

A G R E E M E N T

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS the undersigned HATTIE DAVENPORT HARDY, a widow, and JAMES S. DAVENPORT, a single man, both of #10 Williams Street, Greenville, South Carolina, and SOUTH CAROLINA NATIONAL BANK, Woodside Building, Greenville, South Carolina and James F. Davenport, as Executors and Trustees under the will of John T. Davenport, deceased

as Lessor, did on the 12th day of May, 1959, execute and deliver to SINCLAIR REFINING COMPANY, a Maine corporation, as Lessee, a certain indenture of lease embracing the premises located at Cureton Street and Augusta Road, in the City of Greenville, in Greenville County, South Carolina more particularly described in said lease; and

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 1st day of June, A.D. 1959, 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 1st day of June, A.D. 1959.

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