

RECORDED
DEC 31 1956

THIS SUPPLEMENTAL AGREEMENT, Made and entered into this 28th day of August, 1956, by and between the CHARLESTON & WESTERN CAROLINA RAILWAY COMPANY, a corporation under the laws of the State of South Carolina, hereinafter for convenience styled the Lessor, party of the first part, and Blake P. Garrett and D. H. Garrett, partners, trading under the name and style of GARRETT & GARRETT, herinafter for convenience styled Lessee, party of the second part,

WITNESSETH:

Whereas, by an indenture between the parties hereto, dated August 28, 1956, the said Lessor has demised and leased unto the said Lessee the right and privilege of occupying and using for the purpose of maintaining portion of warehouse, and constructing and maintaining 20-foot extension thereto, and for parking trucks of Lessee and automobiles of Lessee and Lessee's employees, space of land at Fountain Inn, Greenville County, South Carolina; and

Whereas, one of the covenants of said indenture specifies that Lessee will not assign said lease or suffer or permit any other person or corporation to use the said premises except with the consent in writing of Lessor; and

Whereas, Lessee now desires to sublease said premises to Smith & Brooks, Inc., a South Carolina Corporation, hereinafter for convenience styled Sublessee;

Now, Therefore, the Lessor, in consideration of the premises does hereby give its consent in writing to the subleasing of said premises to the said Sublessee, for purpose of storing cotton, the sublease to be subject to termination at any time on thirty (30) days' notice in writing from either party hereto to the other.

And Lessee, in consideration of the premises, hereby covenants and agrees that Lessee shall remain bound to Lessor for all of the obligations assumed by Lessee in the said indenture of August 28, 1956, except for the subleasing consented to hereby, and Lessee hereby assumes the further obligation to Lessor to be liable to Lessor for the performance on the part of the said Sublessee of all of the covenants and agreements in said indenture on the part of Lessee to be kept and performed except payment of rental, it being understood and agreed that payments of rental provided for in said indenture shall continue to be made by the said Lessee to the Lessor herein.

The said Sublessee, in consideration of the foregoing, hereby agrees that, insofar as concerns Sublessee's use of said premises and liability for fire damage to property thereon owned by it or under its control, Sublessee will perform and be bound by all of the provisions of said indenture (except the covenant to pay rent to said Lessor) as if said Sublessee were the Lessee named in said indenture.

IN WITNESS WHEREOF, The parties hereto have executed these

For Plat See Plat Book EE, page 16.

Geo