

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE.

## L E A S E

This indenture made and entered into this the 4th day of June, 1946, by and between R. P. Turner of the one part and hereinafter referred to as Landlord, and Genoble-Dean Heat Products, a Corporation under the laws of South Carolina, with its principal place of business at Greer, S. C., of the other part and hereinafter referred to as Tenant.

W I T N E S S E T H:

That for and in consideration of the mutual promises, covenants, and agreements hereinafter contained, the Landlord does hereby rent, bargain and lease, and have by these presents granted, bargained and released to Genoble-Dean Heat Products the following real estate, to-wit:

"All that certain parcel and lot of land, situate, lying and being in the City of Greer, County and State aforesaid, being the rear portion of the lot occupied by Landlord's warehouse and having the following metes and bounds:

Beginning at a point on a proposed 22 foot street, which point is at the corner of the North East rear corner of Landlord's warehouse, 275 feet East of Depot Street and runs thence along the South side of the said proposed new street N. 78-00 E. 153.5 feet to Western side of another proposed street 22 feet wide, thence along the last mentioned proposed street S. 10-03 E. 142 feet to the right of way of Southern Railway Company; thence S. 78-46 W. 144.44 feet, along the Southern Railway right-of-way to the South East corner of Landlord's warehouse; thence along the line by the rear portion of said warehouse N. 12-10 W. 140 feet to the beginning corner, as shown by a survey and plat referred to as a part of this description;

Provided, however, that should the Landlord, during the life of this lease, desire for his own personal use a strip up to but not exceeding 50 feet, or any lesser portion thereof, and running the entire width of the lot next to his warehouse the tenant is to yield the same to him upon thirty days written notice of his desire as aforesaid, and in that event the rent charged therefor, and agreed upon herein, shall be reduced in proportion, based on square feet so desired by the Landlord, and the Lease continue to the termination thereof in all other respects. The lease is to run five years from the date of execution, at the end of which period this Lease shall terminate for all intents and purposes; PROVIDED, however, that should Landlord decide to sell and convey the said property covered by this lease during said period he is to give notice thereof to the tenant, and shall give to the tenant the first opportunity to purchase same before selling the same to any other purchaser at a similar bona fide offer, to pay for same, any sale to be subject to this Lease.

It is further understood and agreed that the Tenant may at its own expense erect on said premises an office building, or any other buildings necessary to carry on its business of coal dealer, and any or all of them as authorized by its charter which charter is recorded in the R. M. C. Office in Deed Book 291, page 112 to which reference is made, and is hereby made a part hereof, install water and sewerage facilities therein, to make such excavations as may be reasonably necessary therefor on the said lot, and that it may grant to any public utility company the right to erect poles - install electric service thereon, install scales and other trade fixtures with the right to the Tenant to remove all fixtures, improvements, except water and sewer pipes embedded under ground, on or before the expiration of said Lease and any of such improvements and fixtures remaining on the premises for thirty days or more from the expiration of said Lease shall be deemed abandoned to the Landlord, at which time said right to remove shall cease, as well as the right of entry to remove same.

For the use of the said premises, Tenant agrees to pay Landlord the sum of Two Hundred (\$200.00) Dollars per calendar year, which shall be paid in twelve (12) monthly installments of Sixteen & 66/100 (\$16.66) Dollars Cash, payable on or before the first day of each month, for the preceding month, and in the event of default of payment for ten (10) days of any one or more of such installments from time to time, the same shall terminate this Lease at the option of the Landlord, and the acceptance of any monthly payment after the due date shall not be considered as a waiver of this requirement as to any subsequent defaults from time to time as they might occur.

It is further understood and agreed that this Lease constitutes the entire agreement between the parties, that the same shall not be assigned, transferred, nor shall any portion of the premises be sublet by Tenant to any other person, firm or corporation without the written consent of Landlord, or his successors in title, or legal representatives, and that nothing shall be placed or suffered on the premises within described that would constitute a nuisance or other material such as storing, coal, wood or other inflammable material within 20 feet from the warehouse above mentioned nor higher than 8 feet next nearest to said warehouse.