AND THE SECOND STATES

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SUBLEASE

PARTIES

Art. 1. This lease, made in triplicate this 16th day of September, 1983, by and between F. W. WOOLWORTH CO., a corporation organized and existing under the laws of the State of New York, having its Executive Office at No. 233 Broadway, New York, New York, 10279, hereinafter referred to as "Landlord", and PRO-MO LTD., INC., a South Carolina corporation having its principal place of business at 10 East Avenue, Greenville, South Carolina 29601, hereinafter referred to as "Tenant".

WITNESSETH:

PREMISES

Art. 2. The Landlord does demise and let unto the Tenant and the Tenant does lease and take from the Landlord for the term and upon the terms and conditions set forth in this lease the premises now known as 301 University Ridge, Greenville, South Carolina, and consisting of a one story building containing approximately 105,817 square feet of ground floor space plus a mezzanine area to the rear containing approximately 13,628 square feet, being the same premises described in the Overlease referred to in Art. 6 hereof as "demised premises" (except that said demise to Tenant shall not include that area referred to in said Overlease as "Garden Center Demised Premises" nor any other ground floor area outside of said 105,817 square feet of ground floor), together with a license to use as and to the extent that the same presently exist subject, however, to the provisions of Art. 26 hereof, all Common Facilities, including parking areas and all streets, service drives and sidewalks shown on the plot plan attached to the Overlease within the area described as Entire Premises in Schedule "A" of said Overlease. Said demised premises do not include Landlord's trade fixtures and equipment and the Landlord shall have the right to remove same at any time prior to the commencement of the term hereof.

TERM AND USE

Art. 3. To have and to hold the same for the term to commence on an account of the same for the term to commence on account of the same for the term to commence on account of the same for the term to commence on account of the same for the term to commence on account of the same for the term to commence on account of the same for the term to commence on account of the same for the term to commence on account of the same for the term to commence on account of the same for the term to commence on account of the same for the term to commence on account of the same for the term to commence on account of the same for the term to commence on account of the same for the term to commence on account of the same for the term to commence on account of the same for the same

POSSESSION

Art. 4. The Tenant accepts the building and improvements on the demised premises in their present condition and acknowledges that said premises and every part thereof are, at the date of Tenant's entry hereunder, complete and in good order, condition and repair. The Tenant agrees to deliver to the Landlord physical possession of the demised premises including but not limited to the air conditioning system, conveyor system, and heating facilities and with all interior partitions and walls, if any, installed by Tenant removed upon the termination of the term hereof, free and clear of all Tenants and occupants and the rights of either, in good condition, resonable wear and tear and damage by fire excepted and suitable for use as a retail store, and to indemnify and save the Landlord harmless from any and all claims, liabilities, cost expenses and damages which may result from the failure of the Tenant to comply with the provisions of this Art. 4.

(CONTINUED ON NEXT PAGE)