

LEASE CANCELLATION AGREEMENT

AGREEMENT, made in triplicate, this 11 day of May, 1968,
by and between BELL TOWER LIMITED PARTNERSHIP, a Limited Partnership organized
and existing under the laws of the State of South Carolina, having its principal
office at 13-17 South Main Street, Greenville, South Carolina, herein referred
to as "Landlord", and F.W. WOOLWORTH CO.; a corporation organized and existing
under the laws of the State of New York, having its Executive Office at No. 233
Broadway, New York, New York, herein referred to as "Tenant".

W I T N E S S E T H :

WHEREAS, Landlord has leased to Tenant those certain premises known as _____
Church Street, Greenville, South Carolina, and more particularly described in
that certain lease dated August 15, 1965, a Short Form of which was recorded on
April 11, 1966, in the Office of the R. M. C. Greenville, County, South Carolina,
in Deed Book 796, at Page 418, hereinafter referred to as "said lease"; and

WHEREAS, the Landlord named herein is now the owner of said premises and the
holder of the Landlord's interest in said lease; and

WHEREAS, Landlord has been unable to lease and construct the retail store
buildings as provided in said lease and has requested that said lease be cancelled.

WHEREAS, Landlord and Tenant are willing to cancel said lease and to remove
the Short Form of same from the records of Greenville County, South Carolina.

NOW, THEREFORE, in consideration of the premises and the sum of One (\$1.00)
Dollar and other good and valuable consideration paid by the Tenant, receipt of
which is hereby acknowledged by the Landlord, the parties hereto mutually agree
and covenant for themselves, their successors and assigns, as follows:

FIRST: Said Lease shall be and it hereby is cancelled and terminated
effective on the date of this agreement and thenceforth shall be null and void.

SECOND: The Landlord by the execution hereof acknowledges full per-
formance to the date of this agreement of all covenants in said lease required
to be performed by Tenant.

THIRD: This agreement and all the provisions thereof shall bind and
enure to the benefit of the parties hereto and their respective heirs, legal re-
presentatives, successors and assigns.

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