

State of South Carolina,  
County of Greenville.

This Indenture, made and entered into this 30d day of November, A. D. 1933 by and between Victor-Monaghan Co., (Monaghan Plant) a corporation duly organized and existing under and by virtue of the laws of the State of South Carolina party of the first part, and Duke Power Company, a corporation duly organized and existing under and by virtue of the laws of the State of New Jersey, party of the second part, Witnessed:

Whereas, the party of the first part owns the lot of land hereinafter described, and

and whereas, the party of the second part is desirous of leasing the lot of land for the purpose of installing, operating and maintaining thereon its electrical apparatus, appliances and other property and transmitting electricity or electric power thereto, and distributing the same therefrom so long as it may deem it advisable so to do:

Now, therefore, in consideration of the premises and the sum of Five (\$5.00) Dollars, and other good and valuable considerations to it paid by the Party of the second part, the receipt of which is hereby acknowledged, the party of the first part has let, leased and demised and by these presents does let, lease and demise unto the said Duke Power Company, its successors and assigns all that certain lot, piece or parcel of land situate, lying and being in or near the City of Greenville, County of Greenville, State of South Carolina, and more particularly described as follows:

Commencing at the Northeast corner of the Filter Plant and running North 0° 49' West 18.35' to an angle iron corner point of beginning; thence North 89° 11' East 70 feet to an angle iron corner; thence South 0° 49' East 60' to an angle iron corner; thence South 89° 11' West 70' to an angle iron corner; thence North 0° 49' West 60' to point of beginning, as shown on Map A-72-p hereto attached.

To have and to hold the aforesaid lot, piece, or parcel of land and privilege, unto the said Duke Power Company, its successors and assigns, for the use and purpose of installing, operating and maintaining thereon its electrical apparatus, and other property and transmitting electricity or electrical power thereto and distributing the same therefrom, so long as it may desire so to do.

It is expressly understood and agreed that the title to all apparatus and appliances, and other property that may be installed upon said lot, piece or parcel of land by the said Duke Power Company its successors or assigns, shall at all times be and remain in the said Duke Power Company, its successors or assigns, and the Duke Power Company, its successors or assigns, shall at any and all times during the continuance of this lease, or at the termination hereof, have the right, with the aid of, and assistance of such persons as it may desire to enter in and upon said premises and remove and carry away the same.

It is Further Expressly understood and agreed that in the event the said Duke Power Company, its successors, or assigns shall abandon the use of said lot, piece or parcel of land for the purposes hereinabove set forth, and shall remove, take and carry away from same, all its apparatus, appliances and other property, then, and in that event, this lease shall terminate and the said Duke Power Company, its successors or assigns, shall surrender said premises to the said party of the first part..

It Witness whereof, the said party of the first part has caused these presents to be signed in its name and behalf by its President, to be attested by its Secretary, and its corporate seal to be hereunto affixed, on the day and year above written.

Witness: A. H. Cottingham  
George Wrigley

Victor Monaghan Co.,  
F. M. Marchant,  
President.

Attest: H. Lindsay,  
Secretary.

State of South Carolina,  
County of Greenville.

Personally appeared before me A. H. Cottingham, and made oath that he saw F. M. Marchant, President and H. Lindsay, Secretary, respectively, of the Victor Monaghan Co. sign, attest and affix hereto the corporate seal of said Victor Monaghan Co. and, as the act and deed of said corporation, deliver the within written deed, and that he, with George Wrigley witnessed the due execution thereof.

Sworn to before me this 3

A. H. Cottingham.

day of November, A. D. 1933.

B. O. Woodward,

Notary Public for South Carolina.

Lease recorded this the 8th day of November 8:30 A. M., 1933.