

**Fifth.** The lessor agrees to execute or cause to be executed any further agreement or agreements that may be or become necessary to secure to lessee the complete and convenient use and enjoyment of the premises hereby leased.

**Sixth.** Said lessor further agrees with said lessee to supply and pay for all gas, electricity, light, heat, power, steam, water, or other utility supplied to or used upon said demised premises during the existence of this lease.

**Seventh.** Any and all leases heretofore made by the parties hereto which in any wise affect the property herein demised are hereby canceled and rendered void, it being understood that any and all such leases are superseded hereby.

**Eighth.** The premises herein leased are being leased by the lessor herein from E.M. Freeman  
(Insert name of original landlord)  
and the lessor herein agrees to deliver to the lessee herein a written waiver, in form acceptable to the said lessee, of any lien, privilege, pledge or preference of any kind and character affecting the property to be stored in or upon the herein leased premises in favor of the said E.M. Freeman  
(Name of original landlord);

the true intent being that the goods stored by said lessee herein, in or upon the premises herein leased by said lessee from said lessor shall at all times be free and clear of any lien, privilege, claim or preference of any name or nature whatsoever which might accrue in favor of anyone against the property to be stored by lessee herein in or upon the herein leased premises. The lessor shall further secure from the said E.M. Freeman  
(Name of original landlord)

a statement showing the mortgages and/or deeds of trust affecting the herein leased premises and a subordination of all such mortgages and/or deeds of trust in favor of this sub-lease so that the foreclosure of said mortgages and/or deeds of trust and/or the sale of the herein leased premises thereunder shall not cause the termination of the rights of lessee herein. Or, in lieu of the aforesaid separate written waiver, lessee will have the said

E.M. Freeman  
(Name of original landlord) intervene herein, and such intervention is hereby declared to be a full, complete, unconditional and unlimited waiver by intervenor of any claim for lien, privilege, preference, pledge or priority upon any property which the lessee herein may store in or upon the premises herein leased.

**Ninth.** Lessor herein declares that he is the owner of the herein leased premises and that said premises are subject to no mortgages or deeds of trust, except:

NONE.

Lessor agrees to deliver to lessee a written subordination of the mortgage or mortgages hereinabove recited by the terms of which the mortgagee or mortgagees under said mortgages and/or deeds of trust agree that the rights of lessee herein shall not be in any manner affected by the foreclosure and/or sale of the herein leased premises under said mortgages and/or deeds of trust and that any such sale shall be made subject to the rights accorded lessee under this contract.

**In Witness Whereof,** the parties hereto have subscribed these presents and hereunto set their respective seals the day and year first above written.

Witnessed By  
James C. Polk  
Walter D. Pugh  
Margaret Helton

(Signed) Flaherty Heating & Air Conditioning, Inc

By Carl V. Green President

By \_\_\_\_\_

DOUGLAS-GUARDIAN WAREHOUSE CORPORATION

By Walter D. Pugh  
Vice-President or Asst. Secy.-Treas.

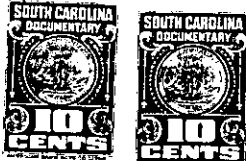
STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

For an Individual

On this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, before me, personally came \_\_\_\_\_

\_\_\_\_\_ to me known to be the identical person who executed the above and foregoing instrument, who, after being duly sworn, declared and acknowledged to me, Notary, that he executed the above and foregoing instrument of his own free will, as his own act and deed, for the uses, purposes and benefits therein expressed.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_



For a Partnership

Notary Public

BE IT KNOWN that on this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, before me, the undersigned

authority, personally came \_\_\_\_\_ to me known to be the identical person who executed the above and foregoing instrument, who, after being duly sworn, did declare and acknowledge to me, Notary, that he executed the above and foregoing instrument of his own free will, for and in behalf of a partnership doing business under the firm name and style of \_\_\_\_\_ of which he is a partner, for the uses, purposes and benefits therein expressed.

Notary Public

STATE OF South Carolina  
COUNTY OF Greenville ss.

For a Corporation

On this 18th day of February 19 64, before me personally came \_\_\_\_\_

Carl V. Green to me personally known, who, being by me duly sworn did depose and

say that he resides in Spartanburg, South Carolina; that he is President of the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

STATE OF Georgia  
COUNTY OF Fulton } ss.

X T. Roman N. M. Mullan  
My commission expires upon the request of Governor.

For Douglas-Guardian

On this 15th day of May 19 64, before me personally came \_\_\_\_\_

Chas. C. Carpenter to me personally known, who, being by me duly sworn did depose and

say that he resides in Atlanta, Georgia; that he is Vice-President of the Douglas-Guardian Warehouse Corporation, the corporation described in and which executed the above instrument and that he signed his name thereto by order of the Board of Directors of said Corporation.

Walter D. Pugh  
Notary Public, State at Large  
My Commission Expires March 20, 1965