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LOVE, THORNTON, ARNOLD & THOMASON

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

LEASE

This Lease agreement made and entered into this \_\_\_\_\_ day of November, 1969, by and between the City of Greenville, South Carolina, hereinafter referred to as Lessor and Belk-Simpson Company, a corporation, W. H. B. Simpson and John A. Ellison, hereinafter referred to as Lessees,

1. The Lessor does hereby lease and demise to the Lessees for a period commencing the day and year first written and terminating August 8, 1978, the following described rights, privileges and benefits:

The right and privilege to use the air space or air rights to a certain area situate over the sidewalk along the south side of West McBee Avenue in the City. The area measures 118.5 feet in length commencing at the northeastern corner of the intersection of South Laurens Street and West McBee Avenue and extending a distance of 118.5 feet in an easterly direction, and the area being six (6) feet in depth or extending over the sidewalk over West McBee Avenue for a distance of six (6) feet. The rights and privileges herein granted shall commence at a distance of 12 feet above the present grade level of the sidewalk along West McBee Avenue immediately under the area covered by this lease. The leased area contains 711 square feet and is to extend upward vertically over the 711 square feet for a maximum distance of 52 feet. No part of any structure to be erected within the area leased shall at any point be less than 12 feet from the present grade of the sidewalk.

2. The rights or privileges commonly referred to as "air rights" are to be used by the Lessees for the erection of an addition to the present parking building now located at the southeastern corner of South Laurens Street and West McBee Avenue and to be used for no other purposes except for the parking of motor vehicles and is not to be used for the storage or display of any merchandize of the Belk-Simpson Company or any other business establishment.

3. The Lessees shall pay as rental for the rights herein leased an annual rental of \$256.00 payable annually in

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