

State of South Carolina,
County of Greenville.

This Indenture made and entered into this fifth day of February, 1925, by and between the Charleston & Western Carolina Railway Company, a Corporation created and organized under the laws of the State of South Carolina, hereinafter for convenience styled the Lessor, party of the first part, and J. A. Floyd, of Greenville, South Carolina, hereinafter for convenience styled the Lessee, party of the second part:

Witnesseth:

That the Lessor, for and in consideration of the rents or sums of money to be paid by the Lessee, and of the covenants on the Lessee's part to be kept and performed, as hereinafter expressed, hereby lets and leases unto the Lessee the right and privilege of occupying and using for the purpose of storing and warehousing roofing or builders supplies all that certain space or parcel of ground located in the City of Greenville, State of South Carolina, beginning at a point one hundred and forty-eight (148) feet, more or less, east of east side of Fall Street, eight (8) feet from center of track; thence in a northerly direction twenty-seven and one-tenth (27.1) feet; thence in an easterly direction one hundred and six (106) feet; thence in a southerly direction eighteen (18) feet; thence in an easterly direction thirty (30) feet; thence in a southerly direction four (4) feet to a point eight (8) feet from center of track; thence in a westerly direction parallel to track one hundred and forty-seven (147) feet from point of beginning, being a portion of lot conveyed to the Lessor by Betty A. Gibson, more clearly shown outlined in red on blue print attached and made a part of this agreement, to be occupied by said Lessee continuously for ten (10) years from date of this agreement, subject thereafter to be terminated and ended at any time the Lessor may wish to terminate this lease upon sixty (60) days written notice being first given to the Lessee of such determination.

And the Lessee hereby covenants and agrees in consideration hereof:

First: That he will not assign this lease, or any part of the term hereby granted or suffer or permit any other person or corporation to use the said premises except with the consent in writing of the Lessor.

Second: That he will yield and pay unto the Lessor the yearly rent or sum of Fifty Dollars (\$50.00) per annum, divided into quarterly installments of Twelve Dollars and Fifty cents (\$12.50), payable at the beginning of each and every quarter during which the Lessee may occupy said premises.

Third: That he shall and will and does hereby agree to release and discharge and to indemnify and save harmless the Lessor, its successors and assigns, from and against any and all claims, demands, suits, judgments and sums

(Next Page)

of money whatsoever and howsoever accruing or to accrue to the said Lessee, and to any and all other parties or persons against the Lessor for or on account of the loss of or damage to any property, goods, wares or merchandise on the said premises hereby leased, or stored or left thereon by the Lessee or other party or person; and, also against any loss of or damage to any and all buildings or other structures thereon whether said loss or damage be the result of fire caused by the Lessor or its employer or otherwise, in any manner whatsoever.

Fourth: That if he shall make default in the payment of any monthly installment of rent, or shall fail to keep and perform the covenants and agreements herein contained and agreed to be kept and performed, and such default shall in either event continue for the space of five days, or if at any time hereafter the Lessor shall give to the Lessee sixty (60) days written notice of his desire or intention to terminate this lease, then and in such event this lease shall, at the option of the Lessor, become null and void and instantly cease and determine, and it shall become lawful for the said Lessor to re-enter and take possession of the said premises and hold the same as of its former estate and right.

It is mutually understood and agreed between the parties hereto that the Lessee shall have the right, at any time during the term of this lease or within sixty (60) days after the expiration of the term or any continuance or renewal thereof, to remove buildings, fixtures and machinery now on the premises, or that may be placed thereon hereafter by the said Lessee.

Fifth: That Lessee will, so far as is lawful, route all freight originating on said premises or consigned to Lessee at said point over the lines of Lessor, provided however that the rates on such freights so routed shall not be greater than the lowest lawful rate for like shipment in effect over any competitive line between the points or origin and destination.

Sixth: That Lessee will promptly pay all such demurrage charges as may accrue to Lessor for detention of cars that may be shipped to or by Lessee.

In witness whereof, The parties hereto have executed these presents in duplicate, the ^{day and} year first above written.

Witness:
R. W. Wynn,
L. D. Duke
Witness:
J. L. Gresham,
A. F. Davis.

Charleston & Western Carolina Railway Company.
By: A. W. Anderson,
Vice President & General Manager.

J. A. Floyd
By: J. A. Floyd.

(Over)