TITLE TO REALESTATE

The Lessor agrees that during the continuance of this lease the remainder of said building, if any, will not be used in any manner nor for any purpose that might prove hurtful or deleterious to the goods or business of the Lessee or more hazardous as a fire insurance risk than the occupancy of the Lessee, nor for any business similar to that of the Lessee.

It is covenanted and agreed by and between the parties hereto that if the use of a railroad sidetrack is included in this lease, the use of the said railroad sidetrack is so important to the Lessee that if it should hereafter be removed, altered or become disconnected, inaccessible or so burdened as to interfere with or impair the satisfactory use thereof by the Lessee, the said Lessee may terminate this lease at its option. In order that Lessee's use of sidetrack shall not be interrupted, it is agreed that the Lessor shall immediately make repairs to sidetrack upon advice from the railroad company that such repairs are necessary.

In the event that the premises include a space or room where automobiles are placed for loading and unloading, such space or room may be used at all times for the storage of automobiles. (Next paragraph marked out)

Lessor agrees to make the following repairs and improvements in, to and about demised premises on or before July 1, 1939:

- 1. Level up office floor.
- 2. Caulk and tighten up panels in main entrance door.
- 3. Close gap in accordian doors which have shrunk and reset floor plates for bolts. Repair hardware.
 - 4. Adjust sliding railroad doors, supply stop and caulk and fasten moulding.
 - 5. Repair cellar stair handrail.
 - 6. Fasten securely brass saddle main entrance doors.
 - 7. Paint exterior wood and metal work, especially ventilators and skylights.
- 8. All interior surfaces to be painted or varnished same as at present, except office and sales room ceilings, which are to be painted with flat white paint. Varnished surfaces are to be first cleaned.
- 9. Point up rear parapet wall, point up over flashings and point up open joints in tile copings.

It is understood that Lessor will use as the west wall of demised building the east walls of the buildings which now adjoin Lessee's above described property on the west. Lessor agrees during the continuance of this lease not to disturb these walls without Lessee's written permission.

It is understood that Lessor shall be permitted to use all of the basement of demised premises except that portion approximately 18' by 24' in dimensions located at the east end. which shall be separated from balance of basement by concrete or brick walls and shall be used by Lessee as a boiler room and coal bin.

Lessee agrees to pay all charges for water which it may use upon demised premises during the continuance of this lease.

The Lessor covenants and agrees that the Lessee, paying the rents herein reserved and observing, keeping and performing the covenants and agreements herein contained, shall and may peaceably and quietly have, hold, occupy, possess and enjoy the demised premises for and during the full term of this lease and of any prolongation or extension thereof.

It is covenanted and agreed by and between the parties hereto that the covenants, agreements, conditions, terms and stipulations herein contained shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

In Witness whereof, the parties have duly executed this lease the day and year first above written.

Signed, sealed and delivered in the presence of:

> Selma Garrett) As to Lessor.

G. D. Tompkins)

L. Franke

As to Lessee. L. D. Kidd.

Attest: C. F. Bliss

Secretary.

Approved:

Legal Dept. EM

Treasurer HOH.

State of South Carolina,

County of Greenville.

ss:

On this 1st day of May, 1939, personally appeared before me G. D. Tompkins, and made oath that he saw the within named M. G. Dudley, sign, seal, and as his act and deed deliver the foregoing lease partly printed and partly typewritten instrument for the uses and purposes therein mentioned, and that he with Selma Garrett, in the presence of each other, witnessed the due

M. G. Dudley

National Biscuit Company.

Vice-President.

BY: Frederick Beers