

THIS INDENTURE, made the 25th day of November, One Thousand Nine Hundred and                          between THE Surety Life Insurance Company of                          of                          Greenville, S. C.

Parties

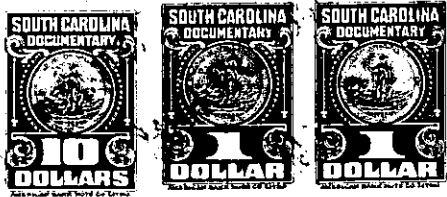
party of the first part, hereinafter called the "Lessor", and THE GREAT ATLANTIC AND PACIFIC TEA COMPANY, a duly organized and existing corporation having an office and place of business at 2024 Thrift Road City of Charlotte, State of North Carolina, party of the second part, hereinafter called the "Lessee".

Purpose

WITNESSETH: That the Lessor has agreed to let and hereby does let and demise to the Lessee, and the Lessee has agreed to take and hereby does take from the Lessor, for the purpose of a general merchandise business, the first floor and the full basement thereunder in a store building and a parking lot adjacent thereto located upon the following described property owned by the Lessor, situated in the City of Greenville, County of Greenville, State of South Carolina.

Premises

Property being 102 feet more or less in front; 93 feet more or less in rear; 255 feet more or less on the northwest boundary; and 267 feet more or less on the southeast boundary. Approximate dimension of building: 75 feet wide and 110 feet deep, that portion of land not taken up by the building to be used for parking purposes.



with the appurtenances; which store building, first floor store, basement and parking lot are known by Street No. 528 Buncombe Street, Greenville, S. C.

Term, Rent

TO HAVE AND TO HOLD THE SAME for a term of five (5) years to begin upon the first            day of April, One Thousand, Nine Hundred and Fifty-eight and to end of the last day of March, One Thousand, Nine Hundred and Sixty-three, at a monthly rental of Five Hundred and No/100 Dollars (\$ 500.00 ), to be paid to the Lessor, to such appointees as the Lessor shall from time to time in writing designate, or to the legal representatives of the Lessor, in advance on the first day of every month during said term; and the Lessee covenants to pay the rent herein reserved.

Extension

~~The Lessee, at its option shall be entitled to the privilege of                          successive extensions of this lease, each such extension to be for a period of                          years, at a monthly rental of~~  
~~And subject to all the terms and conditions herein expressed.~~

Renovating

~~1. The Lessor will have done at his own expense, but to the Lessee's reasonable satisfaction prior to the date of the beginning of the term of this lease, any renovating or repairing, including items set forth on attached rider marked Schedule A, and according to the specifications therein set forth.~~

Governmental- Authorizations

~~2. The Lessor shall file any and all applications for, and shall obtain, any consents or authorizations as may be required of Lessors, owners and builders by any Government agency or public authority, upon a full and fair disclosure of the facts to it, and the effectiveness of the lease and the liability of the Lessee shall not accrue until the Lessor has fully complied with all terms and conditions of such consents or authorizations.~~

Lessor will at its expense have resurfaced with one and one-half (1½) inch hot asphalt the parking area, which is now surface treated, on the demised premises. Lessee will maintain said parking area during the term of the lease.

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