

KNOW ALL MEN BY THESE PRESENTS that by Indenture of Lease dated December 13, 1943, DR. M. L. LANFORD, as Trustee, and EARLINE C. LANFORD, both residing at Greer, South Carolina, (as said lease was extended and amended by a agreement dated January 8, 1946), jointly, severally and collectively designated therein as "Landlord" has leased, let and demised unto McLELLAN STORES COMPANY, a corporation incorporated under the laws of the State of Delaware, having its executive office at No. 55 Fifth Avenue, in the Borough of Manhattan, City and State of New York, as "Tenant" and the Tenant has hired from the Landlord the land and building known generally as 41-43 Trade Street, in the City of Greer, County of Greenville, State of South Carolina, having a frontage of approximately forty-three (43) feet on said street, by a depth of approximately one hundred (100) feet;

TOGETHER with the appurtenances thereunto belonging and Landlord's use, rights of access, ingress and egress in, to, from and over, any premises, street, way or alley adjoining, abutting or adjacent to, the demised premises; and all of Landlord's rights and easements appurtenant to, or used in connection with, said demised premises;

Commencing as of January 1, 1947, there shall be included in said lease as part of the demised premises, the land and building lying to the north of those above described and presently occupied by the Tenant, such additional premises being approximately twenty-five feet (25) front by a depth of approximately one hundred (100) feet;

TO HAVE AND TO HOLD the premises thereby demised unto Tenant, its successors and assigns, for the term commencing as of September 1, 1944, and expiring August 31, 1954, with an option to Tenant to extend and renew the term of said lease for an additional term of five years as in said lease provided.

YIELDING AND PAYING THEREFOR the payments therein agreed to be paid and such demise and hiring is upon the terms, covenants, conditions and provisions in said Lease contained, as extended and amended by said agreement----- which lease and agreement -----by reference thereto are hereby incorporated herein and made part hereof as though set forth in full herein or annexed hereto; it being the intention of the parties hereto to ratify, approve and confirm said lease as extended and amended by said agreement ----- as a matter of public notice and record and that nothing herein shall in any way affect or modify the same.

This instrument is executed for the mutual convenience of the parties hereto in three counterparts, which are in all respects similar, and each of which is to be deemed complete in itself, without use of, or reference to, any other, and any one of which may be introduced in evidence or used for any other purpose without the necessity of being publicly recorded or production of the other counterparts hereof.

It is mutually understood and agreed that these Presents and said Lease and said agreement-----shall apply to, be binding upon, and enure to the benefit of, the parties hereto, their respective heirs, executors, administrators, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed and sealed these presents this 22 day of Oct., 1946.

Witnesses:

Richard H. Wood

John O. Kendrick

J. C. Millar

L. A. Atkin

M. L. Lanford (L.S.)
M. L. Lanford, Individually
and as Trustee.

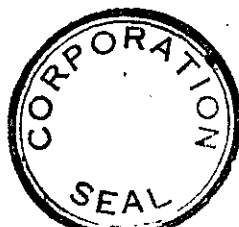
Earline C. Lanford (L.S.)
Earline C. Lanford

McLELLAN STORES COMPANY

By E. G. May, Vice President

ATTEST:

A. C. Melervey, Secretary



S. C. Stamps \$17.04
For True Consideration See Affidavit
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