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DONNIE S. TANKERSLEY

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Parties

THIS MEMORANDUM OF LEASE dated this 28th day of September, 1973,  
between WESTSIDE CITY, INC.,

mailing address  
a South Carolina corporation having its principal office at Post Office Drawer 1821,  
Greenville, South Carolina 29602  
(herein referred to as "Landlord"), and S. S. KRESGE COMPANY, a Michigan corporation having  
its principal office at 3100 West Big Beaver Road, Troy, Michigan 48084 (herein referred to as  
"Tenant"),

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00) and other good  
and valuable considerations and the further consideration of the rents reserved and the covenants  
and conditions more particularly set forth in a certain lease between Landlord and Tenant and bearing  
even date herewith, Landlord and Tenant do hereby covenant, promise and agree as follows:

Demised  
Premises

1. Landlord does demise unto Tenant and Tenant does take from Landlord for the term here-  
inafter provided, and any extension thereof, the following property: Tenant's completed building or  
buildings (designated K mart and K mart Food), together with site improvements to be con-  
structed, as specified in said lease, by Landlord at its expense on the land described in Exhibit  
"A" and depicted on Exhibit "B", attached hereto and made a part hereof, situated near  
the City of Greenville, County of Greenville, State of S. Carolina, said  
building or buildings to be in the locations and of the dimensions depicted on said Exhibit "B".

Landlord hereby gives and grants unto Tenant, in common with others entitled thereto,  
including Tenant's agents, employees, customers, licensees and invitees the following licenses, rights,  
privileges and easements: the use of parking areas, common areas (including rest rooms and other  
facilities, if any), roadways, sidewalks and accessways to public streets and highways indicated on said  
Exhibit "B", together with the use of any delivery or servicing areas adjoining Tenant's said buildings  
or designated as such on Exhibit "B", which areas shall be adequate for the passage, unloading and,  
if necessary, turning around of trailer trucks and other commercial vehicles.

Said completed buildings and site improvements, together with the licenses, rights, privileges and ease-  
ments herein set forth, shall be hereinafter collectively referred to as the "demised premises".

Term

2. The lease term shall commence upon the date of occupancy by Tenant of said buildings,  
and shall terminate upon such date as shall be twenty-five ( 25 ) years from the last day  
of the month in which said date of occupancy by Tenant shall occur; provided, however, Tenant shall  
have the option to extend the lease term for ten ( 10 ) successive periods of five  
( 5 ) additional years each.

Building  
Areas

3. Landlord covenants, during the period commencing with the date of execution of aforesaid  
lease and ending upon the last day of the lease term and any extension or renewal thereof, that it  
will not erect or construct any buildings or other structures upon land described in Exhibit "A", except  
as shown on Exhibit "B"; provided, however, in the event that the date of occupancy by Tenant of  
the demised premises shall not occur prior to such date as shall be seven (7) years from the date of  
the aforesaid lease, then the restrictions imposed by this Article shall cease and determine and shall be  
of no further force or effect.

Signs

4. The demised premises shall be referred to by only such designation as Tenant may indicate.  
Landlord expressly recognizes that the service mark and trademark "K mart" is the valid and ex-  
clusive property of Tenant, and Landlord agrees that it shall not either during the term of this lease  
or thereafter directly or indirectly contest the validity of said mark "K mart", or any of Tenant's  
registrations pertaining thereto in the United States or elsewhere, nor adopt or use said mark or any  
term, word, mark or designation which is in any aspect similar to the mark of Tenant. Landlord further  
agrees that it will not at any time do or cause to be done any act or thing, directly or indirectly, con-  
testing or in any way impairing or tending to impair any part of the Tenant's right, title and interest  
in the aforesaid mark, and Landlord shall not in any manner represent that it has ownership interest  
in the aforesaid mark or registrations therefor, and specifically acknowledges that any use thereof  
pursuant to this lease shall not create in Landlord any right, title or interest in the aforesaid mark.