

THIS INDENTURE, made this 7th day of December, 1945, between Ruth Cunningham Paget, J. Lee Cunningham, Virginia Dobson Dillard, and The First National Bank of Greenville, South Carolina, and B. B. Waters as Executors of the Estate of R. D. Dobson, deceased, (hereinafter known as the "Lessor"), as Parties of the First Part, and THE SCOTT-BURR STORES CORPORATION, a Delaware corporation, (hereinafter known as the "Lessee"), as Party of the Second Part,

W I T N E S S E T H:

That the Lessor, for and in consideration of One Dollar (\$1.00), and other good and valuable considerations, has demised and leased, and does hereby demise and lease, to the Lessee certain premises being situate at Numbers 38, 40, 42, and 44 Trade Street, Greer, County of Greenville, State of South Carolina, and being more particularly described as follows:

All that certain piece, parcel or lot of land, together with the three one-story brick buildings situated thereon located on the East side of Trade Street between Randall Street and Victoria Street in the City of Greer, County of Greenville, State of South Carolina, between the store building now occupied by Frierson's Drug Store, and a vacant lot now owned by Claude Duncan; said three buildings having an approximate frontage of 75 feet on the East side of Trade Street and running back between parallel lines a distance of 66 feet, more or less, to an alley, then narrowing down on the South side to a width of 32 feet and running back 75 feet and 10 inches, more or less.

It is the intent and purpose of this description to convey to the Lessee all the property which they own fronting on the East side of Trade Street between Randall Street and Victoria Street, with the exception of a lot on the South of the lease premises now leased by Frierson's Drug Store.

TO HAVE AND TO HOLD the same, together with the improvements and appurtenances now or hereafter located thereon, including the right of entrance and exit over all streets, alleys and areaways adjacent thereto, for and during the term of approximately twenty (20) years, beginning on the date the Lessor delivers the said demised premises to the Lessee and ending twenty (20) years thereafter, or on February 1, 1967, whichever date shall first occur.

Said demise and lease is made upon the identical terms, covenants and conditions contained in that certain Indenture made the 1st day of October, 1945, between the respective parties hereto, and acknowledged in behalf of Ruth Cunningham Paget, J. Lee Cunningham, Virginia Dobson Dillard and F. F. Beattie as President and W. L. Hester as Cashier of The First National Bank of Greenville, S. C., and B. B. Waters as Executors of the Estate of R. D. Dobson, deceased, by F. L. Crow on the 3rd day of October, 1945, before R. Vermelle Murphy, a Notary Public for South Carolina at large, and acknowledged in behalf of The Scott-Burr Stores Corporation by R. A. Wenger, President of said The Scott-Burr Stores Corporation on the 2nd day of November, 1945, before Gladys H. Blankenstein, a Notary Public for the County of Cook, State of Illinois.

Said terms, covenants, and conditions contained in said certain indenture made the 1st day of October, 1945, include a "protection" clause, reading as follows:

"That the Lessor will not, during the term hereof, or any renewal or extension hereof, lease or permit to be used, any portion of the building in which the demised premises are situated or any portion of any other building or premises owned or controlled by the Lessor located within one hundred (100) feet of the herein demised premises, for any business similar to the business of the Lessee, that is to say, for any limited price variety or department or dry goods store, or any business conducted under the name of a five and ten cent store, five cents to one dollar store, or similar name.

The above reference to the "Protection" clause contained in said certain indenture made the 1st day of October, 1945, is made only by way of partial enumeration, and shall not be construed to limit in any way the force of this instrument as constructive notice of all of the terms, covenants, and conditions contained in said certain indenture made the 1st day of October, 1945, hereinabove referred to, whether or not specifically referred to or enumerated herein.

IN WITNESS WHEREOF, First Parties have hereunto set their hands and seals, and the second party has caused this instrument to be executed in its corporate name by its Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, all on the day and year first above written.