

Call 350
L.S. Chisolm
C. 2-3521 when ready

THIS INDENTURE, Made and entered into this 4th day of October 1956 by and between CHARLESTON & WESTERN CAROLINA RAILWAY COMPANY, a corporation created and organized under the laws of the State of South Carolina, hereinafter for convenience styled Lessor, party of the first part, and JOHN M. PRESTON and JOEL L. DEAN, of Greenville, South Carolina, hereinafter for convenience styled Lessee, parties of the second part:

WITNESSETH: That Lessor, for and in consideration of the ~~rents or some of money, or other valuable consideration~~ covenants upon the part of Lessee to be kept and performed as hereinafter expressed, hereby demises and leases unto Lessee the right and privilege of occupying and using for the purpose of maintaining portion of warehouse platform,

all that certain space of land, property of Lessor at Greenville, Greenville County, South Carolina, described as follows, to wit:

Rectangular space of land 8 x 44 feet, the northern or 44-foot side of said space being 7.5 feet from and parallel to Lessor's sidetrack which serves said warehouse; the western or 8-foot side of said space being 187 feet east of point of switch of said sidetrack in Lessor's "Swamp Rabbit Main Line"; right of way property of Lessor at this location being of variable width.

All more clearly shown in red on blueprint attached hereto and made a part hereof.

Said space to be occupied by Lessee continuously from October 4, 1956, until this lease shall be terminated by thirty days' written notice from either party hereto to the other.

And Lessee hereby covenants and agrees in consideration thereof:

First: That Lessee will not use the said space of land for any other purpose than that specified herein and will not assign this lease or any rights hereunder, nor suffer or permit any other person or corporation to use any part of said space of land except with the consent in writing of the Lessor.

Second: That ~~Lessee shall pay to Lessor the~~ ~~sum of~~ ~~one~~ ~~hundred~~ ~~and~~ ~~no~~ ~~cents~~ ~~per~~ ~~annum~~ ~~rent~~ ~~on~~ ~~the~~ ~~space~~ ~~hereby~~ ~~leased~~ ~~and~~ ~~every~~ ~~year~~ ~~in~~ ~~advance~~ ~~on~~ ~~the~~ ~~first~~ ~~day~~ ~~of~~ ~~each~~ ~~year~~ ~~and~~ ~~the~~ ~~rent~~ ~~shall~~ ~~be~~ ~~paid~~ ~~to~~ ~~Lessor~~ ~~at~~ ~~the~~ ~~office~~ ~~of~~ ~~the~~ ~~County~~ ~~Clerk~~ ~~of~~ ~~Greenville~~ ~~County~~ ~~South~~ ~~Carolina~~ ~~at~~ ~~the~~ ~~time~~ ~~of~~ ~~payment~~ ~~and~~ ~~in~~ ~~addition~~ ~~to~~ ~~the~~ ~~rent~~ ~~shall~~ ~~be~~ ~~paid~~ ~~to~~ ~~Lessor~~ ~~the~~ ~~cost~~ ~~of~~ ~~any~~ ~~repairs~~ ~~and~~ ~~improvements~~ ~~made~~ ~~during~~ ~~this~~ ~~lease~~ ~~and~~ ~~in~~ ~~the~~ ~~event~~ ~~of~~ ~~any~~ ~~street~~ ~~or~~ ~~sidewalk~~ ~~or~~ ~~other~~ ~~municipal~~ ~~improvements~~ ~~being~~ ~~made~~ ~~during~~ ~~this~~ ~~lease~~ ~~Lessee~~ ~~will~~ ~~pay~~ ~~an~~ ~~annual~~ ~~rental~~ ~~equivalent~~ ~~to~~ ~~six~~ ~~per~~ ~~cent~~ ~~per~~ ~~annum~~ ~~on~~ ~~such~~ ~~cost~~ ~~of~~ ~~said~~ ~~improvements~~ ~~as~~ ~~may~~ ~~be~~ ~~assessed~~ ~~against~~ ~~the~~ ~~space~~ ~~hereby~~ ~~leased~~.

Third: That Lessee will pay the full amount of any and all taxes—State, County, Municipal and Special, and any penalties in connection therewith—levied or assessed on account of the improvements placed on said space by Lessee or by Lessee's predecessors; all necessary payment, listing and other duties in connection with the taxation of said improvements to be performed by Lessee.

Fourth: That Lessee shall ~~construct and~~ maintain said platform in a good, substantial and workmanlike manner, ~~in accordance with plans and specifications which must be first submitted to and approved by Lessor in writing before the construction thereof is begun~~ said platform

to be painted and all of said premises to be kept in good condition, and in all respects satisfactory to Lessor, during the continuance of this lease.

Fifth: That, if Lessee shall ~~make default in the payment of any part of the rent or shall~~ fail to keep and perform the covenants and agreements herein contained on the part of Lessee to be kept and performed, and if any such default shall continue for the space of ten (10) days, this lease shall, at the option of Lessor, be terminated by thirty days' written notice to Lessee; on such termination or any other termination of this lease, Lessee agrees to vacate said premises and remove therefrom all buildings, structures, other improvements and contents thereof placed thereon by Lessee, or in which Lessee has any interest, and the debris from the removal thereof, and restore said premises to a condition satisfactory to Engineer Maintenance of Way of Lessor, all to be completed not later than the date of said termination; and upon failure of Lessee to remove all such buildings, structures, other improvements or contents thereof from said premises upon said date of termination, all such buildings, structures, improvements and contents thereof are to be considered and treated as having been abandoned by Lessee, and upon option of Lessor the ownership of same is to be considered surrendered to Lessor.