

DEC 22 1956

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

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 demises and leases unto Lessee the right and privilege of occupying and using for the purpose of maintaining portion of warehouse, constructing and maintaining 20-foot extension thereto, and for parking trucks of Lessee and automobiles of Lessee and Lessee's employees,

all that certain space of land, property of Lessor at Fountain Inn, Greenville County, South Carolina, described as follows, to wit:

Beginning at a point on the northeastern boundary line of right of way, said point being 3163 feet southeast of mile post 113, Greenville Branch Line of Lessor (as measured from Augusta, Georgia); running thence in a southwesterly direction a distance of 28 feet to a point 22 feet northeast of centerline of main track, as measured at right angles; thence in a southeasterly direction, parallel to and 22 feet from centerline of main track, a distance of 261 feet; thence in a northeasterly direction a distance of 35 feet to a point on the northeastern boundary line of right of way; thence in a northwesterly direction, along said northeastern boundary line of right of way, a distance of 5 feet; thence in a southwesterly direction a distance of 19 feet; thence in a northwesterly direction, along northeastern boundary line of right of way, a distance of 256 feet to point of beginning.

For Plat See Plat Book EE, page 16

All more clearly shown in red on blueprint attached hereto and made a part hereof.

Said space to be occupied by Lessee continuously from August 10, 1956, until this lease shall be terminated by thirty days' written notice from either party hereto to the other.

And Lessee hereby covenants and agrees in consideration thereof: First: That Lessee will not use the said space of land for any other purpose than that specified herein and will not assign this lease or any rights hereunder, nor suffer or permit any other person or corporation to use any part of said space of land except with the consent in writing of the Lessor.

Second: That Lessee will yield and pay unto Lessor the yearly rent or sum of SIXTY-FIVE & 00/100 Dollars (\$ 65.00 ) each and every year or fractional part thereof, payable at the beginning of each and every year during which Lessee may occupy the said premises of Lessor (unearned rental to be refunded on termination as herein provided); and in the event of any street or sidewalk or other municipal improvements being made during this lease Lessee will pay an additional rental equivalent to six per cent. per annum on such cost of said improvements as may be assessed against the space hereby leased.

Third: That Lessee will pay the full amount of any and all taxes—State, County, Municipal and Special, and any penalties in connection therewith—levied or assessed on account of the improvements placed on said space by Lessee or by Lessee's predecessors; all necessary payment, listing and other duties in connection with the taxation of said improvements to be performed by Lessee.

Fourth: That Lessee shall construct and maintain said warehouse in a good, substantial and workmanlike manner, in accordance with plans and specifications which must be first submitted to and approved by Lessor in writing before the construction thereof is begun; said warehouse

to be painted and all of said premises to be kept in good condition, and in all respects satisfactory to Lessor, during the continuance of this lease.

Fifth: That, if Lessee shall make default in the payment of any installment of rent or shall fail to keep and perform the covenants and agreements herein contained on the part of Lessee to be kept and performed, and if any such default shall continue for the space of ten (10) days, this lease shall, at the option of Lessor, be terminated by thirty days' written notice to Lessee; on such termination or any other termination of this lease, Lessee agrees to vacate said premises and remove therefrom all buildings, structures, other improvements and contents thereof placed thereon by Lessee, or in which Lessee has any interest, and the debris from the removal thereof, and restore said premises to a condition satisfactory to Engineer Maintenance of Way of Lessor, all to be completed not later than the date of said termination; and upon failure of Lessee to remove all such buildings, structures, other improvements or contents thereof from said premises upon said date of termination, all such buildings, structures, improvements and contents thereof are to be considered and treated as having been abandoned by Lessee, and upon option of Lessor the ownership of same is to be considered surrendered to Lessor.