

OLLIE F. NORTH

^{R.M.C.}
THIS LEASE, executed in triplicate this 1st day of March,

1955, by and between T. C. Stone, MD, of Greenville, South Carolina, and E. E. Stone, of Marietta, South Carolina, hereinafter for convenience called "Lessor", party of the first part, and Colonial Stores Incorporated, a Virginia corporation, with offices in the City of Columbia, South Carolina, hereinafter for convenience called "Lessee", party of the second part;

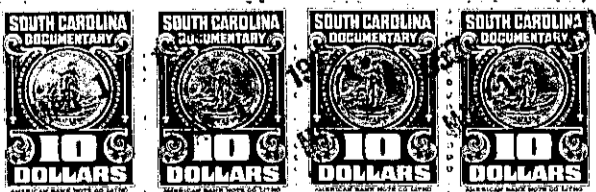
WITNESSETH: That for and in consideration of the rent reserved and of the mutual covenants and agreements herein contained, Lessor doth hereby demise and lease unto Lessee, upon the conditions and subject to the covenants and agreements hereinafter set forth, for a term of approximately ten (10) years, commencing on or about the 1st day of October, 1955, and ending on the 30th day of September, 1965, Lessee yielding and paying therefor unto Lessor during said term the rental hereinafter provided, the following described property, to-wit:

Store building, together with certain parking area, to be erected in Shopping Center located in Greenville, South Carolina on property bounded by Rutherford Road, Chick Spring Road and New Street, said location being more particularly described on Plot Plan dated December 29, 1954 by William G. Bursnall, A.I.A., said Plot Plan being made a part of this lease.

The parties hereto, for themselves and their respective successors and assigns, do hereby covenant and agree as follows:

1. Lessor agrees to erect upon said premises, at its own cost and expense, a building with adjoining parking facilities for the use of Lessee, in accordance with plans and specifications to be furnished by Lessee's Engineering Department, and the construction of said building and improvements to be subject to the approval and supervision of Lessee's Engineering Department. Lessor covenants that it will use its best efforts to have the said building completed and ready for occupancy on or before the 1st day of October, 1955, and it is expressly understood and agreed that unless the completion of said building by Lessor on or before the 1st day of January, 1956 is prevented by circumstances beyond Lessor's control, then and in that event Lessee may, at its option, terminate this lease if the said building is not completed and ready for occupancy on or before the 1st day of March, 1956.

2. Lessor covenants that it will save Lessee harmless as from all liability on account of payroll taxes, compensation insurance and other expenses or



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