

Beginning at an iron pin at the intersection of Mills Avenue and Edgewood Drive and running thence with Mills Avenue N. 39-20 E. 138.00 feet, thence turning and running with the line of a "common area" S. 52-41 E. 95.00 feet to a point, thence S. 39-20 W. 7.00 feet to a point, thence S. 40-52 E. 58.15 feet to an iron pin, thence along the line of an alley S. 46-47 W. 150.20 feet to an iron pin on the northern side of Edgewood Drive and thence with Edgewood Drive N. 40-13 W. 135.00 feet to an iron pin, the point of beginning.

Together with all rights in an Easement over that property entitled "Common Area" as imposed by a Declaration of Easement dated December 7, 1983, which was recorded in Book 1202 at page 183, R.M.C. Office for Greenville County on December 9, 1983.

2. The Lease is made subject to the following:

- (a) Real property taxes for the year in which occupancy occurs, which taxes will be prorated between Landlord and Tenant based on date of occupancy, and all ad valorem taxes for future years, liens but not yet due and payable.
- (b) Applicable zoning laws and ordinances.
- (c) Any presently existing defect of title, easement, right of way, covenant, encumbrance, restriction, and mortgage (or future first mortgage lien) that may affect the Premises.

3. Landlord hereby warrants that Landlord and no other person or corporation has the right to lease the premises hereby demised. Tenant shall have peaceful and quiet use and possession of the leased premises without hindrance on the part of Landlord, and Landlord shall warrant and defend Tenant in such peaceful and quiet use and possession against the claims of all persons, claiming by, through or under Landlord.

4. The parties hereto agree that this lease contemplates the construction on the property described elsewhere hereinabove of certain improvements, which improvements are not, at the date of the execution of this lease, in existence. Landlord hereby warrants that the building, improvements and personalty which are the subject of this lease will be constructed in good, workmanlike fashion and will be subject to inspection and approval by Tenant prior to Tenant's occupancy of the premises. In the event there are any deficiencies noted by Tenant, Tenant may, with the prior consent of Landlord, occupy the premises subject to the correction of the deficiencies which may be noted in writing by Tenant. Landlord further warrants that it will pass through to Tenant the warranties on any equipment, fixtures and/or personalty that may form a part of the structure and are warranted by any outside manufacturer or supplier or by the contractor who constructs the building. Except as provided herein, Landlord shall not be responsible for any latent defect or change of condition