This Indenture, made in quadruplicate this 28th day of January, 1938, by and between M. Davenport, of the City of Mismi and State of Florida, as Lessor, and F. W. Woolworth Co., a corporation existing and doing business under the laws of the State of New York, as Lessee:

WITNESSETH:

the receipt of which is hereby acknowledged, and other good and valuable considerations as more fully described and set forth in a certain lease agreement between the parties hereto, bearing date of the 28th day of January, 1936, and executed simultaneously herewith, the said Lessor has agreed to demise and let, and hereby does demise and let to the Lessee, and the said Lessee has agreed to lease and take, and hereby does lease and take (according to the terms of said lease agreement and governed by the limitations, restrictions and covenants therein contained) those certain premises situated in the City of Greenville, County of Greenville, State of South Carolina, and more fully described as follows:

Beginning at a point on the North side of west washington Street, which point is the Southwest corner of what is now the seattle suilding, and running thence along the outside of the rear or western wall of said building, North 17 degrees 34' East sixty and thirty-nine one-hundredths feet to the Northwest corner of the seattle suilding, being a point in the center of the party wall petween said building and the building of Main Street Realty Corporation; thence along the center of thesame wall (being at this point a party wall between the building of Main Street Realty Corporation and property of the Lessor) North '72 degrees 35' west two and forty-two one-hundredths feet to a point at the end of and opposite the center of said wall; thence along-the outer or western line of the Western or rear wall of the building of Main Street Realty Corporation, North 16 degrees 08' East forty-one and twenty-five one-hundredths feet to a point at the end of and opposite the center of the party wall between the building of Main Street Realty Corporation and the Morgan Building; thence along the outer or western line of the Western or rear wall of the Morgan Building, North 19 degrees 37' East ten and forty-four one-hundredths feet to a point opposite an extension of the Scuthern line of the wall of that portion of the Davenport Building which fronts on Laurens Street; thence with the extension of the Southern line of said wall and with the Southern side of said wall North 72 degrees 38' west nineteen and thirty-five one-hundredths feet to a point on the projection of the outside or mastern line of the mastern wall of the wallace suilding; thence with the projection of the Eastern or outside line of the eastern wall of the wallace Building, South 17 degrees 34 west eleven and sixty-nine one hundredths feet to the Northeast corner of the Wallace Building; thence along the outside or Eastern line of the Eastern wail of the Wallace Building South 17 degrees 34' West one hundred and twenty five one-hundredths feet to a point on the North side of west Washington Street at the Southeast corner of the Wallace Building; thence along the North side of West washington Street; South 72 degrees 19' East twenty-one feet to the point of beginning, being the same lot of land conveyed to the Lessor herein by the Peoples National Bank of Greenville, as executor of the estate of D. D. Davenport, by deed dated July 7, 1932, and recorded in the R.M.C. Office for Greenville County, in Deed Book 121, at page 289; and being the same lot conveyed by Martha A. Bavenport to D. D. Davenport by deed dated June 27, 1916, and recorded in the R.M.C. Office for Greenville County, in Deed Book 42, at page 121; said property being improved with a two story building extending back from the North side of west washington Street for a distance of approximately 60 feet, and having behind this two-story building a one-story shed or storeroom with a depth of approximately 18 feet; the remainder of the lot being vacant; the property described herein being numbered 14 west washington Street; according to the present system of numbering buildings in the city of Greenville.

with the appurtenances and the sole and uninterrupted use and occupation thereof for the term beginning March 1, 1936, and ending on March 1, 1976, at 8 ociock in the forencon, being a term of forty (40) years.

It is understood that the only purpose or this instrument is to give notice of said lease agreement, which said lease agreement constitutes the agreement between the parties.

In witness whereof, the said L. M. Davemport, as Lessor, has hereunto set his hand and seal, and the said F. W. woolworth Co. a New York corporation, as Lessee, has caused the same to be executed on its behalf by its duly authorized officers and has caused its corporate seal hereon to be impressed as its act and deed, this instrument being executed in quadruplicate, each copy to be taken and considered as an original, on the day and in the year first above written. Signed, sealed and delivered

by the Lessor in the presence of:

Hugh Williams
A. L. Thompson.

Signed, sealed, attested and delivered by the Lessee in the presence of:

R. L. Creyhton,

C. H. Lovell

L. M. Devenport (SEAL)

F. W. Woolworth Co.

HY: A. L. Cornwell vice President.

Attest: Paul Hofer, Jr., Secretary.