

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as "LEASE") made and entered into this 28 day of April, 1978, by and between J. C. SHACKELFORD and EDMUND L. POTTER (hereinafter referred to as "LANDLORDS"), and GREENVILLE ATHLETIC CLUB, INC., A SOUTH CAROLINA CORPORATION (hereinafter referred to as the "TENANT"),

W I T N E S S E T H:

1. Terms and Premises: The Landlords hereby lease to the Tenant and the Tenant hires from the Landlords, for a term of thirty (30) years commencing as of the date hereof and ending on the 28 day of April, 2008, the following described parcel of real estate, subject to the provisions contained in the Lease:

The description of this land is shown on survey prepared April 21, 1978 which is attached to the Lease and is incorporated as part of this Lease as though stated fully herein.

2. Rent: The Tenant shall pay a yearly rental of Four Thousand and Eight Hundred and No/100 (\$4,800.00) Dollars, which shall be paid in monthly installments of Four Hundred and No/100 (\$400.00) Dollars per month and paid in advance prior to the tenth (10th) day of each month. It is the purpose and intent of the Landlords and Tenant that the Tenant shall pay the net amount of the rental, and that the Landlords shall not incur or become liable for any cost, expenses, or obligations of any kind and nature whatsoever relating to the premises during the term of this Lease, except as otherwise provided in this Lease. The rent shall be paid to the Landlords without notice or demand, except as herein provided, without abatement, offset, or deduction.

Rent is to begin on the first (1st) day of the month following the commencement of construction on the adjacent parcel of land used by the Tenant, but in no event shall this be later than one hundred and twenty (120) days from the signing of this Lease.

The monthly rental is to be adjusted, upward only, every five (5) years in proportion to the United States Department of Labor's cost of living index.

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