

This Indenture, made and entered into this ~~fifteenth~~ day of October in the year One thousand nine hundred and fourteen by and between Piedmont & Northern Railway Company, a corporation organized and existing under and by virtue of the laws of the State of South Carolina, of the first part, hereinafter called the Lessor, and National Biscuit Company, a corporation organized and existing under and by virtue of the laws of the State of New Jersey, of the second part, hereinafter called the Lessee, Witnesseth:

That the Lessor does hereby demise and lease to the Lessee, the following described property, situate in the City of Greenville, in the County of Greenville and State of South Carolina, to-wit: The two-story and basement brick and concrete building now in the course of construction situate on the northeast corner of Piedmont and West McBee Avenues, and to be known as No. 490 West McBee Avenue. Also the use in common with others of the private street owned by lessor, known as Piedmont Avenue. Also the use in common with others of the Piedmont & Northern Railway Company sidetrack, adjoining demised premises on the east.

To Have And To Hold the said premises with the buildings and improvements thereon and the appurtenances, for the term of five years, beginning the first day of November in the year one thousand nine hundred and fourteen and ending the thirty-first day of October in the year one thousand nine hundred and nineteen.

And the Lessee covenants and agrees to pay rent for said premises at the rate of Eight hundred forty dollars per annum, payable in equal monthly installments of Seventy dollars and - cents (\$70.00) each, on the last day of each month.

It is covenanted and agreed by and between the parties hereto that if during the continuance of this lease the demised premises, or any part thereof, shall, by reason of fire, lightning, cyclone or other accident or calamity, or through weakness, decay or act of omission or commission of the Lessor, or of those deriving right or title from or under him, be destroyed or damaged, or become wholly or in part untenable or unsafe, then and in that case the rent reserved, or a just and proportionate part thereof, according to the nature and extent of the injury, shall cease until the premises shall have been put by the Lessor in proper condition for the Lessee's use; and in case said premises are not wholly put in proper condition for the Lessee's use within thirty days after such accident or notice of such condition, or if said premises, or any part thereof, are condemned under the power of eminent domain, this lease may be terminated at the option of the lessee.

The Lessee covenants and agrees that at the expiration of the initial or extended term of this lease, or upon the earlier termination thereof, it will yield up the said premises to the Lessor in as good condition as when the same were entered upon, injury or impairment resulting from fire, lightning, cyclone or other accident or calamity, or from weakness or decay, and usual wear and tear, excepted.

It is covenanted and agreed by and between the parties hereto, that if the rent reserved, or any part thereof, shall remain unpaid for ten days after the same becomes due and payable, or if default shall be made in any of the covenants or agreements herein contained to be kept by the Lessee, then in any of such cases the Lessor may serve upon the Lessee, at its principal office in the City of New York, New York written notice of the intended forfeiture of this lease, said forfeiture to be declared in writing at a time not less than thirty days after -