

THIS AGREEMENT, made this 15th day of July, 1952, by and between I. D. HIGGINS of 213 Calhoun Street, in Anderson, County of Anderson, State of South Carolina, herein called Lessor, and SHELL OIL COMPANY, a Delaware Corporation with offices at 109 W. 22nd Street, in Baltimore 18, Maryland, herein called Shell,

WITNESSETH:

WHEREAS, by an instrument of lease dated January 31, 1951, and recorded in Book 432, Page 423, of the records in the office of Register of Deeds for Anderson County, South Carolina, Lessor leased to Shell the premises situated at the intersection of U. S. Highway 29 and Greenville Street, in the town of Piedmont, County of Greenville, State of South Carolina, and fully described in said lease; and,

WHEREAS, Lessor and Shell desire to amend said lease in the particulars hereinafter set forth;

IN WITNESS WHEREOF, in consideration of the mutual promises hereinafter expressed and of one dollar (\$1.00) paid to Lessor, receipt whereof is hereby acknowledged, Lessor and Shell hereby agree as follows:

1. Article Third of said lease is hereby amended to read and provide as follows: "AND, Shell shall have options to extend the term of this lease successively for five (5) additional periods of one (1) year each, upon the same terms and conditions as herein provided. Shell may exercise each of said options to extend by giving written notice to Lessor of such exercise at least thirty days prior to the expiration of the then-current term."

2. Effective on and after August 1, 1952, throughout the remainder of the original term and any extensions thereof, Article Second of said lease shall be and is hereby amended to read and provide as follows, in lieu of the provisions of said Article Second which are hereby superseded:

"SUCID. Shell shall pay, as rent for the leased premises, a sum equal to one cent (1¢) for each gallon of gasoline sold upon the leased premises by Shell or its sublessee or licensee during each calendar month during the term of this lease, payable, in cash to, or by check to the order of I. D. Higgins, or on behalf of the fifteenth day of the succeeding calendar month; provided, however, that the rent for any calendar month shall not, in any event, be less than Sixty dollars (\$60.00) or more than one hundred fifty dollars (\$150.00)."

3. Lessor shall, at Lessor's expense: (a) obtain all necessary permits and licenses; and (b) relocate and modernize or rebuild the service station office and restrooms now located on the leased premises, in accordance with plans and specifications approved by Shell. Upon completion of such work by Lessor Shell shall pay to Lessor the cost to Lessor of performing said work, or the sum of Three Thousand Five Hundred Dollars (\$3,500.00), whichever amount shall be the less. *DWSB* *MMBK*

4. Said lease between Lessor and Shell, as hereby amended, is, in each and every particular, hereby confirmed and continued.

5. This Agreement shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors and assigns of Lessor, and the successors and assigns of Shell.

IN WITNESS WHEREOF, this instrument is executed as a sealed instrument on this day and year first above written.

Signed, sealed and delivered by Lessor in the presence of:

I. D. Higgins
[Signature]

Witnessed for Shell in the presence of:

[Signature]
[Signature]

[Signature]
"SUCID."

SHELL OIL COMPANY
By: *[Signature]*
Division Manager *DWSB*