

TITLE TO REAL ESTATE

37235 PROVISIONS—LIBRARY CO.—GREENVILLE

THIS INDENTURE, Made and entered into this 25th, day of May, 1939, by and between the CHARLESTON & WESTERN CAROLINA RAILWAY COMPANY, a corporation created and organized under the laws of the State of South Carolina, hereinafter for convenience styled Lessor, party of the first part; and BALENTINE PACKING COMPANY, INC., a corporation created and organized under the laws of the State of South Carolina, hereinafter for convenience styled Lessee, party of the second part:

WITNESSETH: That Lessor, for and in consideration of the rents or sums of money hereinafter agreed to be paid by Lessee and of the covenants upon the part of Lessee to be kept and performed as hereinafter expressed, hereby demises and leases unto Lessee the right and privilege of occupying and using for purpose of constructing and maintaining office, warehouse, stock pen, and conducting a packing plant, or for any purpose incidental thereto, all that certain space of land, property of Lessor at Greenville, Greenville County, South Carolina, described as follows to-wit:

Beginning at a point 135 feet southeast of the southeastern corner of the intersection of Fall Street and Court Street in the said City of Greenville, South Carolina; thence running in a southwesterly direction a distance of 80 feet; thence running at right angles in a southeasterly direction a distance of 20 feet; thence running at right angles in a northeasterly direction a distance of 22.5 feet; thence running in a southeasterly direction parallel to and 7.5 feet from centerline of side track No. 4 (Lower Yard of Lessor) serving this property, a distance of 173 feet; thence in a northeasterly direction along the western street line of Gas Street a distance of 61 feet; thence in a northwesterly direction a distance of 180.5 feet along the southern line of Court Street to point of beginning.

All more fully shown in red on blue print attached hereto and made a part of this agreement.

Said space to be occupied by Lessee continuously July 1, 1939, and thereafter for a period of ten (10) years subject to the provisions of Section FIFTH hereof.

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 lease or any rights hereunder, nor suffer or permit any other person or corporation to use any part of said space of land except with the consent in writing of the Lessor.

SECOND: That Lessee will yield and pay unto Lessor the monthly rent or sum of THIRTY-FOUR & 15/100 DOLLARS (\$34.15) each and every month or fractional part thereof, effective July 1, 1939, payable at the beginning of each and every month during which Lessee may occupy the said premises of Lessor; provided, however, that such rental shall be subject to revision each five year period from effective date named in this section during the term herein specified or any extension thereof; and in the event of any street or sidewalk or other municipal improvements being made during this lease Lessee will pay an additional rental equivalent to six percent 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, or Lessee's predecessors.

THIRD: That 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 loss of or damage to said structures, or any goods, wares or property of any kind placed or stored in the said premises whether the same is the result of fire caused by negligent emission of sparks from the locomotive engines of Lessor, or otherwise, howsoever resulting; damage due to derailment of car or engine, not caused by acts of Lessee, excepted.

FOURTH: That Lessee shall build and maintain said structures in a good, substantial, and workmanlike manner, the same to be painted, and all of said premises to be kept in good condition during the continuance of this lease.

FIFTH: It is hereby agreed that in the event the Lessee shall fail to use the leased property for the purposes herein described or in the event the Lessee shall, for a period of ninety days, fail to conduct on said leased property a business of such volume as, in the opinion of the property officers of the Lessor, justifies the continuance of this lease, unless the same be due to conditions beyond the control of the Lessee, or if default shall be made by Lessee in the payment of any part of the rent hereinbefore mentioned and reserved or of any other moneys herein reserved to be paid by it and such default shall continue for the space of thirty days from and after the time when the same shall have become due or ought to have been paid, or if said Lessee shall fail to keep and perform or shall violate for the space of thirty days any of the covenants, agreements or stipulations herein contained on its part to be kept and performed, then and in any such event, at any time during the term hereby created or renewal thereof, it shall be lawful for Lessor to determine this lease by giving Lessee thirty days notice in writing of such intention, and upon the giving of said notice for said time, it shall be lawful for Lessor at its option into and upon said demised premises to re-enter, take possession of and enjoy as of its former estate and thereby this lease and the terms hereby granted shall cease, determine and be at an end and void, save and except only for the purpose of enabling and empowering Lessor to demand, receive, sue for and collect, all rents and other moneys that may be due and owing to it from Lessee under the provisions thereof, at the time of such determination of this indenture. And it is agreed and stipulated that the mailing of such notice by Lessor or any of its officers, agents or employees by registered mail, postage paid, addressed to Lessee at Greenville, S. C., shall be sufficient notice, and time will begin to run upon said notice from the time the same is deposited in any Government mail box or Post Office. At the expiration of 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 sixty (60) 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.

SIXTH: That Lessee will so far as is lawful, route all freight originating on said premises or consigned to Lessee at said point over the lines of Lessor, provided however that the rate on such freights so routed shall not be greater than the lowest lawful rate for like shipment in effect over any competitive railroad line between the points of origin and destination.

SEVENTH: That Lessee will promptly pay all such demurrage charges as may accrue to Lessor for detention of cars that may be shipped to or by Lessee.