

State of South Carolina,
County of Greenville.

This Indenture, made and entered into this 11th day of June, A. D. 1934, by and between F. W. Poe Manufacturing Company, a corporation duly organized and existing under and by virtue of the laws of the State of South Carolina party of the first part, and Duke Power Company, a corporation duly organized and existing under and by virtue of the laws of the State of New Jersey, party of the second part,

Witnesseth:

Whereas, the party of the first part owns the lot of land hereinafter described; and

Whereas, the party of the second part is desirous of leasing the lot of land for the purpose of installing, operating and maintaining thereon its electrical apparatus, appliances and other property and transmitting electricity or electric power thereto, and distributing the same therefrom so long as it may deem it advisable so to do;

Now, Wherefor, in consideration of the premises and the sum of Five (\$5.00) Dollars, and other good and valuable considerations to it paid by the Party of the second part, the receipt of which is hereby acknowledged, the party of the first part has let, leased and demised and by these presents does let, lease and demise unto the said Duke Power Company, its successors and assigns all that certain lot, piece or parcel of land situate, lying and being in or near the City of Greenville County Greenville, State of South Carolina, and more particularly described as follows:-

Commencing at the Southeast corner of Boiler Room and running South 47° 54' West 53 feet to a point; thence South 46° 06' East 6 feet to an angle iron; thence South 47° 54' West 42' to an angle iron; thence 46° 06' West 42 feet to an angle iron; thence North 47° 54' East 42' to an angle iron; thence South 46° 06' East 42' to point of beginning as shown on Map A-60-u hereto attached.

To have and to hold the aforesaid lot, piece or parcel of land and privilege unto the said Duke Power Company, its successors and assigns, for the use and purpose of installing, operating and maintaining thereon its electrical apparatus, and other property and transmitting electricity or electrical power thereto and distributing the same therefrom, so long as it may desire so to do.

It is expressly understood and agreed that the title to all apparatus and appliances, and other property that may be installed upon said lot, piece or parcel of land by the said Duke Power Company its successors or assigns, shall at all times be and remain in the said Duke Power Company, its successors or assigns, and the Duke Power Company, its successors or assigns, shall at any and all times during the continuance of this lease, or at the termination hereof, have the right, with the aid of, and assistance of such persons as it may desire to enter in and upon said premises and remove and carry away the same.

It is expressly understood and agreed that the Duke Power Company shall hold and save the F. W. Poe Manufacturing Company harmless from any and all loss or damage sustained, and from any and all liability to any person or property incurred by the F. W. Poe Manufacturing Company by reason of any negligence or misconduct on the part of the Duke Power Company, its officers, agents or employees, in constructing, maintaining or operating the substation or any apparatus or appliances used in connection therewith upon the above described piece or parcel of land so long as this lease shall remain in effect.

It is further expressly understood and agreed that in the event the said Duke Power Company, its successors, or assigns shall abandon the use of said lot, piece or parcel of land for the purposes hereinabove set forth, and shall remove, take and carry away from same, all its apparatus, appliances and other property, then, and in that event, this lease shall terminate and the said Duke Power Company, its successors or assigns, shall surrender said premises to the said party of the first part.

In witness whereof, the said party of the first part has caused these presents to be signed in its name and behalf by its President, to be attested by its Secretary, and its corporate seal to be hereunto affixed, on the day and year above written.

Witnesses: G. K. King.
J. B. Doar, Jr.



F. W. Poe Manufacturing Co.
BY: N. C. Poe, Jr.
President.

Attest: G. W. Wright, Secretary.

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