

Eleventh: At the expiration of the term of ten (10) years hereby created, Lessee may, if Lessee so desires and has given Lessor at least six (6) months' written notice, prior to the expiration of said term, renew this lease for a second term of ten (10) years, provided, however, Lessor does not need the said leased land for railroad purposes. It is further understood that if this lease is renewed, the rental for the second term of ten (10) years may be revised by Lessor at the expiration of the first term of ten (10) years to correspond with the probable increase in value of said land.

Twelfth: It is understood and agreed that Lessee may at any time, upon ninety (90) days' written notice to Lessor, remove the said warehouse and other improvements from the premises of Lessor. Upon removal of said warehouse and improvements from the premises of Lessor, Lessee will, at Lessee's expense, restore said leased premises to a condition satisfactory to the Engineer Maintenance of Way, or other proper officer, of Lessor.

Thirteenth: It is hereby agreed that in the event the Lessee shall fail to construct a warehouse on said leased land within two (2) years from the date of this indenture, then the Lessor shall have the right to cancel this lease by giving to the Lessee thirty (30) days' notice in writing of its intention so to do, anything herein to contrary notwithstanding.

Fourteenth: It is expressly understood and agreed that this lease does not include any part of or use of Lessor's tracks near said leased space and that in accordance with the provisions of its Switching and Absorption Tariff, I.C.C. No. A-1088, supplements thereto or successive issues thereof, Lessor will not switch carload traffic to or from said tracks from or to connections with other railroad lines.

gml

IN WITNESS WHEREOF The parties hereto have executed these presents in duplicate the day and year first above written.

Witnesses for Lessor:

J. P. Campbell
J. E. Rehder

Witnesses for Lessee:

x *Q. J. Rogers*
x *R. L. White*

Approved:

A. P. Todd
General Solicitor
B. W. Mays
General Manager
C. E. Nick
Engineer Maintenance of Way

CHARLESTON & WESTERN CAROLINA RAILWAY COMPANY,

By *G. S. ...*
Vice-President

Attest: *W. F. Marable*
W. F. MARABLE Assistant Secretary

Ralph S. Whitmire
(Ralph S. Whitmire)