Inc., as Lessee; and subject to all rights, easements, restrictions, reservations, and encumbrances existing or of record, and all applicable zoning laws and regulations, building laws and ordinances, encroachments, special taxes and special assessments, if any, and general property taxes for 1963 and subsequent years.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances, to the said premises belonging or in anywise appertaining.

Party of the Second Part, by accepting this Deed, covenants for itself, its successors and assigns, that said real estate will not be used by the Party of the Second Part, its successors and assigns, for the purpose of operating and conducting thereon a gasoline, oil filling and service station or a bulk plant for the storage and distribution of petroleum products at any time before the expiration of five (5) years from the date hereof.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said THE PEOPLES NATIONAL BANK OF GREENVILLE, its successors and assigns, forever.

And the said SINCLAIR REFINING COMPANY does hereby bind itself and its successors to specially warrant and forever defend all and singular the said premises unto the said THE PEOPLES NATIONAL BANK OF GREENVILLE, its successors and assigns, against the lawful claims of all persons claiming by, through, from or under it.

IN WITNESS WHEREOF the said SINCLAIR REFINING COMPANY has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its duly authorized officers on this the (6 ph) day of first, in the year of our Lord one thousand nine hundred and sixty-three and in the one hundred and eighty-seventh year of the Independence of the United States of America.

Signed, sealed and delivered in the presence of:

| D. M. Miller | D. M. MILLER | By Vice President | R. J. COTTER |
| C. L. FALCH | ATTEST:

Assistant Secretary
R.E. SCHUSTER

Page Two

(CONTINUED ON NEXT PAGE)