

merchantable title or a certificate of title insurance satisfactory to Marathon, showing evidence of ownership of the premises described. If this lease shall be for a primary term of five (5) years or more, then Lessor agrees to furnish Marathon with satisfactory evidence of Lessor's title either by abstract of merchantable title from sovereignty or a certificate of title insurance satisfactory to Marathon. Marathon shall have fifteen (15) days after receipt of evidence of title for examination and a determination of the sufficiency thereof. Such evidence shall be furnished at Lessor's expense. In the event Marathon is not satisfied with the title of Lessor, and Lessor cannot cure the objections of Marathon thereto, then Marathon shall vacate the premises immediately and pay to the Lessor the pro rata rent for the period of time it has been in possession of the premises.

17. Wherever the words "Lessor" and "Marathon" appear in this lease, they shall include the parties and their respective heirs, devisees, executors, administrators, successors and assigns. The word "Lessor" as used herein, shall be construed to include the plural as well as the singular; and the necessary grammatical changes required to make the provisions apply to either corporations or individuals, masculine or feminine, shall in all cases be assumed as though fully expressed.

18. This lease expresses the entire agreement between the parties hereto.

IN WITNESS WHEREOF, Lessor has hereunto set his hand and seal this 16<sup>th</sup> day of Sept, 1964

WITNESS:

*James P. Salom Jr.*  
A D Road

*William M. Webster III* (SEAL)  
William M. Webster III (SEAL)

LESSOR

The foregoing agreement is accepted this 16<sup>th</sup> day of September, 1964 and such shall be the date of this instrument.

*James P. Salom Jr.*  
A D Road

MARATHON OIL COMPANY  
*R. J. Powell*  
REGIONAL MANAGER

MYCHE, DUNN, INC., Notary Public, Greenville, S. C., BOX 10207

STATE OF ~~SOUTH CAROLINA~~ Georgia } ss.  
COUNTY OF ~~GREENVILLE~~ Fulton

Before me, the undersigned, a Notary Public, in and for the State and County aforesaid, personally appeared

William M. Webster III

named as Lessor in the foregoing agreement, known to me to be the same, and acknowledged the execution of the foregoing agreement as his free act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial seal this 16 day of

September, 1964

*Robert O. Meddley*  
NOTARY PUBLIC

My commission expires:

Notary Public, Georgia, State at Large  
My Commission Expires June 19, 1968

STATE OF Georgia } ss.  
COUNTY OF Fulton

Before me, a Notary Public in and for said State and County, this 16 day of September, 1964

personally appeared *R. J. Powell*, Regional Manager, of Marathon Oil Company, (POSITION)

known to me to be the same, who acknowledged that he executed the foregoing agreement as his free act and deed and as the free act and deed of Marathon Oil Company, by virtue of proper authority vested in him by the Board of Directors of said Company, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Atlanta, Ga., the day and year last above written.

*Robert O. Meddley*  
NOTARY PUBLIC

My commission expires:

Notary Public, Georgia, State at Large  
My Commission Expires June 19, 1968

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