

required for the installation, maintenance, operation and service of sewer, water, gas, power and other utility lines and for drive-ways 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 196.6 feet on Laurens Road and abut a minimum of 90 feet on Dakota Avenue;

(b) That the premises contain approximately 17,400 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)

TERMINATION 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 beginning of the term of the within lease, that certain lease dated August 9, 1954 between WILLIAM PATTON KENNEDY, SR. and WILLIAM PATTON KENNEDY, JR., as Lessor, and SINCLAIR REFINING COMPANY, as Lessee, covering a part of the real estate hereinabove described, which said lease is of record in Deed Book 507, Page 63, RMC Office, Greenville County, South Carolina.

ARTICLE II.

TERM:

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 FIFTEEN (15) YEARS to commence on a date as hereinafter provided.

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