

This Indenture, Made and entered into this fourteenth day of June, in the year One thousand nine hundred and twenty by and between Piedmont & Northern Railway Company, a corporation organized and existing under and by virtue of the Laws of the State of South Carolina, of the first part, hereinafter called the Lessor, and National Biscuit Company, a corporation organized and existing under and by virtue of the laws of the State of New Jersey, of the second part, hereinafter called the Lessee, Witnesseth:

That the Lessor does hereby demise and lease to the Lessee, the following described property, situate in the City of Greenville, in the County of Greenville and State of South Carolina, to-wit: The two-story and basement brick and concrete building situate on the northeast corner of Piedmont and West McBee Avenues, known as No. 490 West McBee Avenue;

Also the use, in common with others, of the private street owned by Lessor, known as Piedmont Avenue; Also the use, in common with other, of the Piedmont & Northern Railway Company sidetrack adjoining demised premises on the East;

To have and to hold the said premises with the buildings and improvements thereon and the appurtenances, for the term of three years, beginning the first day of April in the year one thousand nine hundred and twenty, and ending the thirty-first day of March in the year one thousand nine hundred and twenty-three.

And the Lessee covenants and agrees to pay rent for said premises at the rate of One thousand, two hundred (\$1,200.00) Dollars per annum, payable in equal monthly instalments of One hundred dollars (\$100.00) each, on the last day of each month.

It is covenanted and agreed by and between the parties hereto that if during the continuance of this lease the demised premises, or any part thereof, shall by reason of fire, lightning, cyclone or other accident or casualty, or through weakness, decay or act of omission or commission of the Lessor, or of those deriving right or title from or under him, be destroyed or damaged, or become wholly or in part untenable or unsafe, then and in that case the rent reserved, or a just and proportionate part thereof, according to the nature and extent of the injury, shall cease until the premises shall have been put by the Lessor in proper condition for the Lessee's use; and in case said premises are not wholly put in proper condition for the Lessee's use within thirty days after such accident or notice of such condition or if said premises, or any part thereof, are condemned under the power of eminent domain, this lease may be terminated at the option of the Lessee.

The Lessee covenants and agrees that at the expiration of the initial or extend term of this lease, or upon the earlier termination thereof, it will yield up the said premises to the Lessor in as good condition as when the same were entered upon, injury or impairment resulting from fire, lightning, cyclone or other accident or calamity, or from weakness or decay, and usual wear and tear, excepted.

It is covenanted and agreed by and between the parties hereto, that if the rent reserved, or any part thereof, shall remain unpaid for ten days after the same becomes due and payable, or if default shall be made in any of the covenants or agreements herein contained to be kept by the Lessee, then in any of such cases the Lessor may serve upon the Lessee, at its principal office in the City of New York, New York written notice of the intended forfeiture of this lease, said forfeiture to be declared in writing at a time not less than thirty days after the serving of said notice -

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of intended forfeiture. And in case the Lessee does not during the interval between the service of the first notice and that of the declaration of forfeiture fully pay all sums due and fully comply with the covenants and agreements herein contained, such declaration of forfeiture last named shall operate as a complete, absolute and irredeemable forfeiture to the Lessor of the entire interest of the Lessee in and to the demised premises.

The Lessee covenants and agrees during the continuance of this lease to make ordinary interior repairs; and the Lessor covenants and agrees, upon reasonable notice to make and do all exterior repairs, and all repairs of a permanent character and all foundation or structural strengthening, alterations, reconstruction or additions necessitated by reason of defects or weakness, or by reason of building operations upon adjacent premises, or which may at any time be required by State or Municipal authority.

The Lessor covenants and agrees that the Lessee, paying the rents herein reserved and observing keeping and performing the covenants and agreements herein contained, shall and may peaceably and quietly have, hold, occupy, possess and enjoy the demised premises for and during the full term of this lease and of this lease and of any prolongation or extension thereof.

It is covenanted and agreed by and between the parties hereto that all trade and office fixtures, machinery and equipment heretofore built or placed in or upon said premises by the Lessee or its predecessors while occupying said premises, or any part thereof, or otherwise acquired by it or them, or which may at any time during said term, or any prolongation, extension or renewal thereof be built or placed in or upon said premises by the Lessee, shall be and remain the property of the Lessee, and at or before the final expiration of said term, or any prolongation, extension, or renewal thereof, may be removed by the Lessee at its option.

It is covenanted and agreed by and between the parties hereto that if the use of a railroad sidetrack is included in this lease, the use of the said railroad sidetrack is so important to the Lessee that if it should hereafter be removed, altered or become disconnected, inaccessible or so burdened as to interfere with or impair the satisfactory use thereof by the Lessee, the said Lessee may terminate this lease at its option.

The Lessee agrees to maintain and keep in good repair the elevator, lights, sewerage and water pipes, wire connections and fixtures of demised premises at its own expense and further agrees not to alter, change, paint or make any additions to the demised premises or its fixtures without getting written permission from the Lessor.

It is also further agreed by the Lessee that it will keep the grounds, driveways, platforms and space adjoining the tracks around this building in neat appearance, and will not deposit or store, and will not allow to be deposited or stored, any goods, boxes, crates, trucks or trash on same that will interfere with the maintenance of the use of same by the Lessor, or any other person or persons using same.

The Lessee agrees to indemnify and save harmless the Lessor, its successors and assigns, from and against any and all claims, demands, suits, judgments, or sums of money for or by reason of any damage or loss to goods, wares, merchandise, or other property stored in said warehouse, whether the same is caused by fire or otherwise.

The Lessee agrees to ship, or cause to be shipped over the lines of the Lessor all freight going to or from said premises, provided the Lessor affords the Lessee facilities and rates for the carriage of said freight equal to those of competing carriers.

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