

This Indenture made and entered into this 22nd day of April, A.D. 1925 by and between N.C. Poag (Widower) of Greenville, South Carolina hereinafter called Lessors and Hercules Power Co. a corporation organized and existing under the laws of the state of Delaware hereinafter called The Lessee, Witnesseth:

That the lessors, to hereby lease, demise and let unto the lessee, its successors and assigns, certain lands and premises situate in Greenville County State of South Carolina, more particularly described as follows, to-wit: A part of that certain Tract of land transferred from Dit White Poe to N.C. Poe by deed, dated June 1st, 1922 and recorded in deed book No. 82, page 3 in the R.M.C. Greenville, S.C. having the following metes and bounds: Starting at a point in center of road at Northwest end of Fair Bridge, and running thence in a Southeastly direction making an angle of sixty degrees, with center line of said Bridge 650 feet to the point of beginning; thence in this same direction 400 feet to a point; thence in a Northeastly direction making an angle of 90 degrees with first line, 300 feet; thence parallel to the first line in a Northeastly direction 400 feet; thence in a Southwestly direction 300 ft. to the point of beginning, containing 2.4 acres of land more or less, exclusive of that portion of this tract encroached upon by lake of Southern Power Company, together with all rights easements and appurtenances, thereto belonging or usually held or enjoyed therewith; and also right of ingress, egress and regress to and from the demised premises over, across and upon other lands of the lessors adjacent thereto.

To have and to hold, the same unto the lessee its successors and assigns for the term of five years from the first day of May, 1925 and from year to year thereafter unless cancelled by either party by giving written notice six mos. previous to cancellation and for an annual rental of One hundred dollars (\$100.00) payable annually in advance on the first day of May, provided however, that the lessee may determine and cancel this lease at the expiration of any year during the life thereof by giving to the lessors thirty (30) days previous notice of such determination and cancellation, after May 1st, 1930. A renewal of this lease to be at a rental to be agreed upon by both parties.

(And in consideration of the rental as aforesaid, and of the sum of One hundred dollars (\$100.00) from the lessors to the lessee in hand paid, the receipt whereof is hereby acknowledged, The lessors covenant and agree with the lessee as follows to-wit: Form 3

1. That the lessee may peaceably hold and enjoy the said premises during all the time above mentioned without any interruption by the lessors, their heirs and assigns, or any person claiming by, through or under them or any of them.
2. That the above described premises may be used for the handling and storage of explosives and blasting supplies, and that the lessee may at any time remove any and all buildings or improvements which it owns or which it may place or cause to be placed upon said premises.
3. That the lessee shall and is hereby granted the option of renewal of this lease upon its expiration or determination for the length of time and on the terms and conditions herein contained and such option may be exercised by the continued occupancy of the said premises by the lessee after the expiration of the term hereby granted.
4. Lessors agree that no explosive magazine will be erected on this property within 500 feet of magazines of lessee, without the written consent of the lessee first had and obtained.
5. It is expressly agreed between both parties to this lease that the lessors shall not be held liable in damage for any injuries or loss of property caused by any explosion of any commodity of the lessee. The benefits and obligations of this lease shall inure to and be and become binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. In witness whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of
 C. C. Harvin
 R. E. Barton
 N. C. Poag, L. S.
 Hercules Power Co.
 By J. T. Kelly, Vice President.

State of South Carolina
 County of Greenville
 Be it remembered that on this 22nd day of April, A.D. 1925 before me Alfred B. Taylor, a notary Public of South Carolina personally appeared C. C. Harvin and R. E. Barton to me personally well known to be the identical persons described in and whose names are subscribed to and who signed, sealed and delivered the within and foregoing instrument of writing as lessors in my presence and in the presence of the two witnesses whose names are thereto subscribed, as such, and severally acknowledged that being informed of the contents and effect of same. They signed, sealed and delivered the same voluntarily, as and for their free act and deed on the day, the date, year and place first above written. I do hereby certify that the same might be recorded as such, and I will see to it that I have hereunto set my hand and seal of office at Greenville, S.C. on this day and year first above written. My commission expires at the pleasure of the Governor.
 Alfred B. Taylor, Notary Public for the State of S.C.
 Recorded June 8th at 11:45 P.M.

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