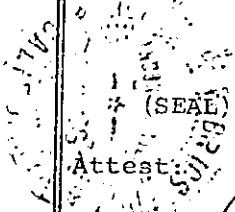


and it shall not be necessary in any such suit, action or proceeding to make County a party thereto; and this Agreement may not be modified or amended without the prior written consent of the Trustee, and any attempted modification or amendment without such consent shall be void. The terms of this Agreement may be enforced as to any one or more breaches either separately or cumulatively. Notice of acceptance of this Agreement and notice of the execution and delivery of the Lease by Lessee and of the assignment thereof and of this Agreement to the Trustee are waived by Guarantor.

IN WITNESS WHEREOF, House of Fabrics, Inc. has caused this Agreement to be executed in its name and under its seal by its ^{VICE} President, attested by its Secretary; and Greenville County has caused this Agreement to be executed in its name and under its seal by the Chairman of the County Board of Commissioners of Greenville County, attested by the Secretary of said County Board, all as of March 1, 1968.

HOUSE OF FABRICS, INC.

BY Bill M. Smith
VICE President



Attest: Allan M. [Signature]
Secretary

Signed, sealed and delivered in the presence of:

[Signature]
Anna H. Harris

(CONTINUED ON NEXT PAGE)