



SHORT FORM LEASE

THIS SHORT FORM LEASE, made this 21st day of September, 1962, between SUE H. McMAHAN as Committee for J. A. McMAHAN, Incompetent, and M. WILSON CLARY as Trustee for MATTHEW WILSON CLARY, JR., DOROTHY LENORE CLARY and CAROL CLARY, under Trust Agreement dated December 31, 1952, (hereinafter called "Landlord"), and WINN-DIXIE GREENVILLE, INC., a Florida corporation, (hereinafter called "Tenant"), which terms "Landlord" and "Tenant" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties;

WITNESSETH:

That the Landlord, in consideration of the rents herein reserved and of the covenants of the Tenant, does hereby lease and demise unto the Tenant, for the term hereinafter specified, the following described land and improvements thereon:

That certain piece, parcel or tract of land located at the Southerly corner of the intersection of Laurens Road and Greenacre Road, known as No. 1426 Laurens Road, in the City of Greenville, County of Greenville, State of South Carolina, more particularly described as:

Beginning at an iron pipe at the intersection of the Northeasterly right-of-way line of Liberty Lane and the Southeasterly right-of-way line of Greenacre Road; run thence N. 31° 30' East 270.9 feet along the Southeasterly right-of-way line of Greenacre Road to an iron pipe; thence continuing on a curve concave to the South following the said right-of-way line of Greenacre Road and the Southwesterly right-of-way line of Laurens Road 40.5 feet to an iron pipe at end of the curve in the Southwesterly line of Laurens Road, which iron pipe bears N. 78° 43' E. from said iron pipe at beginning of the curve; thence run S. 55° 31' E. 220.5 feet along the Southwesterly right-of-way line of Laurens Road to an iron pipe; thence S. 33° 27' W. 300 feet to an iron pipe in the Northeasterly line of Liberty Lane 240 feet to the point of beginning.

Together with a store building, approximately 90 feet in width by 150 feet in depth, parking area, sidewalks, service areas and other improvements constructed thereon.

FOR THE TENANT TO HAVE AND TO HOLD from the date dependent upon the completion of the above improvements and when the Tenant opens said premises for the transaction of business, for an initial term of ten (10) years from said commencement date.

The Landlord agrees that, if it owns or controls any property



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