

Under the terms of an unrecorded Lease Agreement, (which is to be recorded on the same date as the warranty deed above mentioned from Seller to Buyer) dated January 22, 1970, Gene W. Amick leased to Triam Corporation a lot 100 feet wide and 200 feet deep on the northern side of East North Street Extension, which is nearby but not contiguous to the North Hills Shopping Center, and which property is identified on the Greenville County Tax Maps as Lot 19, Block 3, on Sheet 276. Triam Corporation, under the terms of an undated Assignment, transferred all of its right, title and interest in and to said Lease to Caper House, Inc., a South Carolina corporation, reserving certain rights to the continued use of said property for the display of signs for tenants of North Hills Shopping Center and subject to certain further terms and conditions upon the use of the property by Caper House, Inc. The Seller does hereby setover, assign, transfer and convey unto the Buyer all its right, title and interest in and to said Lease and any rights which may inure to the benefit of the Seller under the terms of the Assignment of said Lease by Triam Corporation to Caper House, Inc.

As a part of the consideration for the sale and assignment above mentioned, the Seller hereby warrants that the above mentioned Leases have not been modified, changed or amended in any respect except as hereinabove specifically noted to the contrary and that said Leases and tenants from month to month are the only agreements, oral or written, affecting property known as North Hills Shopping Center.

The Seller further warrants that there are no defaults on the part of the Lessor (or of the Lessee as to the above mentioned Gene W. Amick Lease) as of the date hereof and that said Leases are now in full force and effect. The Seller further warrants that no tenant claims any right of offset or other monetary claims, demands or causes of action against the Lessor-Seller as of this date and further warrants that the Seller has entered into no agreement and that no Lessee claims any concessions, rebate allowances or free rent for any period.

The Seller further warrants that no more than one month's rental under the terms of said Leases, as amended, or from any month