

BOOK 725 PAGE 324

NOT BINDING, AND NO VARIATIONS, ETC., EFFECTIVE, UNLESS PROPERLY EXECUTED IN WRITING

22. This Agreement shall not become binding upon either Lessor or Lessee, until properly executed by the Lessee personally (or by the President, Vice-President, Secretary or Treasurer of Lessee, if a corporation) and by Lessor. Any part performance hereof shall be binding only to the extent of such performance at the time either party declines to execute this Agreement, but when

this Agreement is properly executed by both parties, it shall speak the whole of the contract and shall be binding upon the parties hereto, their heirs, legal representatives, successors and assigns, every agreement, representation, warranty and understanding between the parties having been merged herein; and its terms cannot hereafter be altered, changed or varied, except by means of a written instrument, executed by the Lessee personally (or by the President, Vice-President, Secretary or Treasurer of Lessee, if a corporation) and by Lessor. Lessor hereby expressly states and agrees: That any dealings Lessor may have with any agents, servants, employees or representatives of Lessee, in the future (other than one of the officers designated herein) will be with the understanding that the same shall not be binding upon Lessee, irrespective of whether or not such person may have apparent authority to bind Lessee; and that any reliance thereon, without first obtaining a written instrument of approval as above provided, will be at Lessor's own peril.

ALL PRIOR AGREEMENTS AND LEASES SUPERSEDED

23. All other agreements of lease, if any, between the parties hereto, or their predecessors, covering the above described property, are hereby declared satisfied, terminated and superseded by this agreement, as of the beginning date of the original term hereof.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and date above written.

Witnessed by:

Mr. Ray Caldwell

KAYO OIL COMPANY

Lessee

BY *W. K. Kistling* Vice President of Kayo Oil Co.

Witnessed by:

A. L. Bannard

J. H. Sitton

Lessor

J. H. Sitton

Julius Opha

C. E. Robinson

C. E. Robinson

(Acknowledgments).

R. M. Gaffney

R. M. Gaffney

STATE OF TENNESSEE
COUNTY OF HAMILTON

Personally appeared before me *W. K. Kistling* who being duly sworn says that he is the *Vice-Pres. of Kayo Oil Co.* of Kayo Oil Co., a corporation and that he, as such president being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation for the purposes therein contained by signing the name of the corporation as *Vice-Pres.*
In witness whereof, I hereunto set my hand and official seal.

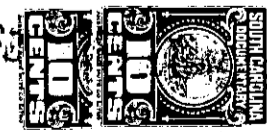
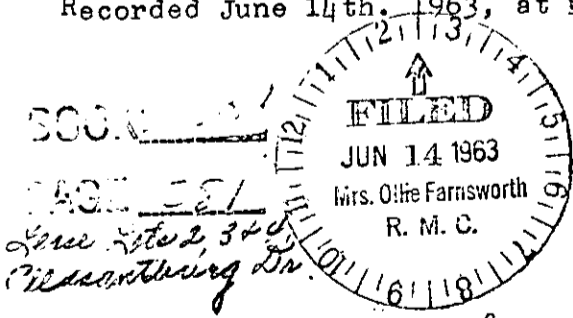
John Lyons
My Commission Expires July 8, 1964

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Personally appeared before me J. H. Sitton, C. E. Robinson and R. M. Gaffney who being duly sworn acknowledged that they signed the foregoing instrument for the purposes therein contained.

Recorded June 14th, 1963, at 9:30 A.M., #32413.

Julius Opha
Notary Public



500 Revised 1-61 Starkey

GREENVILLE CO., S. C.
Recorded this 14th of June, 1963, at 2:30 P.M., No. #32413