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BOOK 684 PAGE Form 228 Sheet 1 Revised Dec. 12, 1960

Agreement of Lease, Made this 20th day of July 19 61, between the ATLANTIC COAST LINE RAILROAD COMPANY, a corporation created and existing under the Laws of Virginia, hereinafter called the Lessor, and TEXIZE CHEMICALS, INC., a corporation under the laws of the State of South Carolina, Dec.

, hereinafter called the Lessee:

WITNESSETH: That the Lessor, for and in consideration of the rents and covenants hereinafter set forth to be paid and performed by the Lessee, has leased and demised unto the Lessee, the following quantity of rail and other material, hereinafter called rails, to-wit:

SIX HUNDRED NINETY-EIGHT (698) lineal feet 80-lb. rail, relay; TWENTY-TWO (22) pairs 80-lb. angle bars, relay; THREE HUNDRED FIFTY (350) 80-lb. tie plates, relay;



to be used by the Lessee in the ~~construction and~~ operation of railroad track facilities at Mauldin, Greenville County, South Carolina and for no other purposes whatsoever, the said track facilities being more fully described in agreement dated July 21, 1961 between the parties hereto.

SUBJECT, HOWEVER, to the following covenants and conditions, which are agreed to and accepted by the said Lessee, that is to say:—

1: The Lessee will pay to the Lessor, as rental for the use of said rails, (a) the sum of FIFTY-FOUR AND 34/100 - - - - - Dollars (\$ 54.34 ) per annum in ~~twelve (12) equal installments, of~~ Dollars (\$ ) each, the first of which payments shall be and become due on the effective 1st day of December , 1960 , and the others on the first day of each month thereafter during the life of this lease, and (b) a sum of money equal to the amount the Lessor shall pay for any and all taxes, the United States, State, Municipal, County or Special, which may be levied on or charged or assessed against the rails hereby leased during the life of this agreement, payment of such monies to be made to the Lessor by the Lessee within thirty (30) days after rendition of bill for same.

2: The Lessee will, if so required by the Lessor, obtain from the owner or owners of any and all lands upon which the said rails may be located in said track facilities, a grant or easement for the ~~construction and~~ operation of said track facilities, which said grant or easement shall be in writing, executed for recordation and by Lessee duly recorded, giving the Lessee the right to construct and operate said track facilities, and giving the Lessor herein the immediate right to enter upon the said lands and remove the said rails in the event this lease is terminated as hereinafter provided, or at the expiration of the term or terms hereby created.

3: The Lessee, in ~~constructing and~~ maintaining track facilities with the rails hereby leased, will place under each thirty foot section of rail not less than sixteen cross ties, and will at all times thereafter maintain that number of sound ties under and with good bearing against said rails, and will in this and all other respects so maintain said rails that at the expiration or other termination of this lease the said rails shall be returned to Lessor in as good condition as same

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