

TO HAVE AND TO HOLD all and singular the right to the City of Greenville, South Carolina, its successors and assigns, subject to the following covenants and conditions:

1. The City of Greenville, South Carolina shall, at its sole expense, replace any landscaping damaged or destroyed as a result of the aforesaid grant, construct guttering into the Property, and restore the driveway cutting across the Property to the same appearance as exists on the date hereof, all subject to the approval of the Partnership and its tenant, Rhodes, Inc. (the "Tenant").

2. If the existing pylon sign on the Property must be moved by the Tenant as a result of the aforesaid grant to comply with applicable zoning requirements or building restriction lines, the City shall reimburse the Tenant for the cost of moving the same.

3. The City shall, at its sole expense, maintain the Property and keep it in good repair and use it for its intended purposes. In the event that the City abandons the Property, or fails to use or maintain the same for the purposes intended for a period of one (1) year, the right-of-way and easement herein granted and all rights, privileges, appurtenances, and advantages thereto belonging or appertaining shall cease and determine, and said right-of-way and easement shall revert automatically to the Partnership, its successors and assigns.

4. The City joins herein as evidence of its acceptance and agreement to the covenants and conditions set forth herein to be observed and performed on its part and does hereby agree to such covenants and conditions.

The Partnership hereby binds itself, its successors and assigns, to warrant and forever defend all and singular the Property unto the City herein.

(CONTINUED ON NEXT PAGE)