LESSOR: William H. Squires
2500 Augusta Street
Greenville, South Carolina

LESSEE: TENNESSEE PRODUCTION COMPANY
c/o Tennessee Gas Transmission Company
Right of Way Department
P. O. Box 2511
Houston, Texas

or at such other address as one party shall give notice to another by registered mail.

XV

In the event that all or any portion of the leased premises is condemned, zoned, re-zoned, restricted, or building or reconstruction permits denied by any governmental body, or taken for a public or quasi-public use, or activities of LESSEE are hampered or curtailed for an extended time, and the value of the leased premises is diminished for LESSEE's operations thereby, then this Lease shall terminate at the option of the LESSEE providing that notice exercising such option is given LESSOR within thirty (30) days following loss of actual possession rights to any of such property, such termination to be effective as of the date of such notice.

XVI

LESSOR grants to the LESSEE first right of purchase of the aforedescribed premises in the following manner: In the event LESSOR, his heirs, successors, or assigns, shall receive a bona fide offer to purchase the said premises, or any part thereof, during the term of this Lease, and such offer to purchase shall be satisfactory to the LESSOR, his heirs, successors, or assigns, LESSOR agrees to give the LESSEE the privilege of purchasing the aforedescribed premises at the price and upon the terms of the offer so made, said privilege to be given by written notice sent to the LESSEE by registered mail requiring the LESSEE to accept in writing within a period of thirty (30) days after the mailing of such notice. It is understood that the sentence next above shall not be applicable to any sale made to any relation, or relations or subsidiary of LESSOR or any transfers resulting by merger, consolidation or reorganization of LESSOR. It is understood that any party other than LESSEE herein, its successors and assigns, who purchase the leased premises shall purchase the same subject to this Lease.

All of the covenants and agreements herein contained shall extend to and be binding upon the parties hereto, their successors, heirs, legal representatives and assigns.

Unless embodied in the provisions of this Lease, no prior agreement or understanding, verbal or otherwise, of the parties hereto or their agents shall be valid or enforceable.

This Agreement shall not be binding upon LESSEE unless and until approved and signed by it in the manner hereinbelow provided.

IN WITNESS WHEREOF, the parties hereto have executed this Lease this the _____ day of _____, 19____, same to be effective as of the date and year first above written.

WITNESSES:
Eunice D. Shelton
Harry R Stephenson Jr
Eunice D. Shelton
Harry R Stephenson Jr

William H Squires
William H. Squires, Individually
Malcolm H Squires -- Mary S. Doughman
Nona S Sessions
by William H Squires
Malcolm H. Squires, Nona S. Sessions (LESSOR)
and Mary S. Doughman by William H. Squires,
their attorney in fact

WITNESSES:
R.B. Anderson
Marie Collonge

By Hurley F Baker
Vice President of Tennessee Production Company (LESSEE)

ATTEST:
M.H. Zorky
ASSISTANT SECRETARY

STATE OF SOUTH CAROLINA )
) PROBATE
COUNTY OF GREENVILLE )

PERSONALLY appeared before me Eunice D. Shelton and made oath that s he saw the within named William H. Squires, Individually, and Malcolm H. Squires, Nona S. Sessions and Mary S. Doughman, by their attorney-in-fact, William H. Squires, sign, seal and as their act and deed deliver the within written lease agreement, that s he with Harry R. Stephenson, Jr. witnessed the execution thereof.

SWORN to before me this 18th day of February, 1960.
Harry R Stephenson Jr (LS)
Notary Public for South Carolina
My Commission expires at Will of Governor

Eunice D. Shelton

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