

TITLE TO REAL ESTATE

or the beginning of the enforcement of such right or remedy and as to any provisions, covenants, terms or conditions, other than those requiring the payment of rents or other fixed sums, Landlord shall give Tenant written notice at least thirty days prior to the taking of any action or the beginning of the enforcing of any right or remedy, specifying the nature of the alleged default; and if the default shall be of such a nature that the same cannot be rectified or cured reasonably within thirty days, then Landlord shall not have the right to take the said action or to begin the enforcing of the said rights or remedies, if Tenant shall in good faith have commenced within the said thirty-day period to rectify or cure the same and shall with all diligence prosecute the same until there shall have been full compliance.

TENTALS AND ADDITIONAL RENTS PAYABLE FOR TERM ONLY.

31. It is understood that all rentals and all sums or charges payable as additional rental hereunder and all other sums payable by Tenant hereunder shall begin to accrue and to be payable only with and after the beginning of the term hereof and Tenant shall under no circumstances be required to pay any such rentals, charges or sums or to obtain any insurance for any period prior to the term hereof.

REBUILDING, REPAIRS, OR ALTERATIONS BY LANDLORD.

32. The Landlord shall not be called upon to rebuild the building and improvements on the demised premises or make any repairs or alterations to the same during the term of this lease.

PLAT OF DEMISED PREMISES.

33. It is specifically understood and agreed that the blue print of the demised premises hereto attached marked "Exhibit A" is incorporated into and made a part of this lease in so far as it affects the premises hereby demised.

USE OF PREMISES BY TENANT

34. The Tenant covenants and agrees with the Landlord that it will not use or permit said premises to be used for any unlawful purpose; nor will it permit thereon anything which may be or become a nuisance. The Tenant further agrees that it will not do or permit to be done on said premises anything which may render void or voidable any policy for the insurance of said premises against fire or other casualty.

EXECUTION OF LEASE AND MODIFICATION OF TERM

35. It is covenanted and agreed that this lease merges all understandings and agreements between the parties hereto with respect to the leased premises, and shall constitute the entire lease agreement. Said lease is executed for the purpose of the parties hereto in four counterparts, which are in all respects similar, and each of which is to be deemed complete in itself, and any one of which may be introduced in evidence or used for any other purpose without the production of the other counterparts thereof. It is further understood and agreed that said lease agreement shall not be changed or modified except upon the written consent of the Landlord and Tenant, which written consent shall be executed in four counterparts and attached to and become part of this lease agreement.

RESTRICTIONS AGAINST RENTAL OF OTHER PROPERTY BY TENANT

36. The Tenant covenants and agrees that it will not, directly or indirectly, own or operate in the City of Greenville, South Carolina, any other store of the kind which is now conducted or which may hereafter be conducted by the Tenant or by Green United Stores, Inc., in their other places of business in other parts of the United States as long as the Tenant or any of its subsidiaries are occupying the demised premises under the terms of this lease.

IN WITNESS WHEREOF, The Landlords have hereunto set their hands and seals and the Tenant has caused these presents to be signed by its duly authorized officers and the corporate seal to be hereunto affixed in accordance with the authority granted to it by the Resolution of the Board of Directors of the Tenant, the day and year first above written.

Witnesses:

Alfred F. Burgess

Azile C. Cope

As to Dan D. Davenport and
Malcolm C. Davenport

Dan D. Davenport (SEAL)

Dan D. Davenport

Malcolm C. Davenport (SEAL)

Malcolm C. Davenport