

THIS INDENTURE, made and entered into this 30th, day of November 1898, between Southern Railway Company, a corporation organized and existing under and by virtue of the laws of the state of Virginia, hereinafter for convenience styled the Railway Company, party of the first part, and Saluda Oil Mill, a corporation organized and existing under and by virtue of the laws of the State of South Carolina, hereinafter for convenience styled the lessee, party of the second part, WITNESSETH: THAT the Railway Company, for and in consideration of the covenants of the lessee hereinafter expressed, hereby leases and to farm lets unto the lessee all and singular that certain lot, piece or parcel of land of the Railway Company, situate lying and being at Piedmont, in the State of South Carolina and bounded and described as follows: to wit, Beginning at a point on the Easterly boundary line of the right of way of the Railway Company at said Piedmont, that is to say at a point 100 feet easterly of a point on the center line of the main track of the Railway Company running between Belton and Greenville 1651 feet Southerly of Mile post No. 132 and running; thence (1) Southerly along said Easterly boundary line of said right of way 210 feet; thence (2) Westerly 75 feet to a point 25 feet Easterly of the center line of said main track; thence (3) northerly and parallel with and at all times 25 feet Easterly of said center line of said main track 210 feet; thence (4) easterly 75 feet to point or place of beginning, all being substantially as shown upon the blue print hereto annexed and made a part of this indenture.

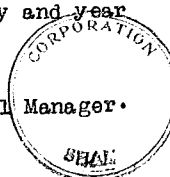
TO HAVE AND TO HOLD the same, together with the appurtenances, unto the lessee, its successors and assigns, for the full term of ten years from the 1st, day of October, 1898, that is to say until the 30th, day of September, which will be in the year 1908, together with the privilege of a renewal of said term for a further term of ten years in the manner hereinafter provided. Provided, however, and such tenancy shall be upon the express condition, that the lessee shall forthwith construct and at all times hereafter during the said term and any renewal thereof will maintain and operate as a going concern a cotton seed Oil Mill of not less than ten tons capacity, and Provided further that in the event that the lessee shall desire to renew its lease of said demised premises for the said further term of ten years as hereinbefore provided, it shall as a condition precedent thereto first serve upon the Railway Company on or before the first day of July which will be in the year 1908, a notice in writing, of its election of such renewal. AND the Railway Company further covenants and agrees that it will maintain and operate a side track springing from a point on its said main line 15 feet southerly of said Mile Post No. 132, and extending; thence Southwesterly 309 feet, entirely upon the right of way of the Railway Company, substantially as shown upon the said blue print hereto annexed. AND the lessee hereby covenants and agrees:

1. That it will forthwith erect and that it will at all time hereafter maintain said cotton seed oil mill as hereinbefore provided.
 2. That it will not sublet said premises or any part thereof, to any person except upon the consent in writing of the Railway Company.
 3. That it will pay all taxes which may be assessed upon said cotton seed oil mill so to be erected or any other buildings which it may erect, or against the Railway Company by reason of the erection of said Oil Mill or other buildings upon the property of the Railway Company.
 4. That in the event that at any time after the said 30th, day of September 1908, the Railway Company shall require the said demised premises for Railway Purposes, then and in that event; the Railway Company may, upon ninety (90) days notice in writing to the lessee of its election so to do, declare this lease to be terminated, Provided however that the Railway Company shall pay unto the lessee the reasonable value at the time of such notice of all permanent improvements then existing upon said demised premises and erected by the lessee, which said value shall be determined by agreement between the parties hereto, or by arbitration as hereinafter provided.
 5. That it will at its own costs and expense do all grading required for said side-track by the Railway Company,
 6. That it will ship and cause to be shipped over the lines of the Railway Company and its connections all freights used in or about the business of the lessee, provided that rates are afforded said lessee which are not in excess of those of competing carriers for like services performed under like conditions; and provided further that if lower rates are offered to the lessee by any competing carrier than those afforded by the Railway Company, the Railway Company shall be given an opportunity to meet the same.
 7. That upon default by the lessee in the performance of any one or more of the covenants on its part in this indenture expressed, and at all events upon the expiration of the said term of ten years as the same may be at any time renewed, the lessee shall and will remove all its property therefrom and shall and will quietly and peaceably surrender possession of said demised premises again unto the Railway Company; or in default thereof, the Railway Company may itself re-enter upon said premises as of its proper estate, and oust the lessee and all persons holding under it therefrom.
 8. That the Railway Company shall and may operate the said side track either for the business of the lessee or for any third persons, and shall and may, moreover, at any time hereafter, but upon sixty (60) days notice in writing to the lessee of its intention so to do, discontinue the operation of said side-track and remove the same.
- AND it is mutually covenanted and agreed: that whenever it shall be necessary to submit to arbitration any question at issue between the parties hereto, as hereinbefore provided each party hereto shall nominate one arbitrator, and in the event of their failure to agree the two thus chosen shall appoint an umpire and the board so constituted shall thereupon proceed to hear and determine the question at issue; and the award of such board when made shall be binding and conclusive as between the parties hereto in all respects as if the same had been set forth at length in this indenture.

IN witness whereof the parties hereto have executed these presents the day and year first above written.

In the presence of:
Wm. M. Netherland,
B. T. Hunter, Jr.
As to Railway Company,

Southern Railway Company,
By F. S. Gannon,
Third Vice-President and General Manager.



Saluda Oil Mill,
By T. G. Crymes, Pres.

J. D. Hammett,
R. D. Sloan,
As to Lessee.