

to change the same from time to time, in its discretion, to remove all such plumbing, partitions, cases, fixtures and signs, at the end of the term of this lease, by restoring said premises to their original condition.

(b) In the event of the Partial Destruction of the building hereby described, by fire, acts of Providence or by any other cause whatsoever, other than one due to the negligence of the Lessee, whereby said premises are rendered unfit for occupancy, either in whole or in a substantial part thereof, provided the same can be repaired within a reasonable time thereafter, the Lessors shall cause such repairs to be made promptly at the sole expense of the Lessee.

(c) Should the building hereby demised be totally destroyed by fire, acts of Providence, or by any cause whatsoever other than one due to the negligence of Lessee, or should such damage be so material that the demised premises cannot be repaired within a reasonable time, then and in that event this lease shall become void and be cancelled as of the date of such total or material destruction. Material destruction shall be that damage to the said building as will require the rebuilding of the walls and the floors thereof. If the walls and floors be not damaged to the extent that they must be rebuilt such damage shall be considered partial destruction. If or damage to the roof shall be considered partial destruction.

(d) In the event of any dispute or controversy arising between the parties hereto, which cannot be amicably settled within ten (10) days after the occurrence of such damage or destruction, as to the extent of the damage or destruction, that shall void and cancel this lease, or as to whether said premises are rendered unfit for occupancy in whole or in part, such disputed matters shall be submitted to three (3) arbitrators for decision. One of said arbitrators shall be chosen by the Lessors, one by the Lessee and the two thus chosen shall select a third arbitrator. The decision of the majority of said arbitrators on the matters in dispute submitted to them, including the cancellation of this lease, shall be conclusive and binding upon the parties hereto.

(e) In the event of the eviction of the Lessee from all or any portion of the premises hereby demised, due to fire, acts of Providence or by any other cause whatsoever other than a cause due to the negligence of the Lessee, the rent herein reserved to be paid by the Lessee to the Lessors shall abate during the continuance of such eviction. All rental paid

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in advance by the Lessee shall be retained by the Lessors and applied against rent subsequently falling due hereunder, if any, and if none, shall be promptly returned to the Lessee.

II. This instrument embodies all the agreements between the parties hereto respecting the premises hereby demised, and no verbal agreements or written correspondence shall be held to vary the provisions hereof. All subsequent changes and modifications to be valid, shall be embodied within a written instrument executed by the Lessors and the Lessee, and attached hereto as a Rider.

I. All exhibits to this indenture, to be valid, shall be initialed in behalf of Lessors and Lessee and attached hereto.

VI. All notices herein required to be given shall be in writing and served by registered United States mail. Notices to the Lessors shall be addressed to the place where the rent herein reserved is payable, and notices to the Lessee shall be addressed "Montgomery Ward & Co., Chicago Avenue and Barrabee Street, Chicago, Illinois, Attention of the Treasurer."

VII. This indenture shall be binding upon the heirs, executors, administrators, successors, assigns, and legal representatives of the Lessors and upon the successors, assigns and legal representatives of the Lessee, and upon the successors, assigns and legal representatives of the Lessee.

In Witness Whereof the parties hereto have caused these presents to be duly executed, in duplicate, the day and year first hereinabove written.

Witnesses:
Hazel M. Bride
Richard Carpenter

W. C. Cleveland (LS)
H. J. Haymworth (LS)
C. F. Haymworth (LS)
Lessors

attest:
W. P. Erickson
Assistant Secretary

Montgomery Ward & Co.,
Incorporated
By G. E. Grandell
Vice-President

66 Stamps 012.24.
State of South Carolina } ss
County of Greenville }
Personally comes Hazel M. Bride who,
being duly sworn, says that she saw W. C.
Cleveland, H. J. Haymworth and C. F. Haymworth

(over)