

2.00 APR 5 1967
FILED
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Mrs. Ollie Farnsworth
R. M. C.

23919

AGREEMENT AMENDING LEASE

THIS AGREEMENT, dated September 23, 1966, between SHERWOOD, INC. of 294 S. Pleasantburg Dr., in Greenville, South Carolina, (herein called 'Lessor'), and SHELL OIL COMPANY, a Delaware corporation with offices at 230 Peachtree St., N. W., in Atlanta, Georgia, (herein called 'Shell').

WITNESSETH:

WHEREAS, by lease dated May 2, 1955, Lessor leased to Shell premises located at N/E Corner Pleasantburg Dr. & LeGrand Blvd., in Greenville, County of Greenville, State of South Carolina, which lease is recorded in Deed Book 540, Page 263 in the office of R.M.C. of Greenville County, State of South Carolina.

NOW THEREFORE, Lessor and Shell hereby agree as follows:

1. Shell shall have the option to extend the lease for 3 periods of five (5) years each, in addition to Shell's option to extend the lease as provided in Article 2 thereof, on the same terms and conditions as provided in the lease, except that, during such additional period or periods Shell shall pay rent as follows: 1st Period: The rent shall be a sum equal to one and one-quarter cents (1¼¢) for each gallon of gasoline delivered to the premises during such month, as shown by Shell's records, but not less than Four Hundred Dollars (\$400.00) for any such month. 2nd Period: The rent shall be a sum equal to one and one-quarter cents (1¼¢) for each gallon of gasoline delivered to the premises during such month, as shown by Shell's records but not less than Four Hundred Fifty Dollars (\$450.00) for any such month. 3rd Period: The rent shall be a sum equal to one and one quarter cents (1¼¢) for each gallon of gasoline delivered to the premises during such month, as shown by Shell's records, but not less than Five Hundred Dollars (\$500.00) for any such month. Shell may exercise each or all of the options to extend by notifying Lessor of such exercise, as provided in the lease at least thirty (30) days prior to the expiration of the then current term.

2. Effective on and after January 1, 1967, Articles 3, 6, and 7, of the lease are respectively amended to read and provide as follows:

Shell shall pay, as rent for each calendar month during the term of this lease, a sum equal to one and one-quarter cent(s) (1¼¢) for each gallon of gasoline delivered to the premises during such month, as shown by Shell's records, but not less than Three Hundred Fifty and no/100 Dollars (\$350.00) nor more than Five Hundred Seventy Five Dollars (\$575.00) for any such month; payable by check to the order of SHERWOOD, INC., on or before the fifteenth day of the following calendar month.

Shell shall pay (a) all general taxes on the premises which are allocable to the term of this lease and the bills for which have been presented to Shell, and (b) all 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; and Lessor shall pay all other taxes, assessments and charges on the premises. Shell shall have the right to contest, in its and/or Lessor's name, any levy of or assessment for general taxes. If Lessor defaults, at any time, in any payment which Lessor is obligated to make under this Article, 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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