

State of South Carolina, }  
County of Greenville. } SS.

This Indenture made and concluded at Greenville, State of South Carolina, this 22, day of November A.D. 1922, by and between Clarence M. Wing, party of the first part, and Saluda Crushed Stone Company, a corporation organized and existing under the laws of the State of Delaware, party of the second part, Witnesseth:

That Whereas, an indenture of lease was entered into on the 8th, day of May A.D. 1920, by and between Clarence M. Wing, party of the first part, and J.G. Ketcham (which indenture or lease is hereto attached and hereby made a part hereof), whereby said Clarence M. Wing demised and leased to said J.G. Ketcham certain real estate, quarries and spur track connecting said quarries with the Greenville & Northern Railway Company under certain terms and conditions, all of which are fully set forth in said indenture of lease; and

Whereas, said indenture of lease was duly assigned and transferred to the said Saluda Crushed Stone Company on the 10th, day of June, 1921 (which Assignment is hereto attached and hereby made a part hereof;) and

Whereas, it is the desire of both the parties hereto that such indenture of lease should be amended in certain particulars, namely: to include certain lands not described in said lease; to change the royalty of 10 cents per ton to 5 cents per ton; to fix the minimum rental of \$16.50 per day, Sundays and legal holidays excepted; and to grant the right and option to purchase the property described in said lease at any time within one year from the 1st day of January, 1923, for the sum of One Hundred Thousand Dollars, net, (\$100,000.00).

Now therefore, in consideration of the sum of Ten (\$10.00) Dollars and other valuable considerations to him in hand paid by the said party of the second part, Saluda Crushed Stone Company, the receipt of which is hereby acknowledged, said Clarence M. Wing, party of the first part hereby agrees:

First: That there shall be included in the lands described in said Indenture of lease the following described property: "All those two pieces, parcels and tracts of land situate, lying and being in Bates Township, County and State aforesaid, containing 2.20 acres, more or less, and .76 of an acre, respectively, and being the same tracts of land conveyed to Clarence M. Wing by T.Y. Hellams and Lillian E. Russell, by their Deeds of Conveyance bearing the date of September 25, 1908, reference to said deeds being craved for a more complete description; recorded in R.M.C. Office aforesaid, in Volume 69 of Deeds, page 36."

Second: That the party of the second part shall pay to the party of the first part the sum of 5 cents per ton instead of 10 cents per ton for each ton of stone, rock or rock dust quarried and shipped from said lands.

Third: That the party of the second part shall pay to the party of the first part on the basis of a minimum output of not less than three hundred thirty (330) tons per day beginning January 1st, 1923, of rock or stone, Sundays and legal holidays excepted, provided that if at any time less than 330 tons be quarried and shipped on any day that payment therefor or for any number of tons not actually quarried and shipped shall be applied as payment for an equal number of tons over the amount of 330 tons per day thereafter quarried and shipped, when so actually quarried and shipped; that is to say; that the party of the second part guarantees the party of the first part that during the continuance of said lease he shall receive a minimum rental of \$16.50 per day, -

(Over)