

THIS INDENTURE, Made April 27th, 1939, between M. G. Dudley party of the first part, hereinafter called the Lessor, and

NATIONAL BISCUIT COMPANY

a New Jersey Corporation, party of the second part, hereinafter called the Lessee,

WITNESSETH, That the Lessor does hereby demise and lease to the Lessee the following described property, situate in the City of Greenville in the County of Greenville and State of South Carolina, to-wit:

A plot of ground on the westerly side of South Laurens Street having the following outline dimensions: Beginning at a point in the westerly line of South Laurens Street 72.2' north of intersection of the westerly line of South Laurens Street and the northerly line of West Broad Street; thence extending in a westerly direction at approximately a right angle 100' 6"; thence continuing in a northerly direction at approximately a right angle 90' 10" to the southerly line of the Southern Railway Company right-of-way; thence continuing in an easterly direction at approximately a right angle along the southerly line of said Southern Railway Company right-of-way 100' 6" to the westerly line of South Laurens Street; thence continuing in a southerly direction at approximately a right angle along the westerly line of South Laurens Street 90' 10" to the point of beginning.

Also the use in common with others of the sidetrack adjoining the demised premises on the north and extending in a westerly direction and connecting with the rails of the Southern Railway Company.

To Have and to Hold the said premises with the buildings and improvements thereon, or such portion as may be hereby demised, and the appurtenances, for the term of five years, beginning May 1st, 1939, and ending April 30th, 1944.

The Lessee covenants and agrees to pay rent for said premises at the rate of Two Thousand One Hundred Sixty (\$2,160.00) Dollars per annum, payable in equal monthly installments of One Hundred Eighty (\$180.00) Dollars each, on the last day of each month.

It is covenanted and agreed by and between the parties hereto that if during the continuance of this lease the demised premises, or any part thereof, shall be reason of fire, lightning, cyclone, flood or other accident or calamity, or through weakness, decay or act of omission or commission of the Lessor, or of those deriving right or title from or under him be destroyed or damaged, or become wholly or in part untenable or unsafe, then and in that case the rent reserved, or a just and proportionate part thereof, according to the nature and extent of the injury, shall cease until the premises shall have been put by the Lessor in proper condition for the Lessee's use; and in case said premises are not wholly put in proper condition for the Lessee's use with thirty days after such accident or notice of such condition, or if said premises, or any part thereof, are condemned under the power of eminent domain, this lease may be terminated at the option of the Lessee.

The Lessee covenants and agrees that at the expiration of the initial or extended term of this lease, or upon the earlier termination thereof, it will yield up the said premises to the Lessor in as good condition as when the same were entered upon, injury or impairment resulting from fire, lightning, cyclone, flood or other accident or calamity, or from weakness or decay, and usual wear and tear, excepted.

No proceeding at law or equity either for the payment of rent, the recovery of the demised premises, or termination or forfeiture of this lease, shall be commenced by the Lessor, unless and until Lessor shall serve upon the Lessee, at its principal office in the City of New York, at least twenty days' written notice of the proposed proceeding.

The Lessee covenants and agrees during the continuance of this lease to make ordinary interior repairs. The Lessor covenants and agrees to keep the exterior of the building painted so that it shall at all times present an attractive appearance, and to make and do all exterior repairs, and all repairs of a permanent character, and all repairs, additions or alterations which may at any time be required by First Underwriters, Public Utility Companies or Municipal or State authority, 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.

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.