

transfer subject to the provisions of this section, but this section shall continue in effect after the making of such a gift to any such charitable organization and shall apply to any transfers thereafter.

SECTION 43 (a). Option to Purchase: Provided Tenant is not in default beyond any applicable grace period set forth in this lease for the cure thereof, Tenant shall have the right to purchase Landlord's fee interest in the Demised Premises at the following times:

(A) at any time during the six month period immediately subsequent to the tenth year of the term of this lease;

(B) at any time after the expiration of the 14th year of the term of this lease."

The Purchase Price pursuant to this Section is set forth in the Lease.

This Memorandum of Lease is prepared, signed and acknowledged solely for recording purposes under the laws of the State of South Carolina, and is in no way intended to change, alter, modify, amend or in any other way affect the rights, duties and obligations of Landlord and Tenant pursuant to the Lease; it being specifically understood and agreed between the parties that each has rights, duties and obligations imposed upon it in the Lease which are not expressly contained herein but are included herein by reference. A copy of the Lease is in the offices of Landlord and Tenant at their respective addresses hereinabove recited.

This Memorandum of Lease consists of three (3) pages, numbered.

IN WITNESS WHEREOF this Memorandum of Lease has been duly executed under seal as of the day and year first above written.

WITNESS or ATTEST CREATIVE FABRICS INC. EMPLOYEES PENSION PLAN

Trustee (Seal)

(Seal)

(Seal)

(Seal)
As to Landlord

WITNESS:

[Signature]
As to Tenant

THE GREAT ATLANTIC & PACIFIC
TEA COMPANY, INC.
BY [Signature]
Vice President

[Signature]
As to Tenant

ATTEST: [Signature]
Secretary

[Signature]
JAN ALPERT

VICE PRESIDENT

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