

THIS AGREEMENT, Made and entered into this 25th day of November, 1963, by and between the ATLANTIC COAST LINE RAILROAD COMPANY, a corporation under the laws of the State of Virginia, hereinafter styled Lessor, party of the first part, and C. Otto White, Jr., of Greenville, South Carolina, hereinafter styled Lessee, party of the second part, WITNESSETH:

WHEREAS, by an agreement dated August 21, 1953 between the former Charleston & Western Carolina Railway Company, a South Carolina corporation hereinafter styled Railway Company, and Ralph S. Whitmire, recorded in Deed Book 487, Page 237, with plat attached thereto, recorded in Plat Book Volume DD, Page 203 of the public records of Greenville County, South Carolina, the Railway Company leased and demised unto Ralph S. Whitmire the right and privilege of occupying and using for the purpose of maintaining a warehouse, all that certain parcel of land, owned by the Railway Company at Greenville, Greenville County, South Carolina, as particularly described in said agreement to which reference is hereby made; and

WHEREAS, by an unrecorded supplemental agreement dated August 22, 1953, between the Railway Company and Ralph S. Whitmire, the Railway Company consented to the subleasing of said parcel of land to F. W. Whitmire & Sons; and

WHEREAS, by virtue of a supplemental agreement dated February 15, 1956, recorded in Deed Book 552, Page 49 of said public records, the Lessee herein acquired all of the interest of Ralph S. Whitmire enjoyed under said agreement dated August 21, 1953; and

WHEREAS, by an unrecorded agreement dated March 20, 1956, between the Railway Company and C. Otto White, Jr., the Railway Company consented to the subleasing of said parcel of land to White Feed Store; and

WHEREAS the Railway Company was merged into and became a part of the Lessor herein by order of the Interstate Commerce Commission F/D 20852, effective December 31, 1959; and

WHEREAS the Lessor and Lessee herein mutually desire that said agreement of August 21, 1953, and supplements thereto, as aforesaid, be terminated;

NOW THEREFORE the parties hereto hereby agree that effective on the 4th day of September, 1963, said agreement of August 21, 1953, and supplements thereto, as aforesaid having been superseded, be and are hereby terminated.

The parties further agree that such termination does not relieve either party of any liability that may have occurred during the term of the above agreement even if it is not discovered until a time subsequent to termination.

(CONTINUED ON NEXT PAGE)

