

And it is covenanted, and agreed by and between the Parties hereto, that the said Hamilton W. Ledy and William H. Ledy, co-partners as aforesaid shall and will forthwith erect on said piece of land a Warehouse to be constructed of Brick and to be covered with tin and to be not less than one hundred (100) feet in length and fifty (50) feet in breadth, and to be situated not more than one hundred and twenty (120) feet from the track of the Columbia and Greenville Railroad Company, and with the end of said Building facing Pendleton Street aforesaid.

And it is further covenanted and agreed by and between the parties hereto that at the expiration of the said Term of Twenty years the said Building shall be and become the absolute property of the Columbia and Greenville Railroad Company its successors or assigns. And it is further covenanted and agreed by and between the parties hereto, that the Columbia and Greenville Railroad Company its successors or assigns shall have the right at any time prior to the expiration of the said Term of Twenty years to purchase the said Building for such sum as may be the fair and just value thereof: said value to be fixed by agreement between the Columbia and Greenville Railroad Company its successors or assigns and the said Hamilton W. Ledy and William H. Ledy co-partners as aforesaid their Executors Administrators or Assigns. And in the event that the said Parties cannot agree as to the value then each Party shall pick Two (2) persons as arbitrators who shall if necessary select one impure who shall determine the value of said Building. And the decision of the said Arbitrator shall be final. And upon the payment by the Columbia and Greenville Railroad Company its successors or Assigns to the said Hamilton W. Ledy and William H. Ledy co-partners as

of the value of the Building so ascertained this Indenture and all the Rights thereunder granted shall cease and determine, and the Columbia and Greenville Railroad Company its successors or Assigns shall and will re-enter possess and occupy said premises as if this Indenture had never been executed. And it is further covenanted and agreed by the said Lessee that they shall keep said Building in proper order and repair. And that if the said Building shall be totally or partially destroyed by fire during the continuance of this Lease that the said Lessee shall and will forthwith repair or rebuild the same.

And it is further covenanted and agreed by and between the Parties hereto that during the continuance of this Lease the Columbia and Greenville Railroad Company its successors and Assigns shall not be in anywise responsible for any loss or damage to the said Building or the contents thereof from fire communicated by the locomotive engines of said Company its successors or assigns or originating within the limits of the right of way of the said Columbia and Greenville Railroad Company its successors or Assigns and all such loss and damage shall be borne by the said Hamilton W. Ledy and William H. Ledy co-partners as aforesaid their Executors Administrators and Assigns.

And to the full and true performance of all and singular the covenants and agreements herein contained, and by them respectively to be performed, the said Columbia and Greenville Railroad Company doth bind itself its successors and Assigns and the said Hamilton W. Ledy and William H. Ledy doth bind themselves their Executors Administrators and Assigns. In Witness whereof the said The Columbia and Greenville Railroad Company hath