

STATE OF SOUTH CAROLINA,)

COUNTY OF GREENVILLE.)

THIS AGREEMENT made this 16th day of July, 1929, between CHICK SPRINGS WATER COMPANY, a corporation, hereinafter referred to as the Lessor, and CHICK SPRINGS GINGER ALE COMPANY, a corporation, hereinafter referred to as the Lessee;

WITNESSETH:

(1) The Lessor does hereby lease unto the Lessee:-

All that certain tract or parcel of land situate, lying and being in South Carolina, Greenville County, Chicks Springs Township, on the northeast side of Lick Creek and northwest of paved road, or more particularly described as follows:

BEGINNING at a stake in the center of the Old Chick Spring Road, northeast of the corner of the present building located thereon, and at the intersection of a line parallel with the northeast end of the building, twenty feet from said building; thence with a line parallel with the northeast end of the building to the center of paved highway; thence with the center of paved highway South to the north post of the steps on highway leading from the highway to Chick Springs; thence a straight line to the center of branch at bridge; thence down the branch as a line, to the center of Lick Creek; thence north and up Lick Creek to the center of the old Chick Springs Road, bridge over Lick Creek; thence following the center of the old Chick Springs Road as a line to the place of beginning; and known as Chick Spring Ginger Ale Bottling Plant.

TOGETHER with a right-of-way for a water line from said premises to Well No. 1 located to the northeast of said premises, and another water pipe line from said premises to Well No. 2 located to the southwest of said premises.

(2) TOGETHER with the exclusive right or license, during the term of this lease, to use for the making of carbonated beverages or mixed drinks or syrups of whatsoever kind, water from Well No. 1, or from any other point on Lessors property for a similar purposes, such right, however, to be exercised jointly with the right of the Lessor, its successors or assigns, to take water from said well for the purpose of selling same in a plain or unmixed condition. And together with the right to take water from Well No. 2 for washing, cleaning, sterilizing and purposes incident to the business, other than for use as contents of any drink or syrup, which right shall be exercised jointly with the right of the Lessor to take water from said well.

(3) TO HAVE AND TO HOLD unto the Lessee for And during the term beginning August 1st, 1929, and ending July 31st, 1934, together with the right and privilege, at the option of the Lessee, to renew or extend said term for three successive periods of five years each, making a total possible term, as extended by such renewals, of twenty years, The option so to extend for each five year period above provided for shall be exercised by notice in writing given by the Lessee to the Lessor not less than thirty days prior to the expiration of the preceding five year period.

(4) And the Lessee does hereby covenant and agree to pay unto the Lessor for an during the term of this lease a fixed rental of Fifty (\$50.00) Dollars per month, payable on or before the 10th day of each calendar month for the preceding month, and a water rental or royalty equal to 1¢ per case of two dozen six or eight ounce bottles, and 2¢ per case of two dozen twelve or sixteen ounce bottles of carbonated drinks manufactured or bottled on said premises, and 2¢ per gallon on water used in the manufacture of syrups on said premises, for the first year of this lease, and after the expiration of said first year, at the rate of 2¢ per case of two dozen six or eight ounce bottles, and 3¢ per case of two dozen twelve or sixteen ounce bottles of carbonated or mixed drinks manufactured or bottled on said premises, and 2¢ per gallon of water used in the manufacture of syrups on said premises. Statements shall be rendered monthly, on or before