

FILED
GREENVILLE CO. S. C.
JUN 13 1 00 PM '72
ELIZABETH RIDDLE
R.M.C.

SUPPLEMENTAL AGREEMENT TO LEASE

THIS AGREEMENT, made this 23 day of June, 1972, by and between James P. Moore and Rose M. Moore, his wife, Otis P. Moore and Virginia T. Moore, his wife, 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 unto LESSEE, by a lease dated April 8, 1959, recorded in the Office of the R. M. C. for Greenville County, South Carolina, in Deed Book 629, at Page 509, certain property situated at the intersection of Reeves Street and Mills Avenue, in the County of Greenville, State of South Carolina, as more particularly described in said lease, and

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. LESSEE shall at its cost and expense, erect upon the demised premises certain improvements to the existing facilities consisting primarily of a bay and storage room additions, preparation for installation of a car wash, and LESSOR hereby grants LESSEE permission to make improvements, additions and structural changes to the existing facilities.
2. The term of said lease in effect as of the beginning date of increased rental as herein provided is hereby extended so as to expire the 30th day of September, 1977. LESSEE agrees to pay LESSOR as rental for the demised premises during the current term as extended, the sum of Four Hundred Fifty Dollars (\$450.00) per month, payable on the first day of each month, in advance, in lieu of rental called for under Paragraph 4(a) of said lease, provided, that the increased rental herein set forth shall not begin nor shall it accrue until the first day of the calendar month immediately following date LESSEE shall have completed improvements to the demised premises as hereinabove provided, or October 1, 1972, whichever shall first occur.
3. Effective as of the date improvements have been completed by LESSEE as herein provided, or October 1, 1972, whichever shall first occur, the renewal options remaining in said lease shall be null and void and in lieu thereof LESSEE is hereby granted the option of extending said lease for a total of not more than three (3) successive periods of five (5) years each, upon the same terms and conditions during the extended term herein provided. The rental to be paid by LESSEE during said extension periods shall be the sum of Five Hundred Fifty Dollars (\$550.00) per month, during the 1st five year renewal period; the sum of Six Hundred Fifty Dollars (\$650.00) per month, during the 2nd five year renewal period; the sum of Seven Hundred Dollars (\$700.00) per month, during the 3rd five year renewal period.
4. Effective as of the date improvements have been completed by LESSEE as herein provided, or October 1, 1972, whichever shall first occur, LESSEE shall pay all increase in taxes of every nature assessed against the demised premises which are directly attributable to improvements erected on the premises by LESSEE.
5. It is agreed that this agreement may be declared null and void by LESSEE, at its election, if LESSEE is denied permits to perform the improvements herein contemplated or any thereof.
6. Except as herein changed, all the terms, provisions, conditions, options and agreements contained in said lease dated the 8th day of April, 1959, by and between LESSOR and LESSEE are hereby ratified and confirmed.

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