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GREENVILLE CO. S. C.

BOOK 789 PAGE 56
HAYESWORTH, PERRY, DENNEY,
MASON & JOHNSON, ATTYS.

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(RECORDED & INDEXED)

MEMORANDUM OF LEASE

MEMORANDUM OF LEASE, dated as of December 15, 1965, between LEESBURG PROPERTIES, Inc., a Delaware corporation, having an address in care of The Corporation Trust Company, 100 West Tenth Street, Wilmington, Delaware (herein called Lessor) and BIGELOW-SANFORD, Inc., a Delaware corporation, having an address at 140 Madison Avenue, New York, New York (herein called Lessee).

WHEREAS, Lessor and Lessee have entered into a Lease dated as of the date hereof (herein called the Lease), by which Lease Lessor has let and demised to Lessee the premises specifically described in Schedule A hereto (which premises are identically described in Schedule A to the Lease) together with the improvements thereto and the items of equipment specifically described in Schedule A-1 hereto (which equipment is identically described in Schedule A-1 to the Lease), a copy of the Lease being held by Provident Mutual Life Insurance Company of Philadelphia, Post Office Box 7378, Philadelphia, Pennsylvania 19101, as the assignee of Lessor.

Now, THEREFORE, Lessor, in consideration of the rents and covenants provided in the Lease to be paid and performed by Lessee, does hereby let and demise unto Lessee the premises particularly described in Schedule A hereto, together with all buildings, structures and other improvements constructed and to be constructed thereon and all easements, rights and appurtenances thereto, and the items of equipment specifically described in Schedule A-1 hereto.

The term of the Lease shall begin on the ³⁰28th day of December, 1965 and shall end at midnight on the 30th day of June, 1991. At the option of Lessee, Lessee may extend the term of the Lease for 7 successive periods, the first such period consisting of 10 years and each subsequent period consisting of 5 years, on the terms and conditions set forth in the Lease. Lessee shall have the right at any time during the term of the Lease to alter or demolish any buildings or structures upon the premises leased and to construct new buildings thereon as set forth in the Lease. Lessee has the right to purchase such premises, or part thereof, under the circumstances set forth in the Lease.

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