

development and extension of the quarries and mines.

It is further covenanted and agreed between the parties that the present water system from the Creek on said lands shall be retained and maintained in good order and repair equal to what it now is by the said Lessee, so long as it is used in the operation of said quarry, and when so used, the said Lessor may use water from the same for his residence and farm buildings but for no other purposes.

It is further covenanted and agreed between the parties that the Lessee shall have the right to build and construct any buildings, railroads, spur tracks, tram roads or wagon roads, ditches, drains and other improvements as he may deem necessary in and upon the lands hereinbefore described, whether used by the said Lessor or not, the location of all the above to be mutually agreed upon, and with the further right to the said Lessee to use all appliances, machinery, means and methods in the quarrying and preparing for market of the said rock and stone as he may deem advisable or proper, whether such appliances, machinery, means and methods are now known or may hereafter be discovered, and the said Lessee shall have the right to remove any and all such property of any sort and description so placed by him on the said lands at the termination of this Lease, provided that all royalties or rent due or to be due up to the termination of this Lease have been paid, including the royalties which may be due during the six months period in case this Lease is terminated upon notice as hereinabove provided for.

The Lessor and Lessee shall make an inventory of all machinery, equipment, tools and appliances now on the said premises which shall be attached to and made a part hereof, and all such machinery, equipment, tools and appliances shall be returned to the Lessor in as good condition as they now are, reasonable wear, tear and use excepted, and none of such machinery, equipment, tools and appliances shall be removed from the premises above described during the continuance of this Lease, except by permission by the Lessor in writing. Any of the said machinery, tools, equipment and appliances, if not used by the Lessee, shall be stored and cared for by the Lessee in a proper manner, or the same may be turned over to the Lessor, and in such case, the said Lessee shall be released from all further obligations hereunder to care for same.

It is further agreed, that at the termination of this lease the face of the quarry shall be left normally plumb and without any toe at the base thereof.

And it is further mutually agreed between the parties, that all taxes levied subsequent to January 1st, A.D. 1920, shall be paid by the Lessee.

And it is further mutually agreed between the parties, in case there shall be any difference between the parties as to the meaning of this contract, aside from the legal construction of the same, or on any minor question or any claim for damages by reason of the non-return of all machinery, equipment, tools and appliances, at the termination hereof, or as to whether the said machinery, equipment, tools and appliances are in good condition, or whether the face of the quarry is left as herein provided, then the same shall be arbitrated in the following manner, that is to say: The Lessor shall select one arbitrator and the Lessee shall select an arbitrator, and in case these two cannot agree, then the said arbitrators shall select a third and the award of these arbitrators shall be binding upon the parties hereto.

It is further covenanted and agreed, that the Lessee shall, on or before the fifteenth (15) day of each month, make a statement of the amount of rock, stone or rock dust shipped during the preceding month, showing the initial and number of the car on which shipped and the actual -

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weights and amounts (except such as is shipped northward on the Greenville and Northern Railway), as shown by the Railroad Company transporting the same from the premises. The Lessor shall have the right at all convenient seasons, by himself or his agent, duly appointed in writing, to inspect the books of the Lessee for the purpose of verifying the statement sent him.

It is further mutually agreed, that in case the Lessee assigns this Lease to any other person, persons or corporation, such assignees shall assume all obligations of the Lessee hereunder and the Lessee shall thereupon be relieved therefrom.

It is further covenanted and agreed, that the Lessee shall have the right and option to purchase the above described lands, machinery, railroad, quarry and railroad equipment and other property herein leased, at any time within one (1) year from the date hereof, for the sum of one hundred thousand dollars (\$100,000.00). In case the said option is not exercised by the Lessee or his assigns, and the Lessor has a bona fide offer for the purchase of the said lands and property hereinabove described, he will submit the same to the Lessee and thereupon the Lessee shall have the first right to purchase said lands at such price, and shall be allowed a period of one (1) month in which to decide whether or not he will purchase at such price.

This Lease shall inure to the benefit of and be binding upon the Heirs, Executors, Administrators and assigns of the parties hereto.

Lessor covenants that he has good and merchantable title to the said lands and property, free and clear of all encumbrances, and that he, his heirs, administrators and executors will warrant and defend the same.

In witness whereof, the parties hereto have hereunto set their hands and seals, in duplicate, the day and year first above written.

Signed, sealed and delivered
in the presence of:
W.H. Cook,
L.M. Carlson,
As to Clarence M. Wing.

Clarence M. Wing, (Seal)

W.H. Cook,
L.M. Carlson.
As to J.G. Ketcham.

J.G. Ketcham. (Seal)

State of South Carolina,
County of Greenville. SS:
Personally appeared before me L.M. Carlson and made oath that she saw the within named Clarence M.-
Wing, sign, seal and as his act and deed, deliver the foregoing instrument of writing, in duplicate
and that she with W.H. Cook witnessed the execution thereof.

Sworn to before me this
day of May A.D. 1920.
Alester G. Furman Jr.,
Notary Public for S.C.

L.M. Carlson.

State of South Carolina,
County of Greenville. SS:
Personally appeared before me L.M. Carlson and made oath that she saw the within named J.G.-
Ketcham sign, seal and as his act and deed, deliver the foregoing instrument in writing, in
duplicate and that she with W.H. Cook witnessed the execution thereof.

Sworn to before me this
day of May A.D. 1920.
Alester G. Furman, Jr.,
Notary Public for S.C.

L.M. Carlson.

State of South Carolina,
County of Greenville. SS:
I, Alester G. Furman, Jr., a Notary Public within and for the State of South Carolina, do hereby
certify unto all whom it may concern that Mrs. Anna K. Wing, the wife of the within named Clarence M.-
Wing, did this day appear before me, and upon being privately and separately examined by me, did
declare that she does freely, voluntarily and without any compulsion, dread or fear of any person
or persons whomsoever, renounce, release and forever relinquish unto the within named J.G. Ketcham,
his heirs and assigns, all her interest and estate, and also all her rights and claim of Dower,
of, in or to all and singular the premises within mentioned and released.
Given under my hand and seal this 8th, day of May A.D. 1920.

Alester G. Furman, Jr.,
Notary Public for S.C.

Mrs. Anna K. Wing.

Recorded May 28th, 1920.