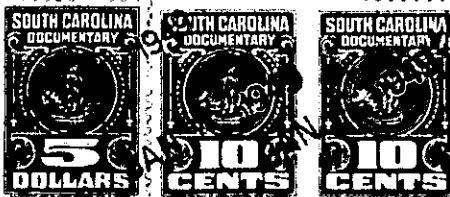


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THIS INDENTURE, Made and entered into this third day of November, 1948, by and between the CHARLESTON & WESTERN CAROLINA RAILWAY COMPANY, a corporation created and existing under the laws of the State of South Carolina, hereinafter for convenience styled Lessor, party of the first part, and THOMAS & HOWARD COMPANY, a corporation created and existing under the laws of the State of South Carolina, hereinafter for convenience styled Lessee, party of the second part:

WITNESSETH: That Lessor, for and in consideration of the rents or sums of money hereinafter agreed to be paid by Lessee and of the covenants upon the part of Lessee to be kept and performed, as hereinafter expressed, hereby leases and demises unto Lessee the right and privilege of occupying and using for the purpose of operating a wholesale grocery business, all that certain improved property of Lessor at Greenville, Greenville County, South Carolina, described as follows, to-wit:

Two three-story brick buildings, hereinafter referred to as warehouse No. 1 (50' x 140') and warehouse No. 2 (49'4" x 140'), together with the appurtenances thereof, located on a rectangular space of land on the northeast corner of the intersection of Court and Fall Streets, said land fronting 129'4" on Court Street and 140' on Fall Street; there being a driveway 30' in width and 140' in length between the said two warehouses.

All more fully shown outlined in red on blueprint attached and made a part hereof.

Said premises to be occupied by Lessee continuously from December 1, 1948, and thereafter for a period of six (6) years and four (4) months ending March 31, 1955, subject to the provisions of Sections Eighth and Ninth hereof.

And the Lessee hereby covenants and agrees in consideration thereof:

#### RENTAL.

First: That Lessee will yield and pay unto Lessor the monthly rent or sum of One Hundred Sixty-nine and 76/100 Dollars (\$169.76) each and every month, effective December 1, 1948, and payable at the beginning of each and every month during which Lessee may occupy the said premises of Lessor.

#### USE.

Second: That Lessee will not use the said premises for any other purpose than that specified herein and will not assign this lease or any part of the term hereby granted, nor suffer or permit any other person or corporation to use said premises or any portion thereof except with the consent in writing of the Lessor.

#### EXPLOSIVES.

Third: That Lessee will not carry on, or permit to be carried on, any business or occupation upon said premises which would or might be considered a nuisance, public or private, and will not store or permit to be stored on the premises any explosive of any kind.

#### ALTERATIONS.

Fourth: That Lessor does not in any way warrant or represent that said premises are suitable for the hereinabove mentioned use. Lessee shall have the right, but without expense to the Lessor, to make such changes in said premises as may be necessary to make them suitable for the above stated