

of the Second Party which approval shall not be unreasonably withheld. In the event no response is received by First Party from Second Party within thirty (30) days following receipt of said sketch by Second Party, the location of the entrance on said sketch shall be deemed acceptable to Second Party. Second Party shall have the right to relocate said entrance at a subsequent date provided the cost thereof is borne by Second Party.

This Agreement shall be construed in accordance with the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

IN THE PRESENCE OF:

*[Signature]*  
*[Signature]*  
 As to T. C. Threatt

*[Signature]*  
*[Signature]*  
 As to A & P

ATTEST:

*[Signature]*  
 Secretary (Corporate Seal)

*[Signature]* (SEAL)  
 T. C. Threatt  
 First Party

THE GREAT ATLANTIC & PACIFIC  
 TEA COMPANY, INC. (SEAL)  
 BY: *[Signature]*  
 Second Party

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