcel "C" on said map; said parcels A, B and C being a portion of the land conveyed to Lessor (or one of Lessor) by Susan Whatley Verdin, James F., J. P. and J. E. Whatley by Deed, dated September 8, 1934, and recorded in Volume 156 at Page 179 in the Office of Register Mesne Conveyance for Greenville County, 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 options to extend the term of this lease for ten (10) additional periods of one (1) year each, on the same covenants and conditions as herein provided, except that during such extension periods, Shell shall pay, as rent for each calendar month, a sum equal to One and one-half cents (1 1/2¢) for each gallon of gasoline delivered to the premises during such month, as shown by Shell's records, but (a) not less than One Hundred Fifty and 00/100 Dollars (\$150.00) per month nor more than Three Hundred and 00/100 Dollars (\$300.00) per month during the first through the fifth of such options to extend, and (b) not less than One Hundred Fifty and 00/100 Dollars (\$150.00) per month nor more than Three Hundred Twenty-Five and 00/100 Dollars (\$325.00) per month during the sixth through the tenth of such options to extend the term of said lease.

3. Shell shall pay, as rent for each calendar month during the term of this lease, a sum equal to one and one-half cent(s) ( 1 1/2 ¢) for each gallon of gasoline delivered to the premises during such month, as shown by Shell's records, but not less than One Hundred Fifty & 00/100 -----Dollars (\$ 150.00 ) nor more than Two Hundred Seventy-Five & 00/100 Dollars (\$ 275.00 ) for any such month; payable by check to the order of Sara W. Griffin, on or before the fifteenth day of the following calendar month.

See Determination Agreement See Deed Book 835 Page 199