

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

THIS LEASE, made this the 8th day of October, 1946, by Blackinton Mills, Inc., a corporation organized under the laws of the State of Delaware, hereinafter called the "Mills", to DUKE POWER COMPANY, a corporation organized under the laws of the State of New Jersey, hereinafter called the "Power Company",

W I T N E S S E T H:

That in consideration of One (\$1.00) Dollar in hand paid to the Mills by the Power Company, receipt of which is hereby acknowledged, the Mills does hereby lease, for the period and subject to the terms and conditions hereinafter set out, to the Power Company, the following described premises, to-wit, (A) that certain lot of land, and (B) that certain right of way lying and being in or near the Town of Conestee, Greenville County, South Carolina:

(A) That lot described as follows: Beginning at a point located N. 65-40 W. 122 feet from a point in the westerly wall of the building of the Mills, which last point is 39 feet, measured along said wall in a northerly direction from the southwest corner of said building and running thence from said point of beginning as so established, N. 65-40 W. 50 feet; thence N. 24-20 E. 50 feet; thence S. 65-40 E. 50 feet; thence S. 24-20 W. 50 feet to the point of Beginning, all as is shown within red lines on print dated October 1, 1946, hereto attached and made a part hereof, including the right to install, operate and use the "delivery pole" together with its connections, indicated on said print.

(B) The right, privilege and easement of constructing and maintaining in a proper manner, with poles, wires, and other apparatus and appliances, a line for the purpose of transmitting power by electricity along and over the property of the Mills, which line shall extend from the southerly side of the above mentioned lot in a southwesterly direction to the present line of the Power Company, as shown by red line on the attached print, together with the right at all times to enter upon said property for the purpose of constructing, operating and inspecting said line and making necessary repairs and alterations thereon, together with the right to keep said line clear of all trees, structures or other obstructions of any kind that might in any way endanger or interfere with the proper construction, maintenance and use of said line.

TO HAVE AND TO HOLD the aforesaid premises unto the Power Company for the purpose of installing, operating and maintaining thereon its electrical apparatus and other property and transmitting electricity to said lot and distributing the same therefrom.

Title to all property placed or installed upon said premises by the Power Company shall at all times be and remain in the Power Company and the Power Company shall at any and all times during the continuance of this lease, and at the termination thereof, have the right to enter said premises and remove same.

This lease shall continue in force so long as the Power Company furnishes electric service to the plant of the Mills located adjacent to said premises, and upon the discontinuance of the furnishing of such electric service, and upon ninety (90) days written notice from the Mills the Power Company shall remove its property from said premises and this lease shall terminate.

As a part of the consideration for this lease the Power Company will remove its present substation and power line shown by green line on the attached print and thereon indicated as "Present line to be removed" and will abandon its right of way for same.

This contract shall inure to and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, on the day and year first above written, Blackinton Mills, Inc., has caused this instrument to be executed in its corporate name and its corporate seal to be hereunto affixed, by its duly authorized officials.

ATTEST:

Albert E. Garratt  
Secretary

BLACKINTON MILLS, INC.,

BY: J. W. Lindsay,

President.

