

the 15th day of each calendar month, showing the quantity of drinks manufactured or bottled, and the quantity of water used in the manufacture of syrups during the preceding month and the amount of royalties due therefor, and payment therefor shall be made at the same time.

(5) Should the Lessee fail to pay any amount of rent or royalty as and when herein provided to be paid, and should such default continue for a period of thirty days after notice in writing given by the Lessor to the Lessee, then this lease, and all rights of the Lessee herein, shall immediately terminate and the Lessor shall have the right to take immediate possession of the premises. Such termination shall not defeat the Lessor's right to collect from the Lessee all accrued rents and royalties up to the date of such retaking possession.

(6) The Lessee covenants that it will not use in the manufacture or bottling of any carbonated beverages or mixed drinks or beverages manufactured or bottled on said premises, any water other than that taken from said Well No. 1, except for the purpose of washing or cleaning, and for making syrup if necessary to change for which purpose water may be taken from Well No. 2 as hereinabove provided.

The Lessee further covenants that it will not sink any well upon said premises.

The Lessee further covenants that said premises shall not be used for any purpose other than the manufacture and bottling of syrups and carbonated or mixed drinks, ice cream, and candy.

The Lessee further covenants that during the term of this lease, it will maintain the buildings on said premises in as good condition as they now are, reasonable wear and tear alone excepted, making any necessary repairs caused by negligence of Lessee or its agents, at its own expense. This, however, shall not apply in case of destruction of the buildings by fire or storm.

In the event of a breach by the Lessee of the covenants hereinabove set forth, the Lessor, after thirty (30) days notice in writing to the Lessee, may declare this lease terminated and take immediate possession of the premises.

(7) Subject to the provision hereinabove expressed, the Lessee may make such alterations in or additions to the buildings as it may desire. All machinery or fixtures placed upon the premises by the Lessee shall remain personal property and may be removed by the Lessee, provided such removal may be effected without injury to the realty.

(8) So long as the water from Well No. 1 is used both by the Lessee, or their respective successors or assigns, each party shall bear one-half of the cost of repair and maintenance of the pump in said well, and so long as both parties use water from Well No. 2, each shall bear one-half of the cost of repair and maintenance of the pump in said well.

(9) IT IS UNDERSTOOD that possession is to be given on August 1st, 1929. It is further understood that the Lessor is now occupying a portion of the building on said premises, and that such occupancy, if continued after August 1st, 1929, shall be permissive only, and shall terminate at any time after thirty days written notice given by the Lessee to the Lessor.

(10) In consideration of the premises, and of the mutual covenants herein contained, the Lessor does hereby give to the Lessee the option to purchase the premises hereinabove described in Paragraph (1), with the exception that the northeast line of the property covered by this option, which line runs parallel to the northeast end of the present building, shall be only ten (10) feet from and parallel with the outside wall of the northeast end of the building, as now located, instead of twenty (20) feet, as covered by the lease. This option may be exercised at any time on or before July 31st, 1934,

upon written notice given by the Lessee to the Lessor. The purchase price shall be Six Thousand (\$6,000.00) Dollars, payable Two Thousand (\$2,000.00) Dollars in cash upon the execution and delivery of a good and sufficient fee simple deed, and the remainder in four annual installments of One Thousand (\$1,000.00) Dollars each, payable one, two, three and four years thereafter respectively, together with interest on deferred payments at the rate of seven (7%) per cent. per annum, to be computed and paid annually; such deferred payments, both principal and interest, to be secured by note of the Grantee and first mortgage of the premises.

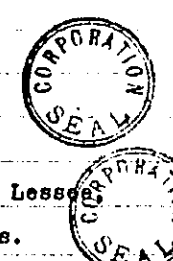
(11) In the event of the exercise of said option to purchase, the fixed rental hereinabove provided for shall cease, but the license for use of water, and the water rents or royalties payable therefor, may be continued as hereinabove provided.

Such sale and conveyance shall be upon the express condition subsequent, which shall be so expressed in the deed, that the Grantee, its successors or assigns, shall not permit any well to be sunk upon the property conveyed in such deed, and shall not permit any water, other than from said Well No. 1, to be used upon the premises so conveyed, in the preparation, manufacture or bottling of carbonated or mixed drinks or syrups, except the use of water from Well No. 2 in washing, etc., as hereinabove provided, and in the event of any breach of this condition, the title to the premises so conveyed shall revert to the Grantor, its successors, or assigns, who shall have the right to enter and take possession, and upon the further condition subsequent that should the Grantee, its successors or assigns, remain in default in the payment of water rents or royalties for thirty days after written notice by the Grantor, its successors or assigns, the right of the Grantee, its successors or assigns, to use the water from said Well No. 1 shall immediately terminate.

WHEREFORE, said parties have caused this instrument to be executed this the day and year first above written.

In the Presence Of: CHICK SPRINGS WATER COMPANY (LS)
U. G. Staton Lessor,
J. D. Lanford By - J. A. Bull Pres.

CHICK SPRINGS GINGER ALE COMPANY, Lessee
By - J. W. Lanford, Pres & Treas.



STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

Personally appeared before me U. G. Staton and made oath that he saw the within named Chick Springs Water Company, by J. A. Bull, President, and the Chick Springs Ginger Ale Company, by J. W. Lanford, President and Treasurer, sign, seal and as their act and deed deliver the within written instrument, and that he, with J. D. Lanford, witnessed the execution thereof. Sworn to before me this 18th day of July, A. D. 1929

J. D. Lanford
Notary Public for S. C. U. G. Staton
THE STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

I, J. W. Lanford, President, Chick Springs Ginger Ale Company, for and in consideration of valuable services and labor performed by Fred I Nissen, and in pursuance of a resolution passed by the Board of Directors of said Chick Springs Ginger Ale Company on September 8th, do hereby assign, transfer and release unto the said Fred I. Nissen all of the right, title and interest of said Chick Springs Ginger Ale Company in a certain water contract executed by the Chick Springs Water Company to the Chick Springs Ginger Ale Company on July 16, 1929,

In witness whereof I hereunto set my hand and affix the official seal of the Chick Springs

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