

No part of any structure to be erected within the area leased shall at any point be less than 16 feet above the reconstructed grade level of Goldsmith Street, as shown on the attached referred to plans, and it is agreed and understood that the Lessee shall have the right to reconstruct Goldsmith Street from a point Northeasterly of the intersection of Goldsmith and Henry Streets to the intersection of Goldsmith Street and McKey Street, as shown on such referred to plans.

2. The rights or privileges commonly referred to as "air rights" are to be used by the Lessee for the erection and construction of a bridge across Goldsmith Street for an enclosed passageway or walkway from a building on one side of the street to a building on the other side of the street for the purpose of transporting goods, materials and personnel from one building to the other and to be used for that purpose and no other purpose.

3. The Lessee shall pay a rental for the rights herein listed an annual rental of Two Hundred Dollars (\$200.00), payable annually in advance. The Lessee shall not be deemed to be in arrears with its payment provided the same is made within thirty (30) days of the annual due date. It is understood and agreed that the annual due date will commence on the tenth day of the month following the execution of this Agreement by and between the parties and falling on the same date of each year until this Lease should be terminated by operation of law or otherwise.

4. It is understood and agreed that this Lease may not be assigned by the Lessee except by the written consent of the Lessor. The Lessor agrees not to arbitrarily withhold consent to any assignment if the Lessee should assign its leases on the buildings on each side of Goldsmith Street and on each side of the bridge passageway.

5. The Lessor gives to the Lessee the right to renew this Lease for an additional two (2) periods of ten (10) years each provided that the Lessee should give the Lessor written notice thereof not less than ninety (90) days prior to the termination of this Lease or any renewal thereof, such renewals to be at the same rental price as set forth herein and payable in the same manner.

6. The Lessee is to pay all taxes which may be levied against any structure erected over the leased area.

(Continued on Next Page)