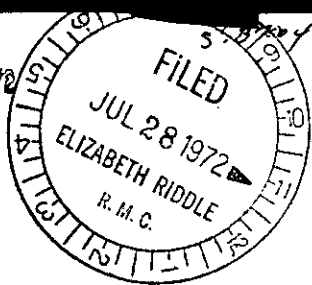


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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

THIS INDENTURE, made and entered into this 1st day of May, 1972, by and between

BLAKE P. GARRETT, DAVID H. GARRETT, G. B. NALLEY, SR., and GEORGE B. NALLEY, JR.
c/o Blake P. Garrett, Post Office Box 36, Fountain Inn, South Carolina 29644

hereinafter referred to as the "LANDLORDS", and
FAMILY DOLLAR STORES OF GREENVILLE, S.C., INC.

hereinafter referred to as the "TENANT";

WITNESSETH:

For Plat see Deed Book 950 Pages 357 thru 360

THAT the LANDLORDS, in consideration of the rents reserved, hereinafter referred to, and of the terms, covenants and conditions hereinafter mentioned, have this day demised and leased unto the TENANT, the following described property: situated in the City of Greenville, Greenville County, South Carolina, in the Bi-Lo - Family Dollar Stores Shopping Center located on Bramlett Road (formerly Tenth Street) in the City View Section, building to be built adjacent to and adjoining the 24,690 square foot Bi-Lo Supermarket (formerly A&A Supermarket location) building to be set back 4' off the front building line of Bi-Lo Supermarket but building line to be parallel with Bi-Lo Supermarket front building line, with the right to use in common with other tenants, the paved-marked-lighted parking area shown on the plot plan of the shopping center hereto attached and marked "Exhibit B" and hereby made a part hereof; said Shopping Center, which includes Bi-Lo building and Family Dollar Store building and their common parking area, is encompassed in all of Lots 9, 11, 13, 14, 15, 16, 17, 18, 19, 20 (excluding the beauty shop on a portion of Lot 20 on the corner of Bramlett Road and Belk Street (formerly Smith Street)) 37, 38, 39, 40 and 41 (excluding the washerette located at rear of Lot 41) on said plot plan, "Exhibit B", and will contain a minimum of 196 standard automobile parking spaces plus 20 parking spaces which will be provided on the front portion (in front of washerette) of Lot 41, which Mr. G. B. Nalley, Sr. agrees to grade and pave, all as per plot plan "Exhibit B" attached.

TO HAVE AND TO HOLD said demised premises for an initial term ending on the 31st day of December, 1982, upon the rents, terms, covenants and conditions contained in a certain Collateral Agreement or Indenture Of Lease between the parties and bearing even date herewith, which said Collateral Agreement or Indenture Of Lease is incorporated herein by reference, and the TENANT has been and is hereby granted, in accordance with the terms of said Indenture Of Lease, 2 successive options to extend the term of said Lease for a period of 5 years on each option.

IN WITNESS WHEREOF, this indenture has been duly executed by said parties, in manner and form provided by law, this the day and year first above written.

WITNESSES:

Betty P. Stoddard
Luth Annitt

Blake P. Garrett (SEAL)
BLAKE P. GARRETT

David H. Garrett (SEAL)
DAVID H. GARRETT

WITNESSES:

William J. Newby
Janice B. Brown

G. B. Nalley, Sr. (SEAL)
G. B. NALLEY, SR.

George B. Nalley, Jr. (SEAL)
GEORGE B. NALLEY, JR.

ATTEST:

Jewell M. Garrison
Secretary

FAMILY DOLLAR STORES OF GREENVILLE, S.C., INC.

By: Leon Lewis
President

(Continued on next page)