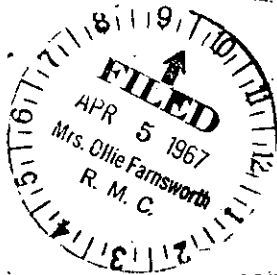


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AGREEMENT AMENDING LEASE

APR. THIS AGREEMENT, dated November 23, 1966, between Francis Realty Company, Inc., of 1618 Augusta Road, in Greenville, South Carolina, (herein called 'Lessor'), and SHELL OIL COMPANY, a Delaware corporation with offices at 230 Peachtree St., N. W., in Atlanta, Georgia (herein called 'Shell').

WITNESSETH:

WHEREAS, by lease dated January 1, 1964, Lessor leased to Shell premises located at S. C. Highway No. 291 By-pass near LeGrande Boulevard, in Greenville, County of Greenville, State of South Carolina, which lease is recorded in Deed Book 755 page 5 in the office of R.M.C. of Greenville County, State of South Carolina.

NOW THEREFORE, Lessor and Shell hereby agree as follows:

1. Shell shall have the option to extend the lease for 3 periods of five (5) years each, 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, except that, during such additional period or periods Shell shall pay rent as follows: 1st Period: The rent shall be One Hundred Fifty Dollars (\$150.00) for each calendar month. 2nd Period: The rent shall be One Hundred Seventy Five Dollars (\$175.00) for each calendar month. 3rd Period: The rent shall be Two Hundred Dollars (\$200.00) for each calendar month. Shell may exercise each or all of the options to extend by notifying Lessor of such exercise, as provided in the lease at least thirty (30) days prior to the expiration of the then current term.

2. Effective on and after January 1, 1967, Articles 3 and 6 of the lease are respectively amended to read and provide as follows:

RENT. Shell shall pay, as rent, for each calendar month during the remaining primary term of the lease, the sum of One Hundred and No/100 Dollars (\$100.00) by check to the order of Francis Realty Company, Inc., 1618 Augusta Road, Greenville, South Carolina, in advance on or before the first day of each month. Shell shall pay, as rent, for each calendar month during the six (6) one (1) year option periods referred to in Article 2 of the lease, the sum of One Hundred Twenty Five and No/100 Dollars (\$125.00) by check to the order of Francis Realty Company, Inc., 1618 Augusta Road, Greenville, South Carolina, in advance on or before the first day of each month. Rent for any period less than a calendar month shall be prorated.

TAXES. Shell shall pay (a) all general taxes on the premises which are allocable to the term of this lease and the bills for which have been presented to Shell, and (b) all taxes on Shell's property on the premises, and license, utilities and other such charges incurred by Shell's use of or operations on the premises; and Lessor shall pay all other taxes, assessments and charges on the premises. Shell shall have the right to contest, in its and/or Lessor's name, any levy of or assessment for general taxes. If

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