

ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, by a certain lease dated the Twenty-sixth day of October, 1953, and recorded in the Office of the R. M. C. for Greenville County, South Carolina, in Deed Book 488 at page 539, GREENVILLE PETROLEUM COMPANY, a South Carolina corporation, of Greenville, South Carolina, hereinafter called "Greenville", did demise and lease unto THE ATLANTIC REFINING COMPANY, certain premises SITUATE in Ward 5 of the City of Greenville, State of South Carolina, at the intersection of the southerly line of Pendleton Street and the westerly line of South Calhoun Street, as in said lease more particularly described, and upon the covenants, terms, provisions and conditions therein contained, which lease by reference thereunto is incorporated herein; and

WHEREAS, THE UNION NATIONAL BANK OF PITTSBURGH, hereinafter called "Bank", has agreed to lend to Greenville, certain moneys and accept Greenville's note as security therefor.

NOW, THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) to Greenville in hand paid, the receipt whereof is hereby acknowledged, it is herein agreed by the said Greenville, as follows:

1. That the said Greenville hereby assigns to Bank all of Greenville's right, title and interest in and to the said lease entered into between Greenville as Lessor and The Atlantic Refining Company as Lessee, dated the Twenty-sixth day of October, 1953.

2. That in order to induce Bank to make the aforesaid loan, the said Greenville covenants with Bank, as follows:

(a) That the said lease is a valid lease and is now in full force and effect.

(b) That Greenville has good right to assign the same.

(c) That Greenville will forever warrant and defend the same against any and every person, firm or corporation who or which may claim the same.

3. That the said Bank, its successors and assigns, shall have and hold the lease hereinabove referred to for the entire term mentioned in the said lease and may and shall collect and receive all rents mentioned in said lease until the said loan, which shall not be in excess of THIRTY-TWO THOUSAND