

LEASE AMENDMENT 59

Mail (over)

KNOW ALL MEN BY THESE PRESENTS: OLLIE WORTH
R.M.C.

WHEREAS, under date of January 27, 1956, WEBSTER OIL COMPANY, INC., a South Carolina Corporation, as Lessors and PHILLIPS PETROLEUM COMPANY, a Corporation with an office at Bartlesville, Oklahoma, as Lessee, made and entered into a certain Lease Agreement and a certain S. S. Lease covering the following described property in Greenville County, South Carolina to wit:

"All that parcel of land lying and situate in the City of Greenville, South Carolina, bounded on the Northeast side by Markley Street, on the Northwest side by North Calhoun Street, and on the Southeast and Southwest sides by property of J. Henry Sitton, and having the following metes and bounds to wit:

BEGINNING at a chip in a stone wall on the South side of Markley Street 150.0 feet from the intersection of North Calhoun Street and running S 44-58 W, 175.0 feet to an iron pin; thence N 42-00 W, 150.0 feet to an iron pin on North Calhoun Street; thence with North Calhoun Street N 44-58 E, 175.0' to an iron pin at the intersection of Markley Street; thence with Markley Street S 42-00 E, 150.0 feet to point of beginning. This lot surveyed by Woodward Engineering Company, Inc., Greenville, South Carolina in November 1955 is a portion of that same tract of land surveyed by J. C. Hill, RLS for Greenville County School District 520 in May 1955, and conveyed to J. Henry Sitton by Greenville County School District 520, said deed being recorded in the RMC office of Greenville County, South Carolina in Deed Book 527 Page 5."

for a term of twenty (20) years beginning on the 15th day of January, 1957; and

*C.I.W.
L.M.W.

WHEREAS, under date of January 27, 1956, the above named Lessors executed a certain Assignment of Rentals wherein said Lease Agreement and S. S. Lease and all rentals due from the Lessee thereunder were assigned to the STATE CAPITAL LIFE INSURANCE COMPANY of Raleigh, North Carolina for the purpose of securing certain indebtedness owed by the assignors to the assignee; and

WHEREAS, under date of January 27, 1956, the above named Lessee, as Lessor and the above named Lessors as Lessee, made and entered into a certain Agreement of Sublease covering the above described property for a term of twenty (20) years beginning on the 15th day of January, 1956; and

WHEREAS, under date of September 14, 1956 the above named Lessors executed a certain Lease Amendment changing the above property description; and

WHEREAS, on January 17, 1957 the above named Lessors executed a Lease Amendment correcting the County in which the above property is located.

NOW, THEREFORE, in consideration of benefits accruing to each of them, the undersigned parties do hereby amend and modify said Lease Agreement, said S. S. Lease said Agreement of Sublease and said Lease Amendments to the effect that the twenty (20) year term of each shall begin on March 8, 1957.

Except as amended herein, said Lease Agreement, S. S. Lease, agreement of Sublease and Lease Amendments shall continue in full force and effect according to the respective provisions thereof and the rights of the undersigned parties shall be the same as though the 8th day of March 1957 had been originally inserted in each of such instruments as the beginning date for the twenty (20) year term of each.

EXECUTED this 23rd day of April, 1958.