

## AMENDMENT OF LEASE AGREEMENT

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE.

THIS AGREEMENT entered into this 29 day of April 1943 by and between Guy B. Foster of State and County aforesaid, hereinafter referred to as the Lessor, and GULF OIL CORPORATION, a Pennsylvania Corporation, hereinafter referred to as the Lessee, WITNESSETH:

- 1 -

WHEREAS, by Lease Agreement dated May 26, 1938 and recorded on August 26, 1938 in Deed Book 205, Page 268, in the Office of the Register of Mesne Conveyances for Greenville County, South Carolina, the Lessor leased unto the Lessee certain premises situate at the intersection of East McBee and McDaniel Avenues, in the Town of Greenville, State and County aforesaid which premises or more fully described therein; and,

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WHEREAS said lease is for a term of five (5) years effective June 15, 1938, ending June 14, 1943 and is automatically extended from year to year thereafter for a full term of five years ending June 14, 1948, unless sooner terminated by Lessee upon written notice to the Lessor, given at least thirty (30) days prior to the expiration of any yearly term, and

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WHEREAS, said Lease Agreement provided for a rental of Seventy-five Dollars (\$75.00) per month, plus one cent (1¢) per gallon on total deliveries of Gulf Motor Fuel to the premises in excess of seventy-five hundred (7500) gallons per month, and

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WHEREAS by mutual agreement between the parties it is desired to extend said lease for a further term of one (1) year effective June 15, 1943, ending June 14, 1944 and for the term of said extension to reduce the monthly rental to Fifty-Five Dollars (\$55.00) per month, plus one cent (1¢) per gallon on total deliveries of Gulf Motor Fuel to the premises in excess of Fifty-five Hundred (5500) gallons per month;

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NOW THIS AGREEMENT WITNESSETH THAT said lease is herewith extended for a further term of one (1) year effective June 15, 1943, ending June 14, 1944 and in lieu of the rental as provided in paragraph five (5) of said Lease Agreement dated May 26, 1938, the monthly rental for the one (1) year term commencing June 15, 1943 shall be Fifty-Five Dollars (\$55.00) per month, plus one cent (1¢) per gallon in excess of Fifty-Five Hundred (5500) gallons per month delivered to said premises.

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Except as herein amended, the terms and covenants contained in said lease agreement dated May 26, 1938 shall remain as written and upon the expiration of the one (1) year term, ending June 14, 1944 the monthly rental shall revert to Seventy-Five Dollars (\$75.00) per month, plus one cent (1¢) per gallon on total deliveries to the premises in excess of Seventy-Five Hundred (7500) gallons per month unless other wise agreed upon by the parties hereto.

Witness our hands and seals in triplicate this 29 day of April, 1943.

Signed and sealed in the presence of:

Carolyn Webb

S. J. Usher

Guy B. Foster (SEAL)

Signed and sealed in the presence of:

H. J. Barchfeld

L. B. Bartholow

Gulf Oil Corporation

BY: U. V. Hartmann

Vice President

Attest: O. G. Cramer

Asst. Secretary.



State of South Carolina,  
County of Greenville.

Personally appeared before me, the undersigned authority, S. J. Usher, who being duly sworn, says that he saw Guy B. Foster, sign, seal, and as his act and deed deliver the foregoing instrument for the purposes therein mentioned, and that he with Carolyn Webb, witnessed the execution of same.

Sworn to before me this 3rd day of May, 1943.

J. L. Smith

S. J. Usher.

Notary Public: My commission expires: My commission expires at the pleasure of the governor.

