

to assume and does hereby assume all commitments of the Transferor for merchandise, equipment and supplies ordered by the Transferor in the ordinary course of business prior to the date hereof but not delivered prior to the date hereof and does further covenant with the Transferor to indemnify and save harmless forever to the Transferor, its officers and directors, against any and all obligations and liabilities for any such merchandise, equipment and supplies.

AND THE TRANSFEROR does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the property hereby conveyed unto the Transferee, its successors and assigns against itself and its successors and every person whomsoever lawfully claiming or to claim the same or any part thereof.

THIS INDENTURE may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, BALLENTINE GROCERY STORES has caused this Indenture to be signed in its name, by its President and each of its Directors, and its corporate seal to be hereunto affixed and attested by its Secretary thereunto duly authorized, and WINN & LOVETT CAROLINAS, INC. has caused this Indenture to be signed in its name by one of its Vice Presidents, and its corporate seal to be hereunto affixed and attested by its Secretary thereunto duly authorized.

BALLENTINE GROCERY STORES

By J. W. Ballentine
J. W. Ballentine
President

Attest:

J. W. Ballentine
J. W. Ballentine
Secretary