

AUG 20 1958

BOOK 604 PAGE 393

D-282-G (Rev. 10-52) Printed in U.S.A.

# LEASE

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THIS LEASE, dated May 28, 19 58, between JAMES F. DAVENPORT & THE SOUTH CAROLINA NATIONAL BANK, TRUSTEES UNDER THE WILL OF JOHN T. DAVENPORT of C/O South Carolina National Bank of Trust Department in Greenville, South Carolina (herein called "Lessor", whether one or more), and SHELL OIL COMPANY, a Delaware corporation with offices at 2000 Fulton National Bank Building in Atlanta, Georgia (herein called "Shell"),

### WITNESSETH:

1. Lessor hereby leases to Shell, and Shell hereby leases from Lessor, the following described land (herein called "the premises") situated at Augusta Road in Greenville, County of Greenville, State of South Carolina :

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Beginning at a point 99.3 feet on a line S 46° - 54' E from the intersection of the right of way lines of Augusta Road and Sevier Street and proceeding thence S 47° - 33' E for a distance of 30 feet to a point; thence S 34° - 19' W for a distance of 137.7 feet to a point; thence N 22° - 30' E for a distance of 145 feet to the point of beginning.

Tenants of the adjacent property will be permitted to use the above described premises for ingress and egress.

2. The term of this lease shall begin on the 1st day of April, 19 58, and shall end October 30, 1965 (~~years after the date of completion of Shell's construction of an automobile service station on the premises, but not later than~~) (~~years and~~) (~~days after said beginning date.~~)

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~~Shell shall have options to extend the term of this lease for~~ (~~additional period(s) of~~) (~~year(s) each, on the same covenants and conditions as herein provided, each of which options 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 Thirty & 00/100 Dollars (\$ 30.00 ), by check to the order of The South Carolina National Bank, Greenville, South Carolina, Trustee in advance on or before the first day of each such month. Rent for any period less than a calendar month shall be prorated.

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4. Within thirty (30) days after the date of this lease, Lessor shall obtain, at Lessor's expense, and submit to Shell evidence of Lessor's title to the premises (as defined in article 11), for examination by Shell's attorneys. Promptly upon notice from Shell, Lessor shall clear the title of all liens, encumbrances, restrictions and other defects, and make the title satisfactory to Shell's attorneys. If Lessor fails to submit such evidence of title or to so clear the title and make it satisfactory, Shell may obtain the same and/or clear the title and charge to Lessor the cost thereof, or terminate this lease by giving Lessor at least ten (10) days' notice.

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