

THIS INDENTURE, made and entered into this tenth day of September, in the year one thousand nine hundred and nine, by and between W. Austin Hudson and George E. Jordan, co-partners doing business under the firm name of Hudson and Jordan, 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 one and one-half story brick building with basement located at the Southwest corner Webster and Boise Streets, including the use of the office and hand elevator which are now in said building. TO HAVE AND TO HOLD the said premises with the buildings and improvements thereon and the appurtenances, for the term of One year, beginning the twenty-sixth day of November in the year one thousand nine hundred and nine and ending the twenty-fifth day of November, in the year one thousand nine hundred and ten. And the Lessee covenants and agrees to pay rent for said premises at the rate of Four hundred fifty (\$450.) dollars per annum, payable in equal monthly installments of thirty-seven dollars and fifty cents (\$37.50) 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 calamity, 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 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 extended term of this lease, or upon the earliest 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, expected.

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, 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 of intended forfeiture. 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 shall have the right to extend or prolong the term of this lease for a further period of One year, from the expiration of the initial term of this lease, upon the same terms and conditions, provided the Lessee shall give to the Lessor written notice of its intention to avail itself of such right at least thirty days before the expiration of said initial term; and such notice when given shall operate to extend or prolong the term of this lease for such additional period and all the covenants, agreements, terms, conditions and stipulations contained herein (except the covenants for additional period) shall apply to such further period of time the same as if it had been made a part of and included in the original term of this lease. 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 any prolongation or extension thereof. It is covenanted and agreed by and between the parties hereto that all machinery, ovens, engines, boilers, fixtures and equipment of whatsoever name, character or description, 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, shall be removed by the Lessee at its expense, the Lessee agreeing to close the openings occasioned thereby and to place floors where ovens stood; all such work to be done in a good and workmanlike manner.

It is understood that if the Lessee avails itself of the foregoing privilege of prolonging the term of this lease, it may by giving like notice repeat such prolongation for one additional year, beginning November 26, 1911.

It is covenanted and agreed by and between the parties hereto that the covenants, agreements, conditions, terms and stipulations herein contained shall be binding upon and apply and inure to the heirs, executors, administrators, successors and assigns of the respective parties.

In witness whereof the Lessors have hereunto set their hands and seals and the Lessee has caused its corporate seal to be hereunto affixed and these presents to be signed by its Vice President and attested by its Secretary. the day and year first above written.

Signed, sealed and delivered in the presence of:  
E.P. Evatt, As to Lessor.  
R.E. Putman,

W. Austin Hudson, (Seal)  
G.E. Jordan, (Seal)

E.F. Heermann, As to Lessee.  
Paul F. Binford,

National Biscuit Company,  
By F.M. Peters, Vice-President.  
Attest: F.E. Bugbee, Secretary.

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