

<u>Number of Premises on Schedule A</u>	<u>Lessee of Such Premises</u>
Premises No. 3	Odessa Kinney Shoe Corp.
Premises No. 4	Tejas Kinney Shoe Corp.
Premises No. 5	✓ Greenville Kinney Shoe Corp.
Premises No. 6	Somerville Kinney Shoe Corp.
Premises No. 7	El Camino Kinney Shoe Corp.
Premises No. 8	Danville Kinney Shoe Corp.

The term of each Lease shall begin on the 9th day of May, 1967 and shall end at midnight on the last day of May, 1992. At the option of each Lessee, such Lessee may extend the term of its lease for not more than three consecutive extended terms of five years each, on the terms and conditions set forth in the Lease Agreement. Each Lessee shall have the right at any time during the term of its lease to alter any buildings or structures upon the premises leased by it, as set forth in the Lease Agreement. Each Lessee shall have certain rights to purchase the premises leased by it under the terms and conditions set forth in the Lease Agreement.

All of the terms, conditions, provisions and covenants of the Lease Agreement are incorporated in this Memorandum of Lease by reference as though written out at length herein and the Lease Agreement and this Memorandum of Lease shall be deemed to constitute a single instrument or document.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the date first above written.

SECOND WENLOCK PROPERTIES, INC.

(Lessor)

Attest:

By

James P. [Signature]
Secretary

By

[Signature]
President

In the presence of:

[Signature]

[Signature]

TUSTIN KINNEY SHOE CORP.
WACO KINNEY SHOE CORP.
ODESSA KINNEY SHOE CORP.
TEJAS KINNEY SHOE CORP.
GREENVILLE KINNEY SHOE CORP.
SOMERVILLE KINNEY SHOE CORP.
EL CAMINO KINNEY SHOE CORP.
DANVILLE KINNEY SHOE CORP.

Attest:

By

[Signature]
Asst Secretary of each
of such corpora-
tions

By

[Signature]
Vice President of each
of such corporations

In the presence of:

[Signature]
[Signature]

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