CCRE.CTIVE AGAR. J. El.T.

THIS AGREELE.T, made this 27th day of <u>Jehuan</u>, 1953, by and between L. B. kIng of 213 Calhoun Street, in Anderson, County of Anderson, State of South Carolina, herein called "Lessor", and SHELL CIL COLPANY, a Delaware Corporation with offices at 500 milliam Oliver Building, Atlanta, Georgia, herein called "Shell"

WITLLSSETH:

Markas, by an instrument of lease dated January 31, 1951, and recorded in beed Book 432, Page 423, of the records in the office of Register Lesne Conveyance for Greenville County, South Carolina, Lessor leased to Shell the premises situated at the intersection of U.S. highway 29 and Greenville Street, in the town of Piedmont, County of Greenville, State of South Carolina, and fully described in said lease; and,

Marker Lease (and likewise recorded in said office of hegister Lesse Conveyance in Book 468, Fage 55) with respect to the modification of certain provisions of said lease; and,

July 15, 1952, in the particulars hereinafter set torth;

hod, ThemsFORE, in consideration of the mutual promises hereinster empressed and of the Dollar (ol.CC) paid to Lessor, receipt whereof is hereby acknowledged, Lessor and Shell hereby agree as follows:

(1) Article 2 of said Agreement Lending Leuse dated July 15, 1052, shall be and is hereby deemed scricken therefrom and the following article 2 substituted therefor as of the date of execution of said Agreement Amending Lease:

"Article Second of said lease shall be and is hereby amenued to read and provide as follows, in lieu of the provisions of said Article becond which are hereby superseded: SECOLD. Shell shall pay, as rent for the leased premises, a sum equal to one cent (1¢) for each gallon of gasoline sold upon the leased premises by Shell or its sublessee or licensee during each calendar month during the term of this lease, rayable, in cash to, or by check to the order of L. 3. king, on or before the fifteenth day of the succeeding calendar month; provided, however, that the rent for any calendar month shall not, in any event, be less than Sixty pollars (460.00)"

- (2) Said Agreement Amending Losse between Lessor and Shell, as hereby amended, is, in each and every particular, hereby confirmed and continued.
- (3) This Agreement shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors and assigns of Lessor, and the successors and assigns of Shell.

I. alThass and or, this instrument is executed as a sealed instrument as of the day and year first above written.

Signed, sealed and delivered by Lessor in the presence of:

Jan should

executed for shell in the presence of:

Many T. adams

... J. king (Sea

3Fach CIL Chiffein

DIVISION MANAGED