STATE OF SOUTH CAROLINA

GREENVILLE COUNTY OF

PARTIES

4.

THIS INDENTURE, Made and entered into this , 1957, by and between CHESTNUT HILLS, INC., 1. a corporation duly organized and existing under and by virtue of the laws of the State of South Carolina, with its principal place of business in Greenville, South Carolina, party of the first part, hereinafter called OWNER, and SUNSHINE BISCUITS, INC., a corporation organized and existing under and by virtue of the laws of the State of New York, party of the second part, herein after called LESSEE,

## WITNESSETH:

AUG 2 1957 A.M.

Mrs. Ollie Fernsworth R. M. C.

DESCRIPTION

That the Owner does hereby demise and lease to the Lessee the following described property situate near the City of Greenville, in the County of Greenville, State of South Carolina, on Rutherford Road, and being more particularly described as follows:

ALL that certain piece, parcel or lot of land situate at the intersection of the north side of Rutherford Road with the west side of Arcadia Drive, county and state aforesaid, being shown on plat of property of Northwood Industrial Park prepared by R. D. Witt & Sons and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Rutherford Road, said pin being situate in a westerly direction 142.8 feet from the center of Arcadia Drive and running thence along the northern side of Rutherford Road, N. 55-0 E. 142.8 feet to a point in the center of Arcadia Drive; thence turning and running along the center of Arcadia Drive, N. 34-32 W. 147.5 feet; thence continuing along the center of Arcadia Drive in a northwesterly direction to a point in Arcadia Drive where the center of a spur railroad track crosses the center of Arcadia Drive; thence turning and running along the center of said spur railroad track in a westerly direction approximately 180 feet to an iron pin; thence turning and running along the line of property now or formerly of Morris, S. 34-47 E. 395.9 feet to an iron pin, the point of beginning, subject to the right-of-way of Arcadia Drive and the aforesaid spur railroad track.

TERM

TO HAVE AND TO HOLD the said premises with the building 3. and improvements thereon or to be built and the appurtenances for the term of fifteen (15) years from the effective date hereof.

RENTAL

Lessee shall pay to the Owner an annual rental of \$5,076.00 payable in equal monthly installments of \$423.00, on or before the fifteenth day of each month.

ERECTION OF

Within 30 days after the signing of this lease agreement Owner shall promptly commence the erection and pursue with all reasonable diligence the construction, at its expense, of a warehouse and office building on the hereinabove described pro-IMPROVEMENTS perty in accordance with tentative plans (floor plan, electrical, heating, elevations) and outline specifications, covering the same, both of which are to be signed by the Owner and the Lessee and are hereby made a part hereof by incorporation herein. Owner shall make every reasonable effort to have the building completed and ready for occupancy by October 1, 1957.

> Owner agrees so far as within his power to maintain a spur switch track from the Southern Railway to the door of said demised premises and building for the use of Lessee.

> > (Continued on Next Page)