

WHEREAS, said Promissory Note permits the Maker to prepay the indebtedness in part or in full without penalty but with accrued interest thereon to the date of payment provided the Maker shall give at least ninety (90) days prior written notice of its intention to do so, reference being made to said Promissory Note for the further terms and conditions thereof;

NOW, KNOW ALL MEN THAT the said MORTGAGOR in consideration of the said debt and sum of money mentioned in the said Note, and for better securing the payment of the said sum of money mentioned in the said Note, or any renewal or extension thereof, and also for and in consideration of the sum of One Dollar (\$1.00) in hand paid by the said MORTGAGEE, the receipt hereof is hereby acknowledged, it is hereby agreed between MORTGAGOR and MORTGAGEE that the Mortgage executed by SPARTAN PETROLEUM COMPANY, INC. on December 17, 1964 be extended to cover, in addition to the indebtedness described in and covered by said Mortgage, the One Hundred Thousand Dollar (\$100,000.00) loan made by MORTGAGEE to MORTGAGOR which is evidenced by the Promissory Note executed by SPARTAN bearing even date herewith.

MORTGAGOR, being obligation to ATLANTIC RICHFIELD COMPANY under an existing Note and Mortgage in the principal amount of One Million Dollars (\$1,000,000.00) which Mortgage is dated December 17, 1964 and is recorded in the following offices:

Greenville County, South Carolina, recorded December 18, 1964, Book 981, page 409,

Anderson County, South Carolina, recorded December 18, 1964, Book 479, page 499,

Richland County, South Carolina, recorded December 18, 1964, Book 537, page 548,

Pickens County, South Carolina, recorded December 18, 1964, Book 10-R, page 283,