

LEASE

This Lease made and entered into as of this 1st day of July, 1973, by and between Greenville County, South Carolina a body politic and corporate and a political subdivision of the State of South Carolina, (hereinafter called "Lessor"), and BI-LO, Inc., a corporation organized and existing under the laws of the State of South Carolina with its principal office in the City of Greenville, South Carolina (hereinafter called "Lessee").

WITNESSETH:

In consideration of the respective representations and agreements hereinafter contained, Lessor and Lessee agree as follows (provided that in the performance of the agreements of the Lessor herein contained, any obligation it may thereby incur for the payment of money shall not create a pecuniary liability or a charge upon its general credit but shall be payable solely out of the proceeds derived from this Lease, the sale of the Bonds referred to in Section 2.01 hereof and the insurance proceeds, proceeds from released property and condemnation awards as herein and in the Act provided).

ARTICLE I

DEFINITIONS

Section 1.01. Use of Certain Terms. Certain terms used in this Lease are defined herein. When used herein, such terms shall have the meanings given to them by the language employed in this Article I defining such terms, unless the context clearly indicates otherwise.

Section 1.02. Definitions. The following terms are defined terms under this Lease:

"ACT" means Act No. 103 of the Acts and Joint Resolutions of the State of South Carolina, 1967, and appearing as Article 2.1, Chapter 8, Title 14, Code of Laws of South Carolina, 1962.

"ADDITIONAL IMPROVEMENTS" means those particular improvements, additions, enlargements or expansions in, on or to the Leased Premises including equipment which are described in Section 20.01 hereof.

"AGREEMENT" or "LEASE" means the within Lease between the Lessor and Lessee.

"ALL UNPAID INSTALLMENTS OF RENT" means an amount equal to the entire principal amount of the then outstanding Bonds together with any applicable redemption premiums specified in Sections 5.03, 5.04 and 5.05 of Article V of the Indenture and all interest accrued or to accrue on and prior to the next earliest redemption date or dates specified in Sections 5.03, 5.04 and 5.05 of Article V of the Indenture on which the Trustee can redeem the Bonds after giving notice to the holders thereof as required by the Indenture, less moneys available for such purpose then held by the Trustee, plus any additional rental due or to become due hereunder, including, without limitation, any unpaid fees and expenses of the Lessor or the Trustee which are then due or will become due prior to the time that the Bonds are paid in full and the trust established by the Indenture is terminated.