

BOOK 785 PAGE 460

Fifth. The lessor agrees to execute or cause to be executed any further agreement or agreements that may be or become necessary to secure to lessee the complete and convenient use and enjoyment of the premises hereby leased.

Sixth. Said lessor further agrees with said lessee to supply and pay for all gas, electricity, light, heat, power, steam, water, or other utility supplied to or used upon said demised premises during the existence of this lease.

Seventh. Any and all leases heretofore made by the parties hereto which in any wise affect the property herein demised are hereby canceled and rendered void, it being understood that any and all such leases are superseded hereby.

Eighth. The premises herein leased are being leased by the lessor herein from Piedmont & Northern Railroad (Insert name of original landlord) and the lessor herein agrees to deliver to the lessee herein a written waiver, in form acceptable to the said lessee, of any lien, privilege, pledge or preference of any kind and character affecting the property to be stored in or upon the herein leased premises in favor of the said Piedmont & Northern Railroad (Name of original landlord); the true intent being that the goods stored by said lessee herein, in or upon the premises herein leased by said lessee from said lessor shall at all times be free and clear of any lien, privilege, claim or preference of any name or nature whatsoever which might accrue in favor of anyone against the property to be stored by lessee herein in or upon the herein leased premises. The lessor shall further secure from the said Piedmont & Northern Railroad (Name of original landlord)

a statement showing the mortgages and/or deeds of trust affecting the herein leased premises and a subordination of all such mortgages and/or deeds of trust in favor of this sub-lease so that the foreclosure of said mortgages and/or deeds of trust and/or the sale of the herein leased premises thereunder shall not cause the termination of the rights of lessee herein. Or, in lieu of the aforesaid separate written waiver, lessee will have the said Piedmont & Northern Railroad (Name of original landlord) intervene herein, and such intervention is hereby declared

to be a full, complete, unconditional and unlimited waiver by intervenor of any claim for lien, privilege, preference, pledge or priority upon any property which the lessee herein may store in or upon the premises herein leased.

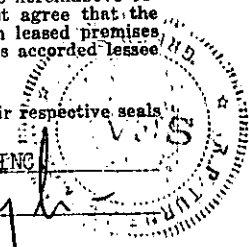
Ninth. Lessor herein declares that he is the owner of the herein leased premises and that said premises are subject to no mortgages or deeds of trust, except: **No Exceptions**

Lessor agrees to deliver to lessee a written subordination of the mortgage or mortgages hereinabove recited by the terms of which the mortgagee or mortgagees under said mortgages and/or deeds of trust agree that the rights of lessee herein shall not be in any manner affected by the foreclosure and/or sale of the herein leased premises, under said mortgages and/or deeds of trust and that any such sale shall be made subject to the rights accorded lessee under this contract.

In Witness Whereof, the parties hereto have subscribed these presents and hereunto set their respective seals the day and year first above written

Witnessed By
James C. Balt
Carol Johnson
Dorothy Helton
STATE OF }
COUNTY OF }

(Signed) R. P. TURNER COMPANY, INC.
By [Signature]
President
By
DOUGLAS GUARDIAN WAREHOUSE CORPORATION
By [Signature]
Vice-President or Asst. Secy. - Treas.



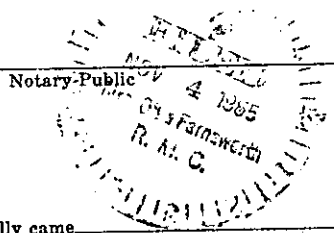
For an Individual

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
Personally appeared before me Carol Johnson
and made oath that she saw the within named Chas. A. Carpenter
Mga. seal and as his her their act and deed, deliver the within instrument,
and that she with Dorothy Helton
witnessed the execution thereof.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
Personally appeared before me James C. Balt
and made oath that he saw the within named Harold A. McFeely, Jr.
sign, seal and as his her their act and deed, deliver the within instrument,
and that he with Chas. A. Carpenter
witnessed the execution thereof.

Sworn to before me, this 18th
day of Sept. A. D. 1965,
Notary Public, Georgia, State at Large,
My Commission Expires Jan. 20, 1969
[Signature]
Notary Public, S. C.

Sworn to before me, this 17th
day of Sept. A. D. 1965,
[Signature] (SEAL)
Notary Public, S. C.



STATE OF So. Carolina }
COUNTY OF Greenville } ss.

For a Corporation

On this day of March 1965, before me personally came
Harold A. McFeely, Jr. to me personally known, who, being by me duly sworn did depose and
say that he resides in Greer, S. C.; that he is President of the
corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the
seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said
Corporation, and that he signed his name thereto by like order.

STATE OF So. Carolina }
COUNTY OF Greenville } ss.

For Douglas-Guardian

On this 15th day of March 1965, before me personally came
Chas. C. Carpenter to me personally known, who, being by me duly sworn did depose and
say that he resides in Atlanta, Ga.; that he is Vice President of the
Douglas-Guardian Warehouse Corporation, the corporation described in and which executed the above instrument and that
he signed his name thereto by order of the Board of Directors of said Corporation.

Recorded November 4th., 1965 At 9:30 A.M.
13881
[Signature]
Notary Public