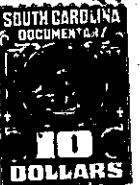


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STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

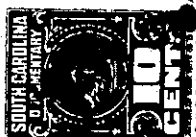
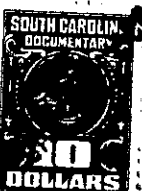
LEASE AGREEMENT



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I. DEMISED PREMISES

Upon the covenants, terms and conditions herein stated, R. M. Caine, hereinafter referred to as Lessor, does hereby lease and FOOD-LANE, INCORPORATED, a South Carolina corporation, hereinafter referred to as Lessee, does hereby accept a lease for the real estate described in Exhibit A, hereto attached, initialed by the parties and made a part hereof, and the improvements, including the warehouse, situate thereon.

II. TERM

A. The original term of this lease shall commence on March 1, 1960, and shall continue for a period of twelve (12) years thereafter, ending at midnight on the last day of February, 1972. Lessor shall, on March 1, 1960, deliver Lessee the exclusive possession of the demised premises, free of all labor and materialmen's liens and superior to any liens and encumbrances other than the lien of not delinquent, current taxes.

B. It is further agreed that Lessee shall have access to the demised warehouse during the working hours of Allison-Erwin Company, the present occupants of said warehouse, for the purpose of making alterations in said warehouse, including but not limited to the building and installation of refrigeration cases, until said possession is delivered.

III. OPTIONS

Lessor hereby grants to Lessee two (2) separate and successive options, each to extend the term of this lease for an additional term of five (5) years and upon the same terms, covenants and conditions as those herein stated. To exercise any such option, Lessee shall give Lessor written notice thereof six (6) months prior to the end of the original or extended term then in effect.

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