

required for the installation, maintenance, operation and service of sewer, water, gas, power and other utility lines and for driveways and approaches to all abutting highways for the use and benefit of the above described parcel of real estate and including certain property of Lessor now located thereon, or to be erected and installed thereon as more specifically described and provided for in the Article entitled "Lessor's Improvements" hereinafter set forth; and to induce Lessee to accept this lease and to exercise thereafter any purchase option, purchase refusal option or option to extend the term of this lease which may be herein contained, Lessor makes the following representations, each of which shall be construed to be material in its nature, upon which Lessee shall be entitled to rely:

(a) That the premises abut a minimum of 141.8 feet on Laurens Road and abut a minimum of 132.9 feet on Westboro Street;

(b) That the premises contain _____ square feet;

(c) That all of Lessor's property and improvements now erected and installed or to be hereafter erected or installed lie and will lie wholly within the boundaries of said above described premises

ARTICLE I (A)

CANCELLATION OF EXISTING LEASE:

For the considerations herein named, the parties hereto agree to, and by these presents, do hereby cancel and terminate effective as of midnight of the day immediately preceding the commencement of the construction of the improvements specified in Article VI of the within lease, that certain lease dated March 2, 1951, between Lullwater Syndicate, Inc., as Lessor, and Sinclair Refining Company, as Lessee, and any amendments or supplements thereto, covering substantially the real estate hereinabove described, which said lease is of record in the Office of the Clerk of Circuit Court for Greenville County, South Carolina, in Book 432, pages 161-177.

ARTICLE II.

T E R M:

TO HAVE AND TO HOLD The above rented and leased real estate, improvements, facilities, and all rights, privileges, easements and appurtenances thereunto belonging (hereinafter referred to as "premises"), for and during the term of TEN (10) YEARS to begin on a date as hereinafter specified.

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