

In the event the promissory note referred to in Paragraph 26 hereof is paid in full prior to the expiration of the original term hereof, then such final payment shall ipso facto effect an assignment by Lessor to Lessee of all rentals due and payable or to become due and payable to Lessor by Lessee under this lease during the remaining portion of the original term hereof. The rentals so assigned shall be applied by Lessee as against rentals payable or to become due and payable to Lessee by Lessor under the Sub-Lease Agreement above referred to.

In the event Lessee exercises its option to extend the term hereof as provided in Paragraph 2 hereof, and the Lessor, as Lessee in the Sub-Lease Agreement above referred to, elects to extend the term thereof as provided in said Sub-Lease Agreement, then at such time the exercise of such option by Lessee and Lessor, respectively, shall ipso facto effect an assignment by Lessor to Lessee of all rentals due and payable or to become due and payable to Lessor by Lessee under this lease during the extended term. The rentals so assigned shall be applied by Lessee as against rentals payable or to become due and payable to Lessee by Lessor under the Sub-Lease Agreement above referred to.

22. In the event that the promissory note referred to in Paragraph 26 hereof becomes fully paid and discharged prior to the expiration of the original term hereof, this lease shall be considered in an extended term for the purpose of construing Paragraphs 6 and 7 hereof for the duration of the original term hereof.

23. Any notices under or inquiries regarding this lease shall be delivered to Lessor at 5 Ruby Drive, Greenville, South Carolina 29609, and to Lessee at 200 East Golf Road, Palatine, Illinois, Attention: Real Estate Manager, or such other address as the parties may from time to time designate in writing. Notice may be given by registered mail or certified mail, and in such event the date of service shall be the date on which the notice is deposited in a United States Post Office, properly stamped and addressed.

24. It is expressly understood and agreed by and between Lessor and Lessee that there is no verbal understanding or agreement which in any way changes the terms, covenants and conditions herein set forth; and further, that this lease shall not be binding upon Lessee unless executed by a duly authorized officer or agent of Lessee.

25. In the event that the original term hereof is extended by reason of the provisions of Paragraph 7 hereof, then the options for extended terms provided for in Paragraph 2 hereof shall be exercisable at least thirty (30) days prior to the termination of the original term as so extended and if the option is exercised the extended term shall commence on the day next following the termination of the original term as so extended. In the event the current term hereof is extended by reason of the provisions of Paragraph 14 hereof, the option for extended terms provided for in Paragraph 2 hereof shall be exercisable at least thirty (30) days prior to the termination of the current term as so extended and if the option is exercised the extended term shall commence on the day next following the termination of the current term as so extended.

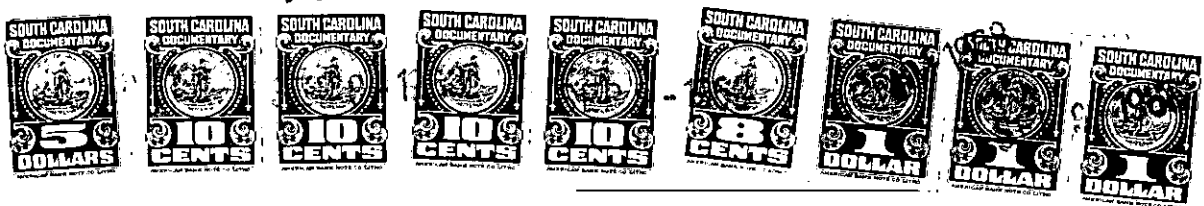
26. Lessor, in consideration of the payment to be made to Lessor upon final delivery on behalf of the Lessor of a certain promissory note in the face amount of Twenty One Thousand One Hundred Fifty Three and 60/100 Dollars (\$ 21,153.60), including interest anticipated over the period of the note, hereby grants, assigns, transfers and sets over to Continental Illinois National Bank & Trust Company of Chicago, its successors and assigns, having a place of business at Chicago, Illinois hereinafter called the "Bank," out of the installments of rental due and to become due under this lease, the sum of One Hundred Seventy Six and 28/100 Dollars (\$ 176.28) per month until the entire amount of the said note, together with interest, if any, which may accrue after maturity, has been paid, and the Lessor irrevocably authorizes and directs the Lessee to pay the rentals hereinabove assigned to the Bank at its said place of business, and the Bank to collect said rentals and apply the same upon that certain indebtedness owing from the Lessor to the Bank, as evidenced by the said promissory note. Nothing herein contained, nor any action taken hereunder, is intended or shall be construed to characterize the leased premises as being in the possession or under the control of the Bank in any manner whatsoever. The Lessee hereby acknowledges the within Assignment of Rentals to the Bank.

IN WITNESS WHEREOF, the parties hereto have caused the due execution hereof on the day and year first above written.

WITNESSES AS TO LESSOR:

Anita C. Yates
Charles F. Frazier

(Lessor)
James R. Trammell (SEAL)
Mildred L. Trammell (SEAL)



WITNESSES AS TO LESSEE:

H. J. LeClair
Carol Pool

(Lessee)
Pure Oil Division
Union Oil Company of California
By W. E. Bolsinger W. E. BOLSINGER
Vice President
Union Oil Company of California

By Roy Bryntesen
Assistant Secretary
Union Oil Company of California

Filed for record in the office of the T. M. C. for Greenville County, S. C. at 2:53 o'clock P. M. Sept. 9 1968 and recorded in Deed Book 852 at page 25