

THIS INDENTURE, Made and entered into this 23rd day of March, 1940, by and between the CHARLESTON & WESTERN CAROLINA RAILWAY COMPANY, a corporation created and existing under the laws of the State of South Carolina, hereinafter for convenience styled Lessor, party of the first part, and THOMAS & HOWARD COMPANY, a corporation created and existing under the laws of the State of South Carolina, hereinafter for convenience styled Lessee, party of the second part:

WITNESSETH: That Lessor, for and in consideration of the rents or sums of money hereinafter agreed to be paid by Lessee and of the covenants upon the part of Lessee to be kept and performed, as hereinafter expressed, hereby leases and demises unto Lessee the right and privilege of occupying and using for the purpose of operating a wholesale grocery business, all that certain improved property of Lessor at Greenville, Greenville County, South Carolina, described as follows, to-wit:

Two three-story brick buildings, hereinafter referred to as warehouse No. 1 (50' x 140') and warehouse No. 2 (49'4" x 140'), together with the appurtenances thereof, located on a rectangular space of land on the northeast corner of the intersection of Court and Fall Streets, said land fronting 129'4" on Court Street and 140' on Fall Street; there being a driveway 30' in width and 140' in length between the said two warehouses.

All more fully shown outlined in red on blueprint attached and made a part hereof.

Said premises to be occupied by Lessee continuously from April 1, 1940, and thereafter for a period of five years, subject to the provisions of Sections Eighth and Ninth hereof.

And the Lessee hereby covenants and agrees in consideration thereof;

#### Rental.

First: That Lessee will yield and pay unto Lessor the monthly rent or sum of One Hundred Thirty-seven and 50/100 Dollars (\$137.50) each and every month, effective April 1, 1940, and payable at the beginning of each and every month during which Lessee may occupy the said premises of Lessor.

#### USE.

Second: That Lessee will not use the said premises for any other purpose than that specified herein and will not assign this lease or any part of the term hereby granted, nor suffer or permit any other person or corporation to use said premises or any portion thereof except with the consent in writing of the Lessor.

#### EXPLOSIVES.

Third: That Lessee will not carry on, or permit to be carried on, any business or occupation upon said premises which would or might be considered a nuisance, public or private, and will not store or permit to be stored on the premises any explosive of any kind.

#### ALTERATIONS.

Fourth: That Lessor does not in any way warrant or represent that said premises are suitable for the hereinabove mentioned use. Lessee shall have the right, but without expense to the Lessor, to make such changes in said premises as may be necessary to make them suitable for the above stated use, provided Lessee before making any change shall first obtain the consent, in writing, of the Lessor thereto, and provided further that said Lessee shall at the expiration of this lease return the said premises to Lessor restored to their original plan.

#### REPAIRS.

Fifth: That except as in this Section and in Sections Eighth and Thirteenth provided, Lessor will during the continuance of the lease and for the term hereby granted keep the said premises in good repair at the Lessor's cost and expense.

That Lessee will at all times during the continuance of this lease and at Lessee's cost make minor current repairs such as that to doors, windows, locks, hinges, minor leaks and minor breakage or failure of other parts of the building, and will also make such repairs as may be caused by excessive loading or other improper use by Lessee of any of the leased premises.

#### INSPECTION.

Sixth: That Lessor, through any of its officers, agents, servants or employees, shall have, during the continuance of this lease and the term hereby granted, the right and privilege at any reasonable time to enter upon, examine, and repair the premises hereby demised.

#### LIABILITY.

Seventh: That it is distinctly covenanted and agreed that inasmuch as the Lessee desires for Lessee's convenience to use the premises leased, notwithstanding the proximity of the railroad tracks, engines and machinery thereto, and operation of trains in the vicinity and the risk of fire on account thereof, and on account of the situation of the leased premises and environments, any and all risk of fire to any property at any time upon said leased premises is assumed by Lessee, and Lessee hereby releases the said Lessor from all claims for damages arising or resulting from fires communicated to any improvements placed on the premises of Lessor, whether caused by locomotives, cars, engines or machinery, or the operation thereof, or extending thereto from any fire on the property of Lessor, whether leased or not; and the Lessee agrees to indemnify the Lessor and hold it harmless from and against all claims and demands of every nature on account of injury or damage to or loss of any property of any nature whatever on said leased premises,