Jun 28 11 37 MM '72

VOL 947 PAGE 423

OLLIE FARNSWORTH
STATE OF SOUTH CAROLINA R. M. C, )
COUNTY OF GREENVILLE )

SHORT FORM LEASE

THIS SHORT FORM LEASE, made this 25th day of May, 1972, between Jack E. Shaw, (hereinafter called "Lessor"), and Ingle's Super Market, Inc., a North Carolina Corporation, (hereinafter called "Lessee"),

## WITNESSETH:

That the Lessor, in consideration of the covenants of the Lessee, does hereby lease and demise unto said Lessee, and the Lessee hereby agrees to take and lease from the Lessor for the term hereinafter specified, the following described premises:

That certain store building, containing approximately 18,000 square feet of ground floor space, and the land on which the same shall stand (hereinafter collectively called "demised premises", which store building and related improvements are to be constructed by Lessor according to plans and specifications to be approved by the parties hereto and shall be in the location and of the dimensions as shown on the plot plan of property owned by Lessor at Pelham Road and East North Street, Greenville, South Carolina, as shown by Exhibit "A" as outlined in the solid red line and attached to the Lease Agreement executed by the parties hereto on November 23, 1971.

FOR THE LESSEE TO HAVE AND TO HOLD from the date of occupancy and ending twenty (20) years thereafter.

IT IS UNDERSTOOD AND AGREED that this is a Short Form Lease which is for the rents and upon the terms, covenants, and conditions contained in the aforesaid collateral lease agreement executed by the parties hereto and bearing even date herewith, which collateral lease agreement is and shall be a part of this instrument as fully and completely as if the same were set forth herein.

IT IS UNDERSTOOD AND AGREED that the Lessee's right shall be subject to any bona fide mortgage or deed to secure debt, which is now, or may hereafter be, placed upon the premises by the Lessor.

The conditions hereof and of the collateral lease agreement, hereinabove referred to, shall inure to the benefit of and be binding upon the respective parties hereto, their heirs, successors, and assigns.

(Continued on next page)