

Douglas-Guardian Warehouse Corporation  
New Orleans, La. Chicago, Ill.  
Sub-Lease

*To Seed*  
*120*  
*you said 2/3/39*

THIS INDENTURE, made in the City of Cleveland, County of Greenville, State of South Carolina, this 15th day of November, 1939, by and between Saluda River Lumber Company an individual, firm or corporation residing in and/or organized and existing under and by virtue of the laws of the State of South Carolina, party of the first part hereinafter called the lessor, and DOUGLAS-GUARDIAN WAREHOUSE CORPORATION, a corporation of the State of Louisiana, party of the second part, hereinafter called the Lessee:

WITNESSETH Whereas, the lessor is the lessee of certain warehouse rooms and buildings and premises located at Cleveland County of Greenville, State of South Carolina, more particularly outlined on the attached plat and described as follows:

A certain tract of land containing 2.99 acres with dimensions as follows: Beginning at a stake approximately 200 feet from Greer Highway then running South 69-10 E. 317 feet, thence S. 35-15 E. 114.5 feet, thence S. 24-05 E. 236 feet, thence S. 42-45 W. 136.5 feet, thence North 50-11 West 577 feet, thence N. 26-40 E. 174 feet to the point of beginning.

And whereas, said lessee has been and now is conducting a public warehouse business and in connection therewith issues warehouse receipts, and does desire in connection with such business to lease the said warehouse premises above described:

Now therefore, in consideration of the premises and of the covenants and agreements herein contained, the parties hereto obligate themselves as follows:

First. The lessor hereby leases, rents, demises and lets to the lessee, its successors and assigns, and the lessee hereby hires and takes of and from the lessor the said above described warehouse building, rooms and premises on a tenancy from year to year, or until the said tenancy shall be terminated by a thirty (30) day written notice given by either party to the other, for the rental sum of \$1.00, payable each and every year by the lessee to the lessor and other good and valuable considerations; provided it is specifically understood that in case the lessee shall have issued and there be outstanding warehouse receipts on any goods stored in any of said warehouses, under no circumstances shall this lease be terminated as to any of said warehouses until there shall be returned and delivered up to lessee for cancellation all such warehouse receipts, and until said lessor shall have paid to said lessee all charges due and owing for storage, labor and other charges and advancements on all goods and merchandise covered by such warehouse receipts; provided further that this lease shall not be subject to cancellation by lessor unless and until said lessor shall have paid to lessee all amounts due to lessee by lessor either under this contract or under a certain contract entitled "Warehousing Contract" entered into between lessor and lessee and specifically referring to this lease and the premises covered herein; and provided further, that this lease shall not be subject to cancellation so long as said "warehousing contract", shall be in effect.

TO HAVE AND TO HOLD said premises with the appurtenances thereof unto the lessee, together with the right in the lessee to have at all times, by its agents, servants or employees, free ingress to and egress from the same, through or over any other premises of the lessor, and the right to place and maintain such signs or marks thereon or on the property stored therein and/or thereon, as may be necessary to indicate the proprietorship of said lessee in and to the said leased premises and/or to the goods stored therein and/or thereon, and the paramount right at all times during the continuance of this lease to employ any facilities of the lessor for receiving, handling, weighing, storing, moving, protecting, preserving, reconditioning, packing, shipping or delivering the said property so stored; said lessee to have the sole dominion and control of the premises so leased as a public warehouseman, and to be entitled as such public warehouseman at all times to receive and store merchandise and goods in or upon said leased property, and issue warehouse receipts therefor. It is expressly understood and agreed between lessor and lessee that the lessor shall not have access to the premises herein demised or any part thereof, except with the permission of the lessee in writing, and that lessor shall not attempt to exercise at any time any control of any sort over any of the goods delivered to lessee for storage during the existence of this lease.

SECOND. The lessor agrees with the lessee that it will at all times keep said demised premises in good order and repair at its own cost and expense and that the lessee shall not be called upon or required to make any repairs of any kind or nature to, in or about said demised premises; and said lessor hereby covenants and agrees to indemnify said lessee against any loss or damage to goods that may be stored in said premises by the said lessee; and said lessor holds said lessee harmless from any damage or loss that may come to any goods stored in said premises, irrespective of the nature or cause of said damage, the intention of the parties being that the said lessor shall in every way guard and protect said premises, and keep the same, including roof, all pipes and other apparatus installed therein in good condition and repair, so that under no circumstances shall said lessee be liable for any loss or damage to any goods stored in said premises.

SATISFIED AND CANCELLED ON  
RECORD JAN 10 1940  
C. P. GREENVILLE, S. C.  
8:39 O'CLOCK  
#6987