

NOW, THEREFORE, in consideration of Ten and no/100 Dollars (\$10.00) each to the other in hand paid, the receipt and sufficiency of which are hereby mutually acknowledged, and in further consideration of the covenants herein contained to be performed by Lessor, Lessor and Exxon mutually agree as follows:

1. Said Lease is hereby amended by striking in its entirety the metes and bounds property description set out on page one of said Lease, appearing opposite and below the marginal heading captioned "Description," and substituting therefor the following:

John
 Beginning at an iron pin on the western right-of-way line of U.S. Hwy. #276; said point being 530 feet northerly from Evening Way; run thence South 88°12' West for a distance of 200.0 feet to a point, thence North 18°14' West for a distance of 168.0 feet to a point designated by an iron pin, thence run North 79°03' East for a distance of 193.5 feet to a point on the westerly line of said U.S. Hwy. #276 designated by an iron pipe; thence along said westerly line of said U.S. Hwy. #276 South 18°14' East for a distance of 200.0 feet to a point designated by an iron pin; said point being POINT OF BEGINNING.

2. Lessor agrees to indemnify and hold harmless Exxon from and against any cost, expense, injury, or loss incurred by Exxon as a result of the development or improvement by Lessor, its employees, agents, representatives, heirs, and assigns of Lessor's property adjacent to the demised premises including, but not by way of limitation, any change in the current grade differential between the demised premises and Lessor's property adjacent thereto.

3. Lessor further agrees for itself, its employees, agents, representatives, heirs, and assign, to a 40 foot setback restriction on its property adjacent to the demised premises for the duration of the term of said lease and any renewal thereof. Lessor will not construct, or permit to be constructed, any buildings, signs, structures, fixtures, or other improvements within 40 feet of any current street, road, or highway right of way bordering Lessor's said property, except that Lessor may construct curbing and paving improvements on its said property consistent with similar such improvements located upon surrounding property.

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