

SHORT FORM LEASE

By Lease dated as of January 25, 1977, First Hartford Realty Corporation, a Delaware corporation with an office at 685 Parker Street, Manchester, Connecticut 06040, as Landlord, leased and demised unto Paperback Booksmith Franchises Corp., a Delaware corporation with an office at 30 Superior Drive, Natick, Massachusetts 01760, as Tenant, the premises described in said Lease as the space in the Shopping Center indicated in an Exhibit to the Lease (which is defined as the Greenville Shopping Mall, Greenville, South Carolina), consisting of Store No. 604, Building No. 6 containing approximately 1,925 square feet of gross leasable area, together with rights in common with others elsewhere described in the Lease to use in common all of the Common Areas (as defined in the Lease) for the entire term of the Lease, subject to the terms and conditions of the Lease; the Landlord having specifically reserved the roof and outer walls of the demised premises and the land underneath the same, the overhangs thereof and the walks abutting the building, if any, for any purpose of its own, including, but not limited to, the installation, maintenance, repair and replacement of pipes, wires, cables and utility lines.

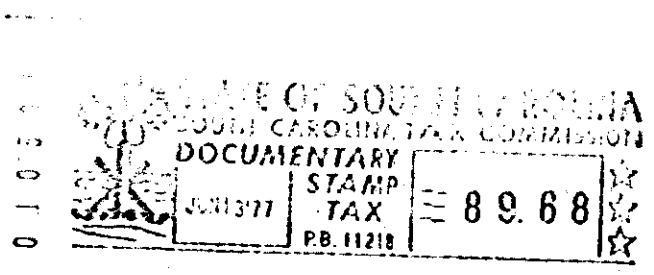
The perimeters of said Shopping Center are illustrated in an Exhibit to the Lease, the netes and bounds of said perimeters being also described in an Exhibit to the Lease, a copy of said perimeter description being annexed hereto.

The term of said Lease is ten (10) years commencing on the day upon which the first of any of the following occurs: (a) the date upon which Tenant opens for business; (b) the date occurring thirty (30) days next following the date Landlord tenders the demised premises to Tenant with a certificate of occupancy issued as to the same by the applicable local governmental authority; or (c) the date which occurs ninety (90) days next following the day Landlord tenders the demised premises to Tenant with the floor slab poured as to the same.

Said Lease contains other terms, covenants, and conditions which an examination of the same will disclose. The rights, obligations and remedies of the parties with respect to each other and with respect to the demised premises are fixed, determined and governed solely by the provisions of said Lease, this Short Form Lease being intended to be executed and recorded by the parties for the sole purpose of avoiding the necessity of recording the entire Lease. In the event of any conflict between the provisions of this instrument and the provisions of said Lease, the provisions of said Lease shall govern and control.

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