

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

THIS LEASE, Made and entered into by and between RUSH REALTY COMPANY, a corporation organized under the laws of the State of South Carolina, with its principal place of business in Greenville, South Carolina, hereinafter referred to as the "Lessor", and DUKE POWER COMPANY, a corporation organized under the laws of the State of New Jersey, hereinafter referred to as the "Lessee", WITNESSETH:

That the Lessor does hereby lease unto the Lessee the lots of land hereinafter described together with the building and fixtures thereon for the term of five years, commencing on the 1st day of September, 1944, and ending on the last day of August, 1949, at a rental of Six Hundred twenty-six dollars per month, payable on the last day of each and every month.

The premises covered by this lease are described as follows:

(1) That certain lot of land situate on the east side of North Main Street in the City of Greenville, County and State aforesaid, now or formerly known as No. 212-214 North Main Street, and which has the following lines:

Commencing at a point on Main Street, a corner of Mrs. E. J. Finlay's lot, and running thence with said street in a northerly direction 42 feet, 3 inches, more or less, to the lot now or formerly owned by C. O. Milford; thence in an easterly direction with the Milford line, 224 feet, more or less, to Brown Street; thence in a southerly direction 42½ feet, more or less, to the southeast corner of a lot formerly owned by C. F. Dill; thence in an easterly direction along the line of the property formerly owned by J. B. Bruce and the lot of Mrs. E. J. Finlay, 224 feet, more or less, to the beginning corner, being the property now occupied by the Lessee.

(2) That certain lot of land situate on the east side of North Brown Street in the City and County of Greenville, South Carolina, fronting on said Brown Street, 46.8 feet, more or less, and running back from said street in an easterly direction 142.4 feet, its southern line, to the Hodges property, and with that property line in a northeasterly direction 43.3 feet; thence 142.5 feet to Brown Street, the point of beginning, and being more fully and particularly described in deed recorded in deed book 208, page 202, and being the property now occupied by the Lessee.

It is agreed that the Lessee may remove any or all partitions on the third floor of the building on Main Street provided such removal does not structurally affect said building.

At the termination of this lease all plumbing and heating fixtures and wiring in the building on the Main Street lot, except those hereinafter set out, shall be the property of the Lessor; and at the termination of the lease the Lessee shall have the right to remove from the premises, at its cost, the following fixtures, which are its property, to-wit: Shelving, counters and display cases on all floors, rubber matting floor covering, electric fixtures, all ventilating fans, refrigerating equipment motors and accessories, water coolers, vault door (if installed), electric elevator including motor platform and cable, sinks in service departments, refrigerant charging board in service department, relay on flat rate circuit, sinks, dishwashers and other kitchen fixtures that may be installed on third floor, glass and wire partitions in basement, gas unit heaters and piping, work benches and shelving in service department shops, venetian blinds, awnings, counters on first floor, and extra wiring installed in service department shops; however, it is understood and agreed that if the removal by the Lessee of the fixtures above listed shall damage or mar the building from which said fixtures are removed, that the Lessee herein will repair the portion or portions of said building so damaged or mared and leave said building in a reasonably good condition and should the removal of any of said fixtures impair the original heating system in said building that the Lessee will replace or repair said heating system in order to leave the same intact.

The Lessor is to pay all taxes and assessments of any kind whatsoever which may be levied against said premises hereby leased during the term of this lease.

The Lessor shall maintain the roof and gutter upon the building on the Main Street lot in reasonably good condition but shall not be liable for any damage occasioned to the Lessee by reason of leakage unless and until said Lessee shall first have given to the Lessor notice of the defective condition of said roof or guttering and the Lessor allowed a reasonable time thereafter in which to make said repairs. In the event said roof or guttering becomes in need of repair and Lessee gives notice to the Lessor of the need of such repair, and Lessor shall fail within a reasonable time thereafter to make said repairs, the Lessee shall have the right to make said repairs and deduct the cost thereof from rents accruing thereafter.