

OLLIE PATTERSON
R.H.G.

Lease

(Short Form)

This lease made in ^{triplicate} ~~quadruplicate~~ this ^{4th} day of MARCH, 1968, by and between BELL TOWER SHOPPING CENTER, INC., a corporation organized and existing under the laws of the State of South Carolina, having its principal office at c/o Alester G. Furman Co., Agent, P.O. Box 288, * 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. *Greenville, South Carolina

W

WITNESSETH:

For and in consideration of the sum of One (\$1.00) dollar and other valuable consideration paid and to be paid by the Tenant to the Landlord, the Landlord does demise and let unto the Tenant and the Tenant does lease and take from the Landlord, upon the terms and conditions and subject to the limitations more particularly set forth in a certain agreement between the Landlord and Tenant bearing even date herewith (hereinafter referred to as the "Agreement"), the premises now known as (Address) Church Street, Greenville, South Carolina and more particularly described in Schedule "A" and drawing attached hereto and being the identical Schedule "A" and drawing attached to and made a part of the Agreement.

For Plat See Deed Book 869, page 395

TOGETHER with all alley rights, if any, easements, rights and appurtenances in connection therewith or thereunto belonging.

To have and to hold the same for the term to commence on the date of delivery of the demised premises as in the Agreement provided, and end on the last day of January, 1990, at Midnight, unless sooner terminated or extended as in the Agreement provided.

The Agreement among other provisions contains the following:

Full Performance

ART. 26. This lease (including any Short Form lease or Notice of Lease prepared for recording purposes) is and shall be considered to be the only agreement between the parties hereto; all negotiations and oral agreements acceptable to both parties are included herein. The Landlord by the execution hereof acknowledges full performance to the date hereof of all covenants required to be performed by the Tenant under all prior leases, contracts and agreements of every kind and nature whatsoever affecting the demised premises or the property of which the demised premises are a part.

The Landlord further releases the Tenant from the performance of any and all obligations of every kind and nature whatsoever under said leases, contracts and agreements (except such obligations as are expressly included in the herein lease), all of which are hereby canceled and terminated. ~~THE WISEMAN XXXXXX XXXXXX XXXX
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XX~~
Tenant's Sign ~~XX~~

ART. 32. The Landlord hereby grants to the Tenant the right and easement to erect at any time and to maintain on any part of the Parking Area not exceeding 200 square feet in land area, a pylon or other sign and in connection therewith the further right and easement to install and maintain under, in, or over the Entire Premises such conduits, wires, or ducts as may be necessary to supply utilities services to said sign, provided such conduits, wires or ducts do not unreasonably interfere with the use of said Entire Premises.

The maintenance of such pylon or other sign shall be at the Tenant's sole cost and expense and during the continuance of said easement, the Tenant shall indemnify and save harmless the Landlord from and against any and all claims and demands for injuries to persons or loss of life or damage to property resulting from the Tenant's use of said sign and said utilities services. Should Tenant elect to have such sign erected concurrently with erection of the building on the demised premises, required permits shall be secured and utilities, foundations and structural supports for said sign shall be installed by Landlord at Landlord's cost and expense in accordance with plans and specifications prepared by the Landlord and bearing the written approval of the Tenant's aforesaid Superintendent of Construction.