

STATE OF SOUTH CAROLINA
 COUNTY OF GREENVILLE) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that GREENVILLE COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina, in consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged, has granted, bargained, sold, released, and by these presents does grant, bargain, sell and release unto MICHELIN TIRE CORPORATION, its successors and assigns:

ALL that piece, parcel or tract of land situate, lying and being in Greenville County, South Carolina, described on Exhibit A attached hereto and by reference made a part hereof as though fully set forth, and being the same property heretofore conveyed to Greenville County, South Carolina by deed of Michelin Tire Corporation recorded November 12, 1975 in the RMC Office for Greenville County in Deed Book 1027, Page 137.

This deed is made pursuant to Section 12.1 of that certain Lease Agreement between Greenville County, South Carolina, as Lessor, and Michelin Tire Corporation, as Lessee, dated as of November 1, 1975, recorded in Book 1027, Page 145 of the aforesaid records (the "Lease Agreement") made in connection with the \$1,000,000.00 Greenville County Industrial Revenue Note, Series 1975 (Michelin Tire Corporation - Lessee). Said Industrial Revenue Note has now been paid in full and satisfied by its owner and holder, as appears in the Satisfaction of Note and Conveyance of Assignment dated December 15, 1983 given by the South Carolina National Bank and recorded herewith. By the execution and delivery and the acceptance of this deed the Grantor and the Grantee herein each acknowledge and agree that said Lease Agreement is and has been terminated and cancelled as of the date hereof.

The property hereinabove described is conveyed as it now exists subject to the following: (i) those liens and encumbrances (if any) to which title to said property was subject when conveyed to Greenville County; (ii) those liens and encumbrances (if any) created by Michelin Tire Corporation, as Lessee under the Lease Agreement, or to the creation or suffering of which Michelin Tire Corporation, as Lessee under the Lease Agreement, consented; (iii) those liens and encumbrances (if any) resulting from the failure of Michelin Tire Corporation, as Lessee under the Lease Agreement, to perform or observe any of the agreements on its part contained in said Agreement; and (iv) such Permitted Encumbrances as the same are defined in the Lease Agreement as may now be applicable to the property, other than the Lease Agreement itself.

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the Grantee, and the Grantee's successors and assigns, forever. And, the Grantor does hereby bind itself and its successors to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the Grantor, Greenville County, South Carolina, has executed this Deed by causing its name to be hereunto subscribed by the Chairman of the Greenville County Council and the Greenville County Administrator and attested by

(CONTINUED ON NEXT PAGE)

GCTD
 --- 1 DE20 83 1501

4.0001

5920

12-1-83