

Shopping Center in the areas shown on the plat of the shopping center (said plat being recorded herewith and made a part of this deed), as Local Stores No. I or Local Stores No. II.

It is agreed, however, that the premises may be sold or leased for any purpose, if the Grantors, their successors or assigns, shall fail within ten (10) days to notify the Grantee, her successors and assigns, that the Grantors, their successors and assigns, contend that the proposed use of the property will violate this covenant. Accordingly, if Grantors, their successors and assigns, do not give Grantee, her successors or assigns, a written objection to the proposed use of the property within ten (10) days after receiving written notice of the proposed use by the Grantee, her successors or assigns, then the Grantee, her successors or assigns, shall be free to use the property for any purpose set out in the notice to the Grantors, their successors or assigns.

It is the intent of the Grantors and the Grantee that any sale or lease made by Grantee, her successors or assigns, which is not in violation of this covenant when such sale or lease is made, shall not be construed as a violation of this covenant because of any sale or lease made by the Grantors, their successors or assigns, subsequent to the earlier sale or lease made by Grantee, her successors or assigns. Accordingly, it is agreed that if Grantee, her successors or assigns, sells or leases the property for a business which is not at the time of said sale or lease in total, complete competition with any store located in the area labeled Local Stores No. I and Local Stores No. II, or which is not objected to by the Grantors, their successors or assigns, (as set out in the paragraph immediately preceding), and subsequent to such action by Grantee, her successors or assigns, the Grantors, their successors or assigns, lease or sell property in the areas labeled Local Stores I, or Local Stores No. II, the earlier sale or lease on the part of the Grantee, her successors or assigns, shall not be subject to the terms of this covenant and cannot be construed as a violation of the terms of this covenant.

Notice to the Grantors, their successors or assigns, shall be considered as given by letter mailed certified mail, return receipt requested, to Investments Diversified Limited, 915 Northeast 125th Street, North Miami, Florida 33161, Attention: Mr. Stanley G. Tate. Notice to the Grantee, her successors or assigns, shall be considered as given by letter mailed certified mail, return receipt requested, to Mrs. Jean O. Bailey, 102 Crestview Circle, Greer, South Carolina 29651.

The date any lease or deed is recorded shall be determinative for purposes of establishing any time sequence with regard to any sale or lease. Two (2) years from the date this deed is recorded, this covenant shall terminate and shall be null and void.

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said

Jean O. Bailey, her Heirs and Assigns forever.

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