

construct a 16 foot fireproof door between the building on the premises herein demised and the warehouse to be erected on the adjoining property approximately in the center of the side wall between said two warehouses.

14. The property herein demised adjoins the Charleston & Western Carolina Railway Company right-of-way at the rear. There is constructed on said right-of-way a railroad siding which serves the property herein demised and other property of the Lessor. The Lessor hereby warrants that said siding can be used by the Lessee in transporting its products to and from the demised premises without payment to the Charleston & Western Carolina Railway Company or any other railroad company of any additional freight charge for said switching privilege. Said side track is to be for the joint use of the Lessee and Lessor and his heirs and assigns and any other person, firm or corporation entitled to use the same.

15. The Lessor warrants that he is the owner in fee simple of the property herein demised, free of liens and encumbrances, and that upon payment of the rents reserved and the performance of the other covenants and conditions by the Lessee, said Lessee shall enjoy quiet and peaceful possession of the leased premises during the entire term of the lease.

16. The failure of the Lessee or the Lessor to take advantage of any default on the part of the Lessee or Lessor, as the case may be, shall not be construed as a waiver thereof nor shall any custom or practice which may grow up between the parties during the term of this lease be construed to waive or lessen the rights of the Lessee or Lessor to insist upon the provisions thereof.

17. This lease agreement executed by the Lessor and the Lessee in duplicate merges all understandings and agreements between the parties hereto with respect to the leased premises and constitutes the entire lease agreement and shall not be changed or modified

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