



THIS LEASE, made this 18th day of August in the year one thousand nine hundred and thirty-seven between Mrs. Bertha E. Batson & J. H. Batson, husband, of RFD # 5, Greenville, South Carolina,

hereinafter referred to as "LESSOR", and THE AMERICAN OIL COMPANY, a corporation duly organized under the laws of the State of Maryland, hereinafter referred to as "LESSEE";

1. WITNESSETH: that LESSOR, in consideration of the rent hereinafter expressed to be paid, doth hereby demise and lease unto LESSEE, its successors and assigns, the property situate, lying and being in Greenville County, S. C., and more particularly described as follows:—

Handwritten notes: E. A. Smythe

Situate one and three-tenths miles south of the City limit of Greenville on the east side of U. S. Highway #29 (twenty-nine) - designated as lot number three as shown on plat by Dalton & Nevis recorded in the office of REC for Greenville County; beginning at the junction point of lots number three and four, thence seventy-five (75) feet S 58-46 E to a point in the line; thence approximately 160 feet N 70-42 E to a point in the east line of the property; thence 75 feet N 55-32 W to the northeast corner on U. S. Highway #29; thence 160 feet S 70-42 W to the beginning point; said plat referred to above being recorded in Plat Book "D" at page 170, and the property being a part of that formerly owned by E. A. Smythe, et al.

APPROVED		
1st.	2nd.	3rd.
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
DATE		DATE

(The property above described being shown outlined in red on the attached blueprint).

2. TOGETHER WITH all buildings and improvements thereon, and all rights, alleys, ways and appurtenances thereunto belonging or in anywise appertaining; and together with all LESSOR'S right, title and interest in and to all sidewalks, alleys and street spaces abutting the demised premises.

3. TO HAVE AND TO HOLD the aforesaid premises unto LESSEE, its successors and assigns, subject to the provisions of this lease, for the term of **Two Years** beginning on the **1st** day of **September** 1937, and ending on the **31st** day of **August** 1939;

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4. The said LESSEE, its successors or assigns, yielding and paying unto the said LESSOR as rental on or about the **fifteenth day of each month, an amount equivalent to one and one-half (1 1/2) cents per gallon on each gallon of LESSEE'S gasoline and /or motor fuel sold during the preceeding calendar month, from said premises, by LESSEE, its agents or assigns, to the consuming trade. The rent amount of rent payable may, at the option of LESSEE, be determined by actual inventory, or by using the quantities of gasoline and /or motor fuel actually delivered to the premises by LESSEE'S tank wagons during the particular month.**

it being understood and agreed, however, that said rent hereunder shall not begin until ninety (90) days after LESSEE shall have secured and accepted the licenses, permits and franchises hereinafter referred to, and shall have been given actual possession of the demised premises as hereinafter provided, whichever shall last occur. (If the LESSOR, by the terms of this agreement, is required to erect a service station upon the demised premises, rental hereunder shall not begin or accrue until such service station shall have been fully completed ready for operation and actual possession thereof delivered to the LESSEE.)

AND THE PARTIES HERETO do further covenant and agree together as follows:

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5. LESSEE shall have the following options to renew this lease at the rental hereinafter mentioned, viz.:

(a) An option to renew this lease for a further term of **three (3)** years next succeeding the term of this lease, at a rental during such renewal term of **at the same rental as stipulated for the original term hereof**

(b) A further option to renew this lease for a further term of **No Option** years next succeeding the expiration of the first renewal period above mentioned, at a rental during such second renewal term of

(c) A further option to renew this lease for a further term of **No Option** years next succeeding the expiration of the second renewal period above mentioned, at a rental during such third renewal term of

it being agreed that in the event of the exercise by LESSEE of said renewal options or any thereof, all covenants, terms, conditions and provisions of this lease shall remain in full force and effect; it being further understood and agreed that in the event LESSEE shall elect to exercise said options of renewal or any thereof it shall do so by written notice thereof to LESSOR not less than thirty days prior to the expiration of the then current term.

[Handwritten mark]