This Indenture, made and entered into this 25th day of October, 1936, by and between the Charleston & Western Carolina Railway Company, a corporation created and organized under the laws of the State of South Carolina, here inafter for convenience styled lessor, party of the first part, and J. P. Rosamoni, or Greenville, S. C., hereinafter for convenience styled lessee, party of the second part:

Witnessetn: what Lessor, for and in consideration of the sum of One dollar to it in hand paid by the Lessee, the receipt where of is hereby acknowledged, and of the covenants upon the part of Lessee to be kept and performed as here inafter expressed, hereby demises and leases unto Lessee the right and privilege of occupying and using for purpose of maintaining warehouse, all that certain space of land, property of Lessor, at Simpsonville, South Carolina, as shown on blue print here to attached and described as follows:

A rectangular space 27.5 feet by 35.5 feet on the western side of main track, the eastern or 35.5 foot side of said space being 22.5 feet from center line of main track, and 7.5 feet from and parallel to center line of spur track; the 27.5 foot or northern side of said space being 1317 feet in a southeasterly direction from mile post 118, Greenville Branch Line of Lessor (as measured from Augusta, Ga.)

All more fully snown outlined in red on aforesaid blue print attached hereto and made a part here of.

Said space to be occupied by Lessee continuously from the date of this agreement until terminated by thirty days written notice from either party hereto to the other.

And Lessee hereby covenants and agrees in consideration thereof:

First: That Lessee will not use the said space of land for any other purpose than that specified herein and will not assign this lesse or any part of the term hereby granted, nor suffer or permit any other person or corporation to use said space of land except with the consent in writing of the Lessor.

Second: That the said Lessee shall and will indemnify and save harmless Lessor, its successors and assigns, against any and all claims, demands, suits, judgments, and sums of money accruing to Lessee or to any person or persons against Lessor, for the loss of or damage to any goods or wares or property of any kind placed or stored on or in the said premises, whether the same is the result of fire caused by the negligent emission of sparks from the locemotive engines of Lessor, or otherwise, howsoever resulting.

whird: In the event of any street or sidewalk or other municipal improvements being made during this agreement, Lessee will pay rental equivalent to six per cent per annum on such cost of said improvements as may be assessed against the space hereby leased; and also, Lessee will pay the full amount of all taxes levied or assessed on account of improvements placed on said space by Lessee.

Fourth: That Lessee shall, at all times, keep said premises in good condition, and in all respects satisfactory to Lessor, during the continuance of this lease.

Fifth: At the expiration or any termination of this lease, Lessee will vacate the premises and remove therefrom all property placed thereon by Lessee or in which Lessee has any interest, and restore the premises to a condition satisfactory to the Assistant Engineer of Lessor, all to be completed within ten (10) days after such expiration or other termination, and upon the failure of Lessee to remove said property the same shall be deemed to have been abandoned by Lessee and the ownership thereof surrendered to Lessor.

In witness whereof, the parties hereto have executed these presents in duplicate, the day and year first above written.