

State of South Carolina,
County of Greenville.

This Lease, made and entered into this 1st day of Sept. A. D. 1934, by and between Piedmont and Northern Railway 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, hereinafter designated as and called the "Lessor" and Wilson Bonded Warehouse Company, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of South Carolina, party of the second part, hereinafter designated as and called the "Lessee", Witnesseth:

That whereas, the Lessor owns the premises hereinafter described: and

Whereas, the Lessee is desirous of leasing the same:

Now, therefore, in consideration of the annual rental of \$75.00 to be paid in advance at the beginning of each and every year during the continuance of this lease by the Lessee, and of the covenants upon the part of the Lessee to be kept and performed, as hereinafter set forth, the Lessor hereby lets and leases unto the Lessee that certain lot, piece, or parcel of land situate, lying and being near the City of Greenville, in the County and State aforesaid, and more particularly described as follows:

Beginning at an iron pin on the North side of new cut road 17 feet East of center line of C. & W. C. R. R. spur track; thence in an easterly direction with the North side of new cut road 109 feet to an iron pin; thence in a northerly direction 375 feet to an iron pin; thence in a westerly direction 109 feet to an iron pin 17 feet East of center line of said C. & W. C. R. R. spur track; thence in a southerly direction parallel with and 17 feet from the center line of said spur track to the point or place of beginning, and being substantially as shown within red lines on blue print map hereto attached and made a part hereof; for and during the term or period of ten (10) years, commencing July 16, 1934, and expiring July 15, 1944, for the purpose of conducting a general storage business thereon.

The Lessee may erect upon said premises, at the location designated by the Lessor, a storage warehouse 100 feet wide and 300 feet long, with a platform 9 feet in width and extending the entire length of said warehouse on the east side of the same, provided the Lessee shall obtain from the public authorities the necessary building permit..

At the expiration or other termination of this lease, the Lessee shall, at its own cost and expense, remove said warehouse from said premises of the Lessor, and restore said premises to the condition existing prior to the construction of said warehouse thereon.

The Lessee agrees that it will, at all times during the continuance of this lease, maintain and operate its business upon said premises as a going concern, producing traffic for transportation over the lines of the Lessor and its connections, and agrees to ship or cause to be shipped over the lines of the Lessor and its connections all freight going to or from said premises, provided the Lessor affords to the Lessee rates and facilities for the carriage of said freight equal to those of competing carriers.

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 of goods, wares or merchandise or other property stored upon said premises or the building erected thereon, whether the same is caused by fire or otherwise.

It is further understood and agreed that the Lessee shall not transfer or assign this lease nor let or sublet the whole or any part of said premises without the written consent of the Lessor first obtained.

It is understood and agreed that the Lessee shall have the privilege of renewing this lease at the same rental and upon the same terms and conditions as herein set forth for

(OVER)

For Consent of C. & W. C. R. R. See Wilson Bonded Warehouse Co. vs. Its Assign this Lease See This Book (1938) page 115

59