

irredeemable forfeiture to the Lessor of the entire interest of the Lessee in and to the demised premises. The Lessee covenants and agrees during the continuance of this lease to make ordinary interior repairs; and the Lessor covenants and agrees, upon reasonable notice, to make and do all exterior repairs, and all repairs of a permanent character and all foundation or structural strengthening, alterations, reconstruction or additions necessitated by reason of defects or weakness, or by reason of building operations upon adjacent premises, or which may at any time be required by State or Municipal authority. The Lessor covenants and agrees that the Lessee, paying the rents herein reserved and observing, keeping and performing the covenants and agreements herein contained, shall and may peaceably and quietly have, hold, occupy, possess and enjoy the demised premises for and during the full term of this lease and of any prolongation or extension thereof. It is covenanted and agreed by and between the parties hereto that all trade and office fixtures, machinery and equipment heretofore built or placed in or upon said premises by the Lessee or its predecessors while occupying said premises, or any part thereof, or otherwise acquired by it or them, or which may at any time during said term, or any prolongation, extension or renewal thereof, be built or placed in or upon said premises by the Lessee, shall be and remain the property of the Lessee, and at or before the final expiration of said term, or any prolongation, extension or renewal thereof, may be removed by the Lessee at its option.

It is covenanted and agreed by and between the parties hereto that if the use of a railroad sidetrack is included in this lease, the use of the said railroad sidetrack is so important to the Lessee that if it should hereafter be removed, altered or become disconnected, inaccessible or so burdened as to interfere with or impair the satisfactory use thereof by the Lessee, the said Lessee may terminate this lease at its option.

Lessee agrees that if, at any time during the continuance of this lease, Lessor should increase the rents of its other terminal warehouses in Greenville, S.C., Lessor shall be permitted to increase the rental of the demised premises by the same percentage that it increases such other rents, by giving thirty days' written notice of its intention so to do; and Lessee agrees to pay such increase, it being understood, however, that, in such event, Lessee may cancel this lease at such time thereafter as it may elect by giving thirty days' written notice of its intention so to do. Lessor agrees that if at any time during the continuance of this lease it should reduce the rents of its other terminal warehouses in Greenville, S.C., it will grant to Lessee a similar reduction of rental for demised premises.

The Lessee agrees to maintain and keep in good repair the elevators, lights, sewerage and water pipes, wire connections and fixtures of demised premises at its own expense and further agrees not to alter, change, paint or make any additions to the demised premises or its fixtures without getting written permission from the Lessor.

It is also further agreed by the Lessee that it will keep the grounds, driveways, platforms and space adjoining the tracks around this building in neat appearance, and will not deposit or store, and will not allow to be deposited or stored, any goods, boxes, crates, trucks or trash on same that will interfere with the maintenance or the use of same by the Lessor or any other person or persons using same.

The Lessee agrees to indemnify and save harmless the Lessor, its successors and assigns, from and against any and all claims, demands, suits, judgments or sums of money for or by reason of any damage or loss to goods, wares, merchandise, or other property stored in said Warehouse, whether the same is caused by fire or otherwise.

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The Lessee agrees to ship, or cause to be shipped over the lines of the Lessor all freight going to or from said premises, provided the Lessor affords the Lessee facilities and rates for the carriage of said freight equal to those of competing carriers.

This lease shall be void and all rights of the Lessee hereunder shall immediately cease and determine if the Lessee shall allow or permit manufacturing of any nature to be done on said premises, or shall allow or permit mechanics to be employed therein, or if there shall be kept in said building benzine, dynamite, ether, fireworks, gasoline, gunpowder, or any other explosive or explosive material, kerosene, gasoline, or any other volatile oils.

Lessee agrees to pay all charges for water and electricity for lighting, heating and other purposes which it may use upon demised premises during the continuance of this lease. The Lessee agrees not to use the said floor space for any other purpose than that specified herein, and also will not at any times hereafter during the term of this lease, let or sublet all or any part of the said floor space, or assign this lease, and also will not load or cause to be loaded the floor in said building to a greater extent than the following weights, to-wit:

First Floor 150 pounds per square foot; Second floor 150 pounds per square foot; Basement 150 pounds per square foot.

It is covenanted and agreed by and between the parties that the covenants, agreements, conditions, terms and stipulations herein contained shall be binding upon and apply and inure to the heirs, executors, administrators, successors and assigns of the respective parties.

In witness whereof, the Lessor - and the Lessee have caused their corporate seal to be hereunto affixed and these presents to be executed by their respective proper officers the day and year first above written.

Attest: Piedment & Northern Railway Company (Seal)  
J.C. McGowan E. Thomason,  
Secretary. Vice-President.

Attest: National Biscuit Company -  
H.C. Taylor C.F. Bliss  
Assistant Secretary Vice-President.

Signed, sealed and delivered  
in the presence of:

W.J. Kerr, Jr. }  
A.G. Rhyne } As to Lessor.

Perry W. Mesker )  
Mildred S. Powell )  
L.D. Kidd. ) As to Lessee.

State of North Carolina, )  
County of Mecklenburg. ) SS.:

On this 10 day of May, A.D. 1926, before me personally appeared W.J. Kerr, Jr., and made oath that he saw E. Thomason, Vice-President, sign, and that he saw J.C. McGowan, Secretary, attest and affix the corporate seal of the Piedment & Northern Railway Company, and as the act and deed of said corporation; deliver the foregoing partly printed and partly typewritten instrument, and that he with A.G. Rhyne witnessed the execution thereof.

Subscribed and Sworn to before me this tenth day of May, A.D. 1926.  
Witness my hand and official seal. W.J. Kerr, Jr.  
Jas. S. Sease.  
Notary Public, Mecklenburg County, N.C.  
My Commission Expires March 18, 1927.

(Over)