

CLLIE FARNSWORTH  
S.M.C.  
**MEMORANDUM OF LEASE**

For Terms of Lease See Attachment  
Book 29 Page 39

THIS IS A LEASE, dated February 10, 1967, between Carolina Rentals, Inc.

of 1001 Lawyer's Building  
301 E. North St. in Greenville, South Carolina, 29601  
(herein called "Lessor", whether one or more), and SHELL OIL COMPANY, a Delaware corporation  
with offices at 230 Peachtree St., N. W. in Atlanta, Georgia, 30303  
(herein called "Shell"):

LESSOR has leased and hereby leases to Shell the following described land situated at Wade Hampton Boulevard and Armsdale Lane near Greenville, County of Greenville, State of South Carolina

All that certain piece, parcel or lot of land, situate, lying and being at the Southern corner of the intersection of Armsdale Lane with U. S. Highway 29 (Wade Hampton Boulevard) in the County of Greenville and State of South Carolina and as shown on plat of survey prepared for Shell Oil Company by Piedmont Engineers and Architects, dated February 7, 1967, is more fully described as follows: Commencing at the southern corner of the intersection of Armsdale Lane with U. S. Highway 29 and running thence S. 46-54 E. along the southwestern side of Armsdale Lane 125 feet to a point; thence turning and running S. 74-07 W. along the boundary line of property of Carolina Rentals, Inc. 29.2 feet to a point; thence running S. 43-06 W., along the boundary line of property of Carolina Rentals, Inc. 138.28 feet to a point; thence turning and running N. 46-54 W. along the boundary line of property of Shealy, 110 feet to a point on the southeastern side of U. S. Highway 29; thence turning and running N. 43-06 E. along the southeastern side of U. S. Highway 29, 163.28 feet to the point of beginning.

The property above specifically described is immediately adjacent, adjoining and contiguous to the southeastern boundary of U. S. Highway 29 and the southwestern boundary of Armsdale Lane without any gap or gaps or any intervening space or spaces whatsoever between the northwestern and southwestern boundary lines thereof and the southeastern right-of-way line of U. S. Highway 29 and the southwestern right-of-way of Armsdale Lane.

together with all rights, privileges and appurtenances thereto (and which, with the land, are herein collectively called "premises"); for a primary term beginning on the 15th day of June, 1967, and ending fifteen (15) years after the date of completion of Shell's construction of an automobile service station on the premises, but not later than fifteen (15) years and One Hundred Eighty (180) days after such beginning date; with options in Shell to extend for three (3) additional period(s) of five (5) year(s) each, by giving notice at least forty-five (45) days prior to the expiration of the primary term or the then-current extension period, as the case may be; with certain options in Shell to terminate the same; with certain options in Shell to purchase the land; and upon all the other covenants and conditions of the Lease between Lessor and Shell of even date herewith, which is in Shell's files at its offices hereinbefore identified, and is by this reference incorporated herein and made part hereof.

EXECUTED as of the date first herein written.

Witnesses to execution by Lessor:

*N. E. Taylor*  
*William J. Jones*

CAROLINA RENTALS, INC.

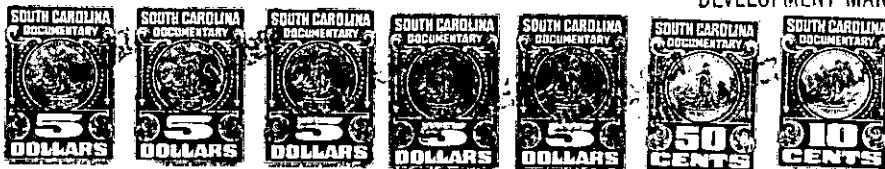
*Jack L. Shaw* (Seal)  
President  
*Norma Gene Shaw* (Seal)  
Secretary

Witnesses to execution by Shell:

*H. P. Rudolph*  
*B. W. Buggs*

SHELL OIL COMPANY

By *R. J. Hubert*  
REGIONAL REAL ESTATE AND DEVELOPMENT MANAGER



(Append Lessor's acknowledgment and, if the Lease is a sublease, Owner's Consent and Agreement.)

See Acknowledgment Sublease Agreement See Book 821 Page 521