Rider attached to and forming a part of the lease dated September 1, 1958, between CITIZENS and SOUTHERN NATIONAL BANK, et.al., Landlord, and SHEPPARD & MYERS, INCORPORATED, Tenant, covering premises 104 North Main Street, Greenville, South Carolina.

1. (1) The Tenant agrees to pay as further or additional rent the following: -- (a) During the period October 1, 1958 to December 31, 1959 a sum equal to six percent (6%) of that portion of the gross sales of the Tenant's shoe store in the demised premises in excess of $25,000.00; and (b) During the remaining period January 1, 1959 to December 31, 1965 a sum equal to six percent (6%) of that portion of the annual gross sales of the Tenant's shoe store in the demised premises in excess of $100,000.00; which further or additional rent shall be paid within thirty (30) days after the expiration of each lease year during which this lease shall be in force. The term "gross sales" as herein used shall include the aggregate volume of all sales of merchandise by the Tenant in or from the demised premises, whether sold for cash or on a charge basis. The transfer of merchandise from said demised premises to another store or other stores of the Tenant, the return of merchandise for credit to factories or jobbers, and amounts charged off because of theft, shortage, etc. shall not be considered as any part of the gross sales in arriving at the total volume thereof. Any sum collected by the Tenant from purchasers, on account of or pursuant to the provisions of any sales tax law that is now, or may hereafter be effective, as an amount in addition to the regular price of the Tenant's merchandise, shall not be deemed a part of the Tenant's "gross sales" as herein defined. A lease year within the meaning hereof shall be a year beginning on the first day of January, and ending on the last day of December.

(2) If, prior to the expiration of any full lease year, this lease shall be terminated by fire, cancellation, expiration, or in any other manner, then the fixed annual gross sales above-mentioned, to wit:--Either $25,000.00 if during the period October 1, 1958 to December 31, 1959; or $100,000.00 if during the remaining period January 1, 1959 to December 31, 1965; shall be apportioned for the portion of the lease year during which this lease shall have been in force and six percent (6%) of the gross sales made by the Tenant's shoe store during that portion of the lease year during which this lease shall have been in force, in excess of the apportioned amount, shall be due and payable within thirty (30) days after such termination.

(3) The Tenant shall, within thirty (30) days after the expiration of each lease year during which this lease shall be in force, send to the Landlord a statement in writing, signed and verified by one of its proper officers, which statement shall show the gross sales of the Tenant's shoe store in the demised premises during the preceding twelve (12) months. The Tenant agrees to keep at all times a true record of its sales in or from the demised premises, which record shall be available for inspection by the Landlord, or the Landlord's duly authorized representative, at any reasonable time during ordinary business hours.

2. The Tenant covenants and agrees, at its sole cost and expense to remodel and renovate the storeroom front and the storeroom interior so as to adapt same for its store operation. All work shall be done in a good and workmanlike manner, using first-class materials throughout, and all work shall be done in full accordance with all applicable laws.

3. The Tenant agrees to keep the demised premises and all parts thereto in as good condition and repair as when delivered to it or in which said premises may hereafter be placed, damage by fire, flood, tornado or the elements and ordinary wear and tear excepted. The Landlord shall keep roof

C.& S.N.B. E.of C.C.P. S.& M.,INC.

By _____ By _____ By _____

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