

833.24
*S.C. Stamps placed
on separate lease.*

FIRST LEASE EXTENSION AND AMENDMENT

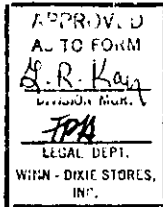
THIS FIRST LEASE EXTENSION AND AMENDMENT, made this
28th day of February, 1969, between THE PEOPLES NATIONAL BANK
OF GREENVILLE, SOUTH CAROLINA, as Trustee under the Will of John
Abner McMahan, Deceased, and M. WILSON CLARY, as Trustee for
Matthew Wilson Clary, Jr., Dorothy Lenore Clary and Carol Clary,
under Trust Agreement dated December 31, 1952, (hereinafter called
"Landlord") and WINN-DIXIE GREENVILLE, INC., a Florida corporation
duly authorized to transact business in the State of South Carolina,
(hereinafter called "Tenant"); which terms "Landlord" and "Tenant"
shall include, wherever the context admits or requires, singular
or plural, and the heirs, legal representatives, successors and
assigns of the respective parties;

WITNESSETH:

WHEREAS, by Lease dated September 21, 1962, Sue H.
McMahan, as Committee for J. A. McMahan, Incompetent, and the said
M. Wilson Clary, as Trustee as aforesaid, as landlord, did lease
and demise unto Tenant those certain premises, therein more parti-
cularly described, known and designated as 1426 Laurens Road in
the City of Greenville, County of Greenville and State of South
Carolina, for an initial term of ten (10) years commencing on
September 15, 1963 and expiring at midnight on September 14, 1973,
and for such rentals and upon such terms and conditions as are more
particularly set forth therein, a short form of said Lease being
recorded in Deed Book 710, page 129 in the Office of the Register
of Mesne Conveyances for Greenville County, South Carolina; and

WHEREAS, the said J. A. McMahan a/k/a John Abner McMahan
has died since the execution of the said Lease dated September 21,
1962 and all of his right, title and interest in and to the demised
premises and as landlord in said Lease is now vested in the above
described The Peoples National Bank of Greenville, South Carolina,
as Trustee under the Will of John Abner McMahan, Deceased; and

WHEREAS, the parties hereto have agreed to extend the term



(Continued on next page)