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BOOK 789 PAGE 78

SUPPLEMENTAL AGREEMENT TO LEASE

CLERK OF COURT

THIS AGREEMENT, made this 3 of NOVEMBER, 1965, by and between Lydia P. Martin and J. Robert Martin, her husband, of Greenville, South Carolina, hereinafter referred to as LESSOR, and The American Oil Company, a Maryland corporation, hereinafter referred to as LESSEE:

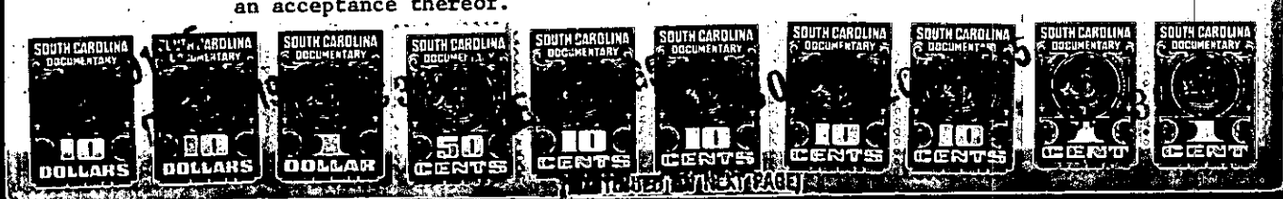
W I T N E S S E T H

WHEREAS, LESSOR heretofore leased to LESSEE, by a lease dated August 22, 1951, recorded in the office of the R.M.C. for Greenville, South Carolina, in Deed Book #442, at Page #477, certain property situated on U. S. Hwy. #123 (Easley Bridge Road), County of Greenville, State of South Carolina, and more fully described as follows:

BEGINNING at an iron pin in the Northerly Right-of-Way line of U.S. Highway No. 123, said beginning point being One Hundred Feet (100') Westerly from the intersection of said Right-of-Way Line with the Southerly Right-of-Way Line of an un-paved County Road; thence running in a Westerly direction and with the Northerly Right-of-Way Line of U.S. Highway No. 123, a distance of One Hundred and Fifty Feet (150') to a point; thence in a Northerly direction, a distance of Seventy-Eight Feet (78'), more or less, to a point in the Southerly Right-of-Way Line of an unpaved County Road; thence in an Easterly direction and with the said Southerly Right-of-Way Line, a distance of One Hundred and Fifty Feet (150') to an iron pin located One Hundred Feet (100') Westerly from the intersection of the said Southerly Right-of-Way Line with the Northerly Right-of-Way Line of U.S. Highway No. 123; thence in a Southerly direction, a distance of Forty-Three and Seven-Tenths Feet (43.7') to the point of BEGINNING.

Said being a portion of the parcel of land designated as Tract "B" conveyed by the South Carolina State Highway Commission to L. P. Martin by Deed dated December 30, 1949 and recorded in the R.M.C. Office for Greenville County, South Carolina in Book 399, at Page 152.

WHEREAS, LESSOR AND LESSEE desire to modify and extend said lease, now therefore in consideration of the covenants herein contained and other good and valuable consideration, it is agreed as follows:

1. LESSOR shall, at their own cost and expense, erect upon the demised premises certain improvements to the existing facilities, said improvements to be completed in accordance with plans being numbered 383 and approved by LESSOR, as evidenced by their signatures thereon, which said plans are hereby made a part hereof by reference. All licenses and permits which may be required for the purpose of installing and maintaining said improvements shall be secured from authorities by the LESSOR, and LESSOR shall, upon the signing hereof, diligently proceed with such action as may be required to secure such licenses and permits.

2. Said lease, the current term which expires November 14, 1966 is hereby extended so as to expire March 31, 1976. LESSEE agrees to pay LESSOR as rental for the demised premises during the remaining current term, if any (to November 14, 1966) and during the extended term (to March 31, 1976), a sum, payable on the fifteenth of each month, equivalent to one and one-half cents (1½¢) per gallon, on each gallon of gasoline or motor fuel delivered to said premises during the preceding calendar month by LESSEE, its sublessees or assigns, provided that said rental shall not be less than Four Hundred Fifty-Six Dollars ($456.00) per month, in lieu of rental called for under Paragraph 5 (a) of said lease, provided that the increased rental shall not begin nor shall it accrue until LESSOR shall have completed improvements to the demised premises as hereinabove provided, and LESSEE shall have made an acceptance thereof.