



LEASE

BOOK 585 PAGE 501

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THIS LEASE, dated August 7, 1957, between ALVIN F. BATSON & KATHRYN F. BATSON, his wife of 1007 N. Main Street 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, situated at U. S. Hwy. 276 & Quarry Road in Travelers Rest, County of Greenville, State of South Carolina :

*A. F. B.*

*H.A.S.*

All that piece, parcel or lot of land in Bates Township, Greenville County, State of South Carolina, at the Northern corner of U. S. Highway #276 and Quarry Road, and, according to a Plat made by Terry T. Dill, is described as follows:

BEGINNING at a stake at the Northern corner of U. S. Highway #276 and Quarry Road, and running thence with the Northwestern side of Quarry Road, N. 22-08 E. 214.5 feet to a stake; thence N. 23-34 W. 42 feet to a stake; thence S. 72-00 W. 150 feet to a stake on the right-of-way of U. S. Highway #276; thence with the Northeastern side of said Highway, S. 23-34 E. 207 1/2 feet to the beginning corner.

Being a portion of the property conveyed to Alvin F. Batson by Deed recorded in Deed Book 581, at page 487, R.M.C. Office 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 five ( 5 ) additional period(s) of one ( 1 ) 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 One Hundred Thirty & 00/100 Dollars (\$ 130.00 ), by check to the order of Alvin F. Batson, 1007 N. Main St., Greenville, S. C., 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 on 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

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