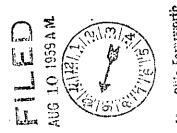
1959, between J. A. FOSTER of Belmont Avenue in Greenville, South Carolina (herein called "Lessor", whether one or March 13 more), and SHELL OIL COMPANY, a Delaware corporation with offices at 2000 Fulton National Bank Building, in Atlanta, Georgia (herein called "Shell"),

## WITNESSETH:

1. Lessor hereby leases to Shell, and Shell hereby leases from Lessor, the following described land, situated on White Horse Road, County of Greenville, State of South Carolina:

All that lot of land, situate on the Northeast side of White Horse Road (also known as S. C. Highway No. 250) near the City of Greenville, in Gantt, Township, Greenville County, South Carolina, being shown as all of Lot 6 and the southerly half of Lot 7 on Plat of Property of Jack K. Wherry and C. L. Miller, made by Pickell & Pickell Engineers, dated September, 1957, revised August, 1958, recorded in the R.M.C. office for Greenville County, S. C., in Plat Book "KK", page 109.

The above described property fronts 150 feet on White Horse Road and has a uniform depth of 400 feet between parallel lines and is the southerly one half of the property conveyed to J. A. Foster, his heirs and assigns, by deed from Clyde L. Miller, individually and as Trustee, dated October 17, 1958, recorded in said R.M.C. office in Deed Book 608, page 465.



80 900

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 a bulk storage depot on the premises, as provided in Article 4, and shall end on the last day of the one hundred forty fourth (144th) 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. Shell may terminate this lease at any time by giving Lessor at least ninety (90) days' notice and by paying Lessor, as consideration therefor, the sum set forth in Article 15 hereof.
  - 3. Shell shall pay, as rent for each calendar month during the term of this lease, the sum of one hundred seventy-five and no/100 dollars (\$175.00), by check to the order of J. A. Foster, P. O. Box 1636, Greenville, S. C., in advance on or before the first day of each month. Rent for any period less than a calendar month shall be prorated.
  - 4. Lessor shall, at Lessor's expense: (a) obtain from the proper public authorities all licenses and permits necessary to authorize the construction and operation on the premises of a bulk storage depot, as hereinafter provided; and (b) construct on the premises a bulk storage depot, including the buildings, improvements and equipment described in Exhibit A hereof, in accordance with plans and specifications approved by Shell, at a cost of not less than Eleven Thousand Seven Hundred and Twenty-Three Dollars (\$11,723.00) nor more than Nineteen Thousand Nine Hundred Thirty-Seven Dollars (\$19,937.00), in a good and workmanlike manner satisfactory to Shell and to all public authorities whose approval is required. Promptly upon the completion of said construction, Lessor shall deliver to Shell a sworn statement of the total cost thereof and such supporting evidence of such cost and its full payment as Shell may require. If Lessor fails (1) diligently to endeavor to obtain such licenses and

