

APR 26 9 11 AM '57  
OLLIE FARNSWORTH  
R.M.C. OFFICE  
APR 26 1957

BOOK 575 PAGE 449

9965

A G R E E M E N T

THIS AGREEMENT, Made this 15<sup>th</sup> day of April, 1957, by and between L. M. DAVENPORT and DOROTHEE B. DAVENPORT, his Wife, hereinafter referred to as "LESSOR", and THE AMERICAN OIL COMPANY, a Maryland corporation, hereinafter referred to as "LESSEE";

W I T N E S S E T H:

IN consideration of the mutual covenants hereinafter set forth, the parties hereto, LESSOR and LESSEE, do hereby agree that that certain lease dated the first day of April, 1952, and recorded in Deed Book 457, page 522, in R.M.C. Office, Greenville County, State of South Carolina, between LESSOR and LESSEE, covering the premises therein more particularly described, situate on the northwest corner of North Main Street and Springwood Avenue, Greenville, South Carolina, be and the same is hereby amended as follows:

1. Said lease is hereby renewed and extended for a further term of five years beginning on the first day of August, 1957, and ending on the thirty-first day of July, 1962, at a rental during such renewal term of Three Hundred Fifty Dollars (\$350.00) per month, payable on the first day of each month in advance.

2. Lessee shall have a further option to renew and extend said lease for a further period of five years, beginning on first day of August, 1962, and ending on the thirty-first day of July, 1967, at a rental during such renewal term of Three Hundred Fifty Dollars (\$350.00) per month, payable on the first day of each month in advance.

3. LESSOR, in consideration of this agreement, hereby grants to LESSEE the option to purchase the demised premises, together with all buildings, improvements and equipment of LESSOR thereon (including any and all buildings and improvements which LESSOR may erect upon the demised premises) at any time during the term of said lease as hereby extended or as extended pursuant to paragraph 2 of this agreement, for the sum of Fifty-Two Thousand Dollars (\$52,000.00), in fee simple. In the event any part of the demised premises shall be condemned or otherwise acquired by governmental authority, or through the exercise of the right of eminent domain, and any award to or settlement is made with LESSOR therefor, then the purchase price under this purchase option shall be reduced by a sum equivalent to the amount of such award or settlement. It is also understood and agreed that subparagraph (b) of paragraph 6 and the remainder of paragraph 6 of said lease dated April 1, 1952, as therein set forth shall be applicable during the aforementioned extensions of said lease.

4. Except as hereinabove modified, the parties hereto do hereby ratify and confirm all terms, provisions, conditions and options as contained in said lease.

IN WITNESS WHEREOF, the parties hereto have duly signed these presents and affixed their respective seals the day and year first above written.

Witness:

L. V. Daniel

[Signature]

Witness:

Esther S. Capelatro  
Louis R. Pia

L. M. Davenport  
Dorothee B. Davenport (SEAL)

[Signature] (SEAL)

THE AMERICAN OIL COMPANY

By [Signature] (SEAL)

Attest: [Signature] GENERAL MANAGER SALES

(Continued on Next Page)

Assistant Secretary

*L.M.D.*  
*D.B.D.*  
*[Signature]*  
12/3/57

*L.M.D.*  
*D.B.D.*  
*[Signature]*  
12/3/57

*L.M.D.*  
*D.B.D.*  
*[Signature]*  
12/3/57

*L.M.D.*  
*D.B.D.*  
*[Signature]*  
12/3/57

*L.M.D.*  
*D.B.D.*  
*[Signature]*  
12/3/57

*L.M.D.*  
*D.B.D.*  
*[Signature]*  
12/3/57

*L.M.D.*  
*D.B.D.*  
*[Signature]*  
12/3/57