

SHORT FORM LEASE

THIS SHORT FORM LEASE, made this 1st day of October, 1963; between J. P. WILLIAMSON and M. S. MERRITT and THE WACHOVIA BANK AND TRUST COMPANY, a North Carolina corporation, as Trustee under three separate agreements with R. E. Ebert, as donor, each dated December 22, 1955, in which the beneficiaries are, respectively, Robert Edwin Ebert, Jr., William Southworth Ebert and Michael Preston Ebert, (hereinafter called "Landlord"), and WINN-DIXIE GREENVILLE, INC., a Florida corporation (hereinafter called "Tenant"); which terms, "Landlord" and "Tenant", shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties;

W I T N E S S E T H:

That the Landlord, in consideration of the covenants of the Tenant, does hereby lease and demise unto the Tenant, for the term hereinafter specified, the following-described land and improvements thereon:

That certain piece, parcel or tract of land located at 1506 Augusta Road in the City of Greenville, County of Greenville, State of South Carolina, more particularly described in Exhibit "A", attached hereto and by this reference made a part hereof;

Together with a store building, in an L-shape, measuring approximately 95'3" on front wall, 129' on South side wall, 37' on extreme rear wall, 66' on inner North side wall, 49' on inner rear wall, and 65' on outer North side wall, together with annex at rear 22' in width by 28' in depth, parking area, sidewalks, service areas and other improvements constructed thereon by Landlord.

FOR THE TENANT TO HAVE AND TO HOLD from the first day of October, 1963, for an initial term of five (5) years, expiring on September 30, 1968 at Midnight.

The Landlord agrees that, if it owns or controls any property located within five hundred (500) feet of the demised premises, it will not, without the written permission of the Tenant, directly or indirectly, lease or rent such property to any person, firm or corporation to be used for or occupied by any business dealing in or which shall keep in stock or sell any staple or fancy groceries, meats, fish, fruits, vegetables, dairy products, bakery goods, or frozen foods; nor will the Landlord permit any tenant of any such property to sublet in any manner, directly or indirectly, any such property to any person, firm or corporation to

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