

and Short Form Lease, as hereinafter set forth;

NOW THEREFORE, in consideration of the premises and the sum of Ten Dollars (\$10.00) and other good and valuable considerations, in hand paid by the Tenant to the Landlord, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

1. The legal description of the shopping center appearing as Exhibit "B" to both the long form Lease, as amended, and the Short Form Lease, each dated February 3, 1971, is hereby amended by adding thereto an additional sub-paragraph reading as follows:

"LESS AND EXCEPT a parcel of land lying and being in the City of Greer, County of Greenville and State of South Carolina, more particularly described as follows:

BEGINNING at a point on the Easterly right-of-way line of Middleton Drive which is located 204.6 feet as measured along the Easterly right-of-way of Middleton Drive from its intersection with the Northwesterly right-of-way line of West Poinsett Avenue; run thence N. 25° 59' West along said Easterly right-of-way line of Middleton Drive a distance of 122.4 feet; thence N. 67° 48' E., a distance of 306.6 feet; thence S. 22° 35' E., a distance of 19.9 feet; thence N. 68° 10' E., a distance of 85.3 feet; thence N. 25° 02' W., a distance of 20.45 feet; thence N. 67° 48' E., a distance of 86.1 feet; thence S. 22° 35' E., a distance of 120.9 feet; thence S. 67° 38' W., a distance of 470.0 feet to a point in the Easterly right-of-way line of Middleton Drive, the POINT OF BEGINNING."

2. The above described excepted parcel is hereby released and discharged from the operation and effect of said long form Lease, as amended, and Short Form Lease, with the exception, however, and upon the condition that Tenant's exclusive rights for the operation of a supermarket in the shopping center and the restrictions upon the sale of food items for off-premises consumption as set forth in Article 28 of said long form Lease, as amended, and also in the first paragraph on page 2 of said Short Form Lease, shall not be modified or changed in any respect by virtue of this Fourth Amendment to Lease and First Amendment to Short Form Lease, and such rights and restrictions shall remain in effect so long as Tenant, or its successors and assigns, shall continue to use or occupy its demised premises as a supermarket, grocery store, meat, fish, fruit or vegetable market.

3. It is mutually understood and agreed that the said Lease, as amended, and Short Form Lease, each dated February 3, 1971,