

A G R E E M E N T

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS the undersigned HENRY MARION LEE,

2723 Augusta Road,

Greenville, South Carolina

as Lessor, did on the 14th day of November, 19 57, execute and deliver to SINCLAIR REFINING COMPANY, a Maine corporation, as Lessee, a certain indenture of lease embracing the premises ~~located at~~ together with a supplement thereto dated February 14, 1958, embracing the premises located at Perry Road and Lee Street near the City of Greenville, Greenville County, South Carolina, more particularly described in said lease, and supplement thereto;

WHEREAS, it is specified in said lease that the term shall commence and rentals shall begin to accrue on the date said Lessor has completed the construction of the building, structures, driveways and other improvements on said premises suitable for the occupancy and operation of a service station; and

WHEREAS, said Lessor now represents unto said SINCLAIR REFINING COMPANY that said station and premises are ready for occupancy and suitable for the operation of a service station;

NOW, THEREFORE, Lessor does hereby agree to and with said SINCLAIR REFINING COMPANY that the 16th day of June, A.D. 19 58, shall be the date the term of said lease commenced and from which rentals specified in said lease began to accrue as provided therein, and Lessor agrees that said SINCLAIR REFINING COMPANY is not liable for any rental or other charges on said premises covering a period prior to the 16th day of June, A.D. 19 58.

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