

R I D E R

DESCRIPTION OF DEMISED PREMISES: The Premises in the City of Greenville, County of Greenville and State of South Carolina, known and described as:

All of that lot of land situate on the East side of Brown Street, North of North Street in the city and county of Greenville, South Carolina, and described as follows: Beginning at a stake on Brown Street and running thence along the rear line of the two lots once owned by Mrs. L. C. Boling, and which fronts North Street S. 68 E. 153 feet to a point in the line of J. F. Hodges (formerly Endel) lot; thence along his line N. 21 E. 45 feet; thence in a straight line 155 feet, more or less, to a point on Brown St. 53 feet and six inches from the beginning corner thence along said street 53 feet and six inches to the beginning corner, being the same land conveyed to J. W. Goddard by M. D. Barr, April 1st, 1910, recorded in Vol. 8, page 311.

Also all that other lot of land adjoining the above on the North and described as follows: Beginning at the corner of the M. D. Barr lot on the East side of Brown Street and runs thence with the line of that lot about 155 feet to a point in J. F. Hodges' line; thence along his line in a northerly direction 45 feet, thence in a straight line to a point on Brown St. 53 feet and six inches from the beginning corner; thence along said street in a southerly direction 53 feet and six inches to the beginning corner, being the same land conveyed to J. W. Goddard by J. H. O'Neal and J. D. Smith April 1st, 1910, deed recorded Vol. 8 page 254. Less however, a strip eight feet wide across the whole of the front of both of said lots, said strip having been conveyed to the city of Greenville to widen said Brown street - See deed recorded Vol. 27, page 416, together with the three story and basement building located thereon, commonly known and described as 222-226 North Brown Street, in Greenville, South Carolina.

Together with all easements, rights of ingress and egress, and all appurtenances and fixtures belonging or appertaining to said premises; to be occupied for the sale and storage of general merchandise and for servicing automobiles, automobile tires, batteries and accessories.

The location and dimensions of the demised premises are shown on the plat attached hereto, marked Exhibit "A", signed by the parties to this lease and hereby made a part hereof.

^{WHA} 1/17/41 TO HAVE AND TO HOLD THE SAME unto the Party of the Second Part from the 1st day of October, 1940, until the 1st 15th day of October, April, 1949.

S. R. Co.
per
C D P.

The parties mutually agree as follows:

PARAGRAPH A: Landlord agrees, at his expense, promptly to commence and prosecute with diligence, to repair and improve and demised premises in accordance with plans and specifications therefor, which, for the purpose of identification, have been signed by the parties hereto and entitled "Plans and Specifications for Sears, Roebuck and Co. Warehouse at Greenville, South Carolina", which plans and specifications are hereby made a part of this lease by express reference thereto. In the event of any labor dispute in connection with the making of said repairs, alterations or improvements Landlord agrees to promptly adjust and settle the same in order to avoid unfavorable publicity and unnecessary delay, in a manner satisfactory to Tenant. Landlord agrees that Landlord will, at his expense, obtain and maintain, in companies and agencies approved by Tenant, public liability insurance containing provisions and being in amount satisfactory to Tenant and adequate to fully protect Landlord as well as Tenant from and against any and all liability for death or injury to person or damage to property caused in or about or by reason of the making of said repairs, alterations or improvements.

PARAGRAPH B: Land lord represents and warrants that Landlord owns good title to the demised premises and that the same are now and will be at the beginning of the term hereof free and clear of all encumbrances, mechanics', laborers' and materialmen's liens and any liens whatsoever except (1) the lien of current taxes, and (2) the lien of that certain mortgage to Jessie M. Gullivan, dated the 7th day of December, 1928, securing an indebtedness of \$15,000. becoming due on the _____ day of _____.

PARAGRAPH C: In the event Tenant incurs any expense for recording this lease or is required to pay any documentary stamp or other tax in connection with the execution, delivery, or recording thereof, Landlord shall promptly reimburse Tenant for the full amount of such expense, and until so reimbursed, Tenant shall have the right to deduct such expense from the rentals next thereafter becoming payable hereunder.

The above rider, consisting of 71 typewritten lines, is hereby made part of the lease dated the 12th day of December 1940, between WILLIAM H. AUSTIN, AS Landlord, and SEARS, ROEBUCK AND CO., a New York corporation qualified to do business in South Carolina, as Tenant.

ATTEST:

C. E. Humm

Secretary

Wm. H. Austin (SEAL)

SEARS, ROEBUCK AND CO.

By G. B. Hattersley

Vice President.

