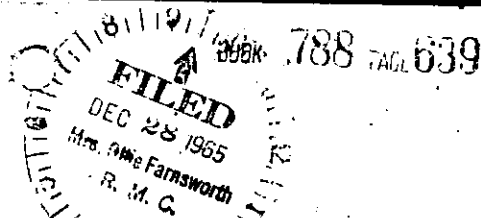


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AGREEMENT AMENDING LEASE

This Agreement, dated March 23, 1965, between Clyde C. Jones and Sara V. Jones, his Wife, of E. North Street Extension, Greenville, South Carolina (herein called "Lessor"), and Shell Oil Company, a Delaware Corporation with offices at 2000 Fulton National Bank Building in Atlanta, Georgia (herein called "Shell"),

WITNESSETH:

WHEREAS, by Lease, dated October 19, 1955, Lessor leased to Shell premises located at S. C. Hwy #291 and E. North Street Extension in the City of Greenville, County of Greenville, State of South Carolina, which Lease is recorded in Volume 556, Page 93, in the R.M.C. Office for Greenville County, South Carolina.

NOW THEREFORE, Lessor and Shell agree as follows:

1. Shell shall have the option to extend the Lease for one (1) period of five (5) years, 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. Shell may exercise each or all of the options to extend by notifying Lessor of such exercise, as provided in the Lease, at least Forty-Five (45) days prior to the expiration of the then current term.

2. Effective on and after April 1, 1965, Article 7 of the Lease is respectively amended to read and provide as follows:

Shell shall maintain the premises in reasonable good repair to such extent as will place said premises in a condition suitable for the operation thereon and therein of an automobile service station, and except that Lessor shall repair or replace any of the leased buildings, improvements and equipment damaged or destroyed by any peril covered by a standard fire insurance policy (whether or not caused by Shell's negligence).

If the buildings or improvements situate on said premises are damaged or destroyed and Lessor under this agreement shall be obligated to repair or restore the same, he shall commence making said repairs or replacements within five days after Shell gives notice requesting Lessor to do so or if Lessor fails to complete the same promptly, taking into consideration a availability of labor and material, Shell may make such repairs or replacements and charge the costs thereof to the Lessor.

If the premises are rendered wholly unfit for occupancy as the result of any damage or destruction which under this agreement Lessor is obligated to repair or replace, the rent hereunder shall abate until the premises are restored to their former condition, but if said premises are only partially unfit for occupancy as the result of any damage or destruction which under this agreement Lessor is obligated to repair or replace, the rent shall abate in proportion to the part of the premises that are rendered unfit for use by Shell.

3. It is agreed that if and when city sewerage becomes available for use at the service station premises, Shell will pay all fees and costs involved in joining to the city sewerage system. More specifically, Shell will pay the cost of connecting fees, cost of pipe to the sewer line and contractor's fees.

4. Shell agrees to pay any increase of taxes that directly result from any additions or modernization that Shell may do now or in the future to the leased premises.

The Lease, as hereby and heretofore amended, is ratified and confirmed.

(Continued on next page)