

8...The following new Section 38. is hereby inserted in said Lease Agreement:

"38. Landlord hereby grants Tenant the right to construct and operate at any time during the term of this Lease or any extension thereof a gasoline station facility on that certain parcel of land having dimensions of 89' x 112' and labelled 'GRANT GAS' on said Exhibit 'B'. Upon Tenant's request Landlord shall demise to Tenant (by a separate lease, hereinafter called the 'Gas Lease') said GRANT GAS parcel, free of rent except that: (i) gross sales (less all taxes whatsoever imposed) made from said GRANT GAS parcel shall be added to gross sales (as defined in Section 4.(b) of this Lease Agreement) and (ii) Tenant shall pay to Landlord, as additional rent, during the term of the Gas Lease all general real estate taxes levied against said GRANT GAS parcel and any improvements thereon. The expiration date of the initial term of said Gas Lease shall be coterminous with the expiration date of the initial term of this Lease and said Gas Lease shall contain the same options to extend the term as are contained in this Lease. Said Gas Lease shall be cancelable by Tenant upon thirty (30) days prior written notice to Landlord. Landlord agrees, without cost to Landlord, that Tenant may connect the improvements on said GRANT GAS parcel to all utility and sewer lines now or hereafter available in GRANT PLAZA, it being understood that Tenant shall pay for all utilities consumed by Tenant on said GRANT GAS parcel and that all said utilities shall be separately metered to said GRANT GAS parcel. Landlord further agrees, without cost to Landlord, to fully cooperate with Tenant to enable Tenant to construct and operate said gasoline station facility including but not limited to joining in the application for any required permits, if necessary, and executing all documents reasonably necessary to implement the intent of this Section 38."

9...Except as hereby amended, said Lease and Lease Agreement dated July 2, 1970, shall continue in full force and effect.

10...This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective legal representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in triplicate, as of the day and year first above written. Rga

WITNESSES:

Robert B. Semmes  
Robert B. Semmes  
As to the Landlord.

INVESTMENTS DIVERSIFIED LIMITED

BY: Stanley G. Tate  
BY: Edward L. Denison

WITNESSES:

John F. ...  
Betty W. ...  
As to the Tenant.

W. T. GRANT COMPANY

BY: [Signature] Vice President  
ATTEST: [Signature] Secretary

Rga  
11/1/71