

STATE OF SOUTH CAROLINA) MODIFICATION OF LEASE
) AND OPTION TO PURCHASE
 COUNTY OF GREENVILLE

THIS AGREEMENT made and entered into this 28th day of December, 1960, by and between Oscar Hodges, Jr., sometimes hereinafter designated as Lessor, and North Street Development Company, Inc., a South Carolina corporation with its principal place of business at Greenville, S. C., sometimes hereinafter designated as Lessee;

W I T N E S S E T H:

WHEREAS, by written agreement dated July 12, 1950 and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 414, page 73, Lessor did lease unto Lessee, for a term of ninety-nine (99) years, a certain lot of land located on the northerly side of East North Street, in the City of Greenville, South Carolina, said lease by reference being incorporated herewith and made a part hereof; and

WHEREAS, Lessor and Lessee have twice modified said written agreement - once by a written instrument dated February 15, 1954, not recorded, and again by written instrument dated December 13, 1956, recorded in the RMC Office for Greenville County, South Carolina in Deed Book 567, page 169, both such instruments by reference being incorporated herewith and made a part hereof; and

WHEREAS, the same parties wish to further modify one of the provisions contained in the lease agreement dated July 12, 1950.

NOW, THEREFORE, for and in consideration of the sum of Ten (\$10.00) Dollars by each party to the other in hand paid, receipt whereof is hereby acknowledged, and in further consideration of the premises herein contained, the parties hereto do agree:

That Paragraph Twenty (20) of the lease dated July 12, 1950, entitled "OPTION TO PURCHASE" provides that the Lessee is given the right and option to purchase the leased premises at any time after July 12, 1965, and prior to July 12, 1970, for the price and upon the terms therein more fully expressed. Paragraph Seven (7) of the "Modification of Lease and Option to Purchase" dated December 13, 1956, provides that the

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