

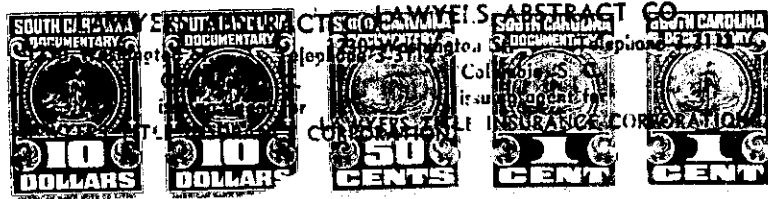
LEASE

THIS LEASE, dated July 13, 1954, between J. T. KLUTZ and SHELL L. KLUTZ, his Wife of Galphin Drive in Greenville, 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 New Buncombe Road & Hammett Street in Greenville, County of Greenville, State of South Carolina:

legally described as follows: lots 2, 3, and 4, and also lots 1 and 19 of that parcel of land appearing on Plat of Clarence Goldsmith Estate, recorded in Plat Book H, Page 148, in R. L. C. Office for Greenville County, the said lots, collectively, being bounded on the west by New Buncombe Road, on the northwest by Hammett Street, on the northeast and east by property now or formerly of Estate of Will Butler and also that of Sadie Butler, on the southeast and southwest by Earnhardt Street; said lots 2, 3, and 4 being the same property conveyed to J. T. Klutz by Deed dated October 28, 1937, and recorded in Deed Book 200 at Page 293 in the R. L. C. Office for Greenville County, and the said lots 1 and 19 being the same property conveyed to J. T. Klutz by Deed dated August 14, 1939, and recorded in Deed Book 213 at Page 164 in said R. L. C. Office for Greenville County



Handwritten initials: JTK, EMTK, and HOK.

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 eightieth (180th) 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) year(s), 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. If Shell does not exercise its 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 any subsequent year, by giving the other at least thirty (30) days' notice.

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3. Shell shall pay, as rent for each calendar month during the term of this lease, the sum of two hundred eighty five and 00/100 Dollars (\$ 285.00 ), by check to the order of J. T. Klutz, in advance on or before the first day of each such 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 of the premises of an automobile service station (including the removal of existing structures, if required), as hereinafter provided; and (b) construct on the premises an automobile service station, including the buildings, improvements and equipment described in Exhibit A hereof, in accordance with plans and specifications approved by Shell, at

For Termination Agreement See Deed Book 839 Page 415.

See Deed Book 532 Page 107. For Agreement Supplementing Lease