

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ALL PRIOR AGREEMENTS AND LEASES SUPERSEDED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hereto, or their predecessors, covering the above described property, are hereby declared satisfied, terminated and superseded by this agreement, as of the beginning date of the original term hereof.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:

J. M. Whittenburg
J. W. Gardner

Witnessed by:

Mrs. C. Boese
A. E. Baumgardner

(Acknowledgments).

J. P. Kendall &
Lessee **F. P. KENDALL, SR., Partner**
F. P. Kendall, Jr.
Lessee **F. P. Kendall, Jr., Partner**
d/b/a **F. P. Kendall Oil Co. of Chattanooga**
J. A. Cureton
Lessor **J. A. CURETON, JR., TRUSTEE**
Roy W. Cureton
ROY W. CURETON, TRUSTEE

SOUTH CAROLINA NAT'L BANK
TRUST DEPARTMENT
BY *[Signature]*
Asst TRUST OFFICER

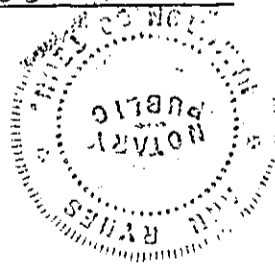
STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, a Notary Public in and for above county and state, personally appeared F. P. KENDALL, SR., and F. P. KENDALL, JR., personally known to me and known by me to be the persons who executed the foregoing lease and who stated that they did so as their own free act and deed.

WITNESS my hand and Notarial Seal this twenty-fifth day of March, 1957.

Ann Lynes

My commission expires: 7-9-60



(CONTINUED ON NEXT PAGE)

Lessee 215 Anthony's rd. Bldg. N. High St. & North main St.