

*Corrected  
Deed of 1973*

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

INDENTURE OF LEASE

Plat Recorded in Deed Book 824 Page 35

This Indenture, entered into this 7<sup>th</sup> day of June, 1967, by and between Jefferson Bennett Stone, Senior, individually and as substituted trustee, A. M. Stone, Eugene E. Stone, Jr., Ann S. Cleveland and Hallie S. Maxon (herein collectively called "Lessor") and Wometco Blue Circle of Greenville, Inc., a South Carolina Corporation (herein called "Lessee"),

WITNESSETH:

That in consideration of the rent reserved and the mutual covenants contained in a collateral agreement of lease executed by and between the parties hereto and bearing even date herewith, the Lessor does hereby demise and lease unto the Lessee the following described property:

All that certain piece, parcel, or lot of land situate, lying and being in the State of South Carolina, County of Greenville, and in the City of Greenville, bounded on the west by Column Street (formerly Miller Street), on the south by Stone Avenue By-Pass, on the east by Church Street, on the north by property belonging to the Estate of C. Rivers Stone, and being known and designated as Lots 31, 32, and 33 as shown on a plat entitled "Portion of Stone Land Co." prepared by Piedmont Engineering Service, Greenville, S. C., November, 1958, a portion of which is attached hereto as "Exhibit A", together with any easements, or rights-of-way of Lessor in and to adjacent properties for access or utilities.

TO HAVE AND TO HOLD the demised premises for the term set forth in such collateral agreement and upon the rents, terms, covenants and conditions therein stated, said agreement being made a part hereof and incorporated herein by reference.

Said Collateral lease agreement contains the following provisions, among others:

"Lessee warrants that it will save the Lessor harmless from all liability on account of payroll taxes, compensation insurance, and other expenses or claims of every character arising out of the construction of said building. It is further understood and agreed that Lessee will pay all bills of contractors, subcontractors, mechanics, laborers, materialmen, and other items of like character and will indemnify Lessor against all legal costs and charges, including counsel fees reasonably incurred in and about the defense of any suit in discharging the said premises or any part thereof from any liens, judgments, or encumbrances caused or suffered by Lessee.

"The Lessee herein shall not have authority to create any liens for labor or material on the Lessor's interest in the above described property, and all persons contracting with the Lessee for the erection, installation, alteration, or repair of the building, or other improvements on the above described premises, and all materialmen, contractors, mechanics, and laborers, are hereby charged with notice that they must look to the Lessee and to the Lessee's interest only in the above described property to secure payment of any bill for work done or material furnished during the term of this lease."

(Continued on next page)

*The Cancellation & Release of Deed 824-1182 of Reg. 637.*