

GREENVILLE CO. S. MODIFICATION OF LEASE

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THIS AGREEMENT, made this 6th day of Dec, 1978, by and between CHARLES E. MCKAY and MILDRED E. MCKAY, his wife, of 564 Ocean Course Villa's, North Sea Pines Drive, Hilton Head Island, South Carolina 29928, hereinafter referred to as "Lessor", and AMOCO OIL COMPANY, a Maryland corporation, hereinafter referred to as "Lessee",

WITNESSETH:

WHEREAS, Lessor heretofore leased unto Lessee by lease dated October 11, 1949, of record in the Greenville County, South Carolina public records in Book 405, Page 521, as modified by instruments dated October 4, 1962 and October 12, 1977, of record in said public records in Book 710, Page 134 and Book 1069, Page 573, respectively, reference to said lease and to said modifications thereof being herewith made for all purposes as though fully set forth herein, and

WHEREAS, Lessee desires to cause the existing improvements to be converted to a convenience store at its sole cost and expense, and

WHEREAS the current lease, as modified, obligates Lessor to pay taxes on said improvements and to maintain same, and

WHEREAS, the current lease has but THREE (3) one (1) year renewal options remaining, and

WHEREAS, Lessee desires additional renewal options in order to make the proposed conversion, and

WHEREAS, Lessor is willing to grant said additional renewal options under certain conditions.

NOW THEREFORE, in consideration of the premises, the sum of Ten Dollars (\$10.00) in hand paid Lessor by Lessee, and other good and valuable considerations, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. In addition to the existing one (1) year renewal options, Lessee shall have the option of further extending said lease for a total of not more than two (2) successive periods of five (5) years, each, upon the same terms and conditions which were in effect during the extended current term except that rental during each five (5) year extension herein provided, if exercised, shall be the sum of Six Hundred Dollars (\$600.00) per month, payable on the first day of each month in advance. In order to exercise said options of extension Lessee shall give to Lessor a written notice of its intention so to do at least thirty (30) days prior to the expiration of the then current period, and the sending of such notice shall constitute the renewal and extension of this lease in accordance with the terms of such renewal option so exercised, without necessity of the execution of a separate renewal lease.

2. Lessee be and is hereby granted permission to cause the existing improvements to be converted to a convenience store at its sole expense.

3. In the event Lessee elects to cause said improvements to be so converted, Lessee shall, thereafter, maintain said improvements notwithstanding the provisions of Paragraph 16.

4. Effective the date said conversion is completed, Lessee shall reimburse Lessor in an amount equal to any increase in taxes attributable to said conversion.

5. Except as modified herein, the parties hereto hereby ratify and confirm all terms, conditions and options as contained in said lease dated October 11, 1949, as modified by instruments dated October 4, 1962 and October 12, 1977 to be the full and subsisting lease of the premises therein described.

IN WITNESS WHEREOF, the parties hereto have duly signed these presents and affixed their respective seals the day and year first above written.

WITNESS: [Signature] W. H. Thompson

[Signature] Charles E. McKay  
Mildred E. McKay

WITNESS: [Signature] J. W. Theis

AMOCO OIL COMPANY  
BY [Signature]

CC: [illegible]

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