PYLE & PYLE
ATTORNEYS



LEASE

THIS IS A LEASE, dated March 17

, 19 64 , between

ALVIN F. BATSON

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"):

1. DEMISE. Lessor hereby leases to Shell, and Shell hereby leases from Lessor, the following described land situated at 206 N. Poinsett Highway

in Travelers Rest

, County of Greenville

, State of South Carolina

together with all rights, privileges and appurtenances thereto, and all of Lessor's buildings, improvements, equipment and other property now or hereafter located thereon, including those described in Exhibit A hereof (and which, with the land, are herein collectively called "premises").

2. TERM. The primary term of this Lease shall be fifteen (15) years beginning on the 1st day of August, 1964. Shell shall have options to extend this Lease for None (-O-) additional period(s) of (-O-) year(s) each, on the same covenants and conditions as herein provided, any one or more of which options Shell may exercise by giving Lessor 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. If Shell does not have or does not exercise any then-current option to extend, this Lease 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 primary term or the then-current extension period or any subsequent year, by giving the other at least thirty (30) days' notice.

3. RENT. Shell shall pay, as rent for each calendar month, the sum of One Hundred Thirty-Nine & 90/100 Dollars (\$ 139.90 ), by check to the order of Alvin F.
Batson, 1007 N. Main Street, Greenville, South Carolina

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. USE OF PREMISES. Shell shall have the rights, at Shell's expense: to use the premises for any lawful purpose; to paint all or any part of the premises in colors of Shell's selection; to make any alterations that Shell may desire in the premises; and to construct and install on the premises; and alter, any additional buildings, improvements and equipment (including advertising signs and billboards) that Shell may desire. Lessor shall remove from the premises any of Lessor's equipment that Shell elects to replace with its own equipment.
- 5. TAXES—LIENS. Lessor shall pay all taxes, assessments and other charges on the premises, excepting taxes on Shell's property on the premises, and license, utilities and other such charges incurred by Shell's use of or operations on the premises. If Lessor defaults at any time in any such payment or in the performance of the obligations of any mortgage or other lien affecting the premises, Shell may remedy such default, in whole or in part, charge to Lessor all costs incurred thereby, and be subrogated to the rights of the holder of such mortgage or other lien.

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