

if this should be deemed advisable. This lease shall begin on September 8th, 1921 and shall terminate on September 30, 1931. The rentals shall be at the rate of One Thousand (\$1,000.00) Dollars per year, payable monthly on the first day of each month. All expenses connected with the operation of said power plant shall be borne by the Lessee, its successors and assigns. The Lessor, his heirs, executors, administrators and assigns, shall not be liable in any way for the maintenance and operation of said power plant and power line nor responsible for the condition thereof.

Said lease, however, is subject to the following conditions to-wit: The Lessor shall have the right to construct a dam across Enoree River at a point lower down the river and to flood the dam belonging to the Lessor, but in such case he shall furnish to the Lessee power from a new development aggregating not less than two hundred (200) horse power at a price not to exceed the price charged for the same amount of power under similar conditions by other power companies in this community, and the Lessor does further agree that the Lessee shall have the right to take any additional power in excess of said two hundred (200) horse power at the same price; the Lessor immediately upon the completion of such new development shall notify the Lessee of the amount of power developed or to be developed and for sale, and the Lessee, within sixty (60) days thereafter, shall notify the Lessor of the amount of additional power, if any in excess of two hundred (200) horse power that it desires; in the event of such new development the Lessor shall take over from the Lessee any and all of the apparatus and property belonging to the Lessee pertaining to the power plant and line at the present site at a reasonable price, based upon its commercial value and usability by himself or others at the time of taking over, and should the parties hereto be unable to agree upon the price, then and in such event, the value shall be fixed by an appraiser, one appraiser to be chosen by the Lessor and one by the Lessee and the two so selected to choose a

third, the decision of the Board thus constituted to be final and binding upon both parties and payment of the amount so awarded to be made in cash immediately upon the rendering of the award in writing. Should the new development necessitate the shutting off of power from the mill of the Lessee for a period in excess of one week of six (6) working days, the Lessor shall pay to the Lessee for each day in excess of one week or six (6) working days during which the Lessee shall be deprived of power, an amount equal to the average daily profit which the Lessee derives from the operation of its manufacturing plant.

The Lessor does hereby covenant and agree that during the full term of this lease, the Lessee shall enjoy peaceable possession of the premises and shall be fully entitled to maintain the power plant, dam, pond and backwater and power line substantially as now located without liability to the Lessor for any damage to his adjacent land by reason of the flooding or backing of water, and that upon expiration of the term of this lease or of the renewals thereof, if any, the Lessee shall have the right to remove from said premises, all property belonging to it and then situate thereon.

And in consideration of the foregoing covenants and agreements and by way of rental, the Lessee does hereby agree to pay unto the Lessor the sum of One Thousand (\$1,000.00) Dollars, payable in equal monthly installments on the first day of each month beginning on the first day of October, 1921 and continuing throughout the term of this lease, and upon the expiration of this lease to deliver up to the Lessor peaceable possession of the premises herein leased.

In witness whereof the Lessor has hereto set his hand and seal and the Lessee has caused this instrument to be signed by its duly authorized officers and to be sealed with its corporate seal this the day and year first above written.

Witness
W. J. Thackston
J. L. Crawford

Ernest J. De Camps (L.S.)
Lessor

Jenkins Mills (L.S.)
By J. A. Jenkins