

of December, 1961, between W. R. Whitmire, W. D. Whitmire, W. E. Whitmire, T. E. Whitmire and Sarah W. Williams, individually and as all of the Heirs-at-Law of the Estate of Grace M. Whitmire, deceased, as Lessor, and The Pure Oil Company, an Ohio corporation, predecessor to UNION OIL COMPANY OF CALIFORNIA, as Lessee, covering the following parcel of land situated in the County of Greenville, State of South Carolina, to-wit:

BEGINNING at a concrete monument on the right of way of S. C. Hwy. #250, said monument being 50 feet South 21° 52' East from the intersection of the right of way of S. C. Hwy. #250 and I-85; thence North 37° 20' East 51 feet to a concrete monument on the right of way of I-85; thence along the right of way of I-85 South 83° 05' East 142.3 feet to a concrete monument on the right of way of I-85; thence South 8° 47' East 150 feet to an iron pin; thence South 84° 07' West 142 to an iron pin on the right of way of S. C. #250; thence along the right of way of S. C. Hwy. #250 North 21° 52' West 150 feet to a concrete monument and the BEGINNING corner.

said Lease Agreement being recorded in the Office of the Clerk of Circuit Court of Greenville County, South Carolina, in Official Record Book 696, Page 9.

Assignee hereby assumes and agrees to keep and perform all of the covenants, obligations and conditions provided in said Lease Agreements to be kept and performed by the Lessee thereunder, effective the 1st day of April, 1982, and agrees to protect, defend and indemnify Assignor from any and all claims, demands, costs, lawsuits, judgments, liabilities, losses, liens or other proceedings, in the nature of tort, contract, lease, statute, government enforcement, statutory or common law penalty, or any other, which may arise from Assignee's failure to do so, or which may arise in any way whatsoever from the conduct of Assignee's business on said premises. All rights and benefits to Union under this paragraph shall not end at the termination or expiration of said Lease Agreements, but shall continue on forever.

Assignee further assumes and agrees to provide Union adequate and acceptable performance bond, in the amount of ~~\$50,000.00~~ ^{\$12,000.00} or more, to guarantee performance by Assignee of all obligations, covenants and conditions of the Lessee under said Lease Agreements,

1038

4328 RV-2