Together with the right and easement in common with others to use, for all customary and proper purposes, the sidewalks, malls, streets, roads, alleys, walks, common areas and service areas shown on said Exhibit "A" or which may be hereafter established with the Tenant's written consent.

The Landlord further agrees for itself, its principal owners, stockholders, directors or officers, its successors, heirs, assigns and for any subsidiary or controlling corporation (i) that the same will not alter, change or vary in any manner the location of the building improvements and parking facilities as said building improvements and parking facilities are shown on Exhibit "A" attached hereto, (all building sites, whether indicated by dotted lines or solid lines on said Exhibit "A", shall be deemed to represent maximum building limits and no buildings shall extend beyond said building limits except as permitted in the Lease Agreement); (ii) that the same will not occupy or permit to be occupied any store premises on any parcels of land owned or controlled directly or indirectly by any of them within one (1) mile of the perimeter of GRANT PLAZA -----, for use as a department store, junior department store, 5 and 10 cent store, 5 cent to \$1.00 store, 25 cent to \$1.00 store, variety store (whether limited priced or not) or discount store without the Tenant's written consent in each instance; (iii) that the land area of the parking facilities on any such parcels of land adjacent to or adjoining the Shopping Center premises (which includes parcels of land which would be adjacent to or adjoining the Shopping Center premises but for an intervening road, street or highway) shall always aggregate at least three (3) times the total floor area in all the store premises on such parcels of land; and (iv) that the restrictions set forth in sub-sections (ii) and (iii) above shall be incorporated in any deed or other instrument by which the same shall convey title to any such parcels of land.

The Shopping Center premises in which the above described Parcels I and II are located, are comprised of those certain parcels or tracts of land situate, lying and being in the City of GREER, County of GREENVILLE, State of SOUTH CAROLINA, containing 18.99 acres and located on the West side of Chesterfield Street and being known and designated as Tract B on a plat thereof bearing legend "Survey For Investments Diversified Limited" dated May 1970 by Carolina Engineering & Surveying Co., being more particularly described as follows:

Commencing at the northeast corner of Tract B, as shown on the aforesaid plat, said corner being located at the intersection of the North line of Tract B and the West right-of-way line of Chesterfield Street, and from said point going thence along Chesterfield Street South 13° 42' West a distance of 177 feet; thence from said point continuing along the West right-of-way line of Chesterfield Street South 2° 10' East a distance of 279.9 feet to a point; thence from said point South 67° 41' West a distance of 570 feet to a point; thence from said point South 62° 19' East a distance of 180 feet to a point; thence from said point South 67° 41' West a distance of 470 feet to a point; thence from said point North 25° 29' West a distance of 900 feet to a point on the South side of the right-of-way line of U. S. Highway 29; thence from said point along the Southerly right-of-way line of U. S. Highway 29 North 67° 41' East a distance of 528.8 feet to a point; thence from said point South 22° 19' East a distance of 150 feet; thence from said point North 67° 41' East a distance of 150 feet; thence from said point North 67° 41' East a distance of 200 feet; thence from said point North 22° 19' West a distance of 103.5 feet to a point; thence from said point along lands of I. P. Few Estate North 87° 23' East a distance of 625.2 feet to a point, being the point of beginning.

TOGETHER WITH an easement for ingress and egress over the following described parcel of land:

(Continued on Next Page)

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