

STATE OF SOUTH CAROLINA )  
 COUNTY OF GREENVILLE )

This Agreement made and entered into as of the 9th. day of December, 1937, by and between A. E. MORRIS and H. B. McCOY of Greenville, South Carolina, parties of the First Part, and are hereinafter called the "LANDLORDS" and WESTINGHOUSE ELECTRIC SUPPLY COMPANY, a Corporation doing business under the laws of the State of Delaware, and qualified to do business in the State of South Carolina, whose principal address is, 150 Varick Street, New York, N. Y. hereinafter called the "TENANT", WITNESSETH:

That for and in consideration of the mutual promises and agreements hereinafter contained, it is agreed as follows:

1- That the Landlords do hereby demise and lease unto the Tenant, and the Tenant does hereby take and lease from the Landlords, all of that certain lot of land situate on the west side of Pendleton Street, Greenville, South Carolina, immediately south and adjacent to property belonging to the Southern Railway Company, known as # 226 Pendleton Street, said lot having a frontage of sixty-three (63) feet on Pendleton Street and a depth of one hundred ninety-one (191.0) feet along parallel lines; together with the brick building which is to be constructed by the landlords on this lot in exact accordance with the plans and specifications which are attached to and made a part of this lease. The Landlords and the Tenant have signified their approval of these plans and specifications by placing their signatures upon same.

The term of this lease shall be ten (10) years, commencing on the 1st. of March 1938, or on any date prior or subsequent to March 1, 1938 that the building has been completed, it being understood that the building must be completed by the Landlords before April 1, 1938.

2- The rental to be paid by the Tenant for the demised premises is a total of Thirty thousand (\$30,000) dollars, to be paid Two hundred fifty (\$250) dollars on the first day of each and every successive month, monthly in advance.

3- The Tenant is leasing this property for the purpose of operating an electrical supply business.

4- The Tenant further agrees that it will not, without prior written consent of the Landlords, sell, assign, mortgage, pledge or otherwise dispose of this lease or sublet the premises as a whole or part, or make any alterations therein, or use or occupy the premises for any other purpose than operating the electrical supply business; provided, however, that such consent of the Landlord shall not be unreasonably or arbitrarily withheld. In the event a sub-lease is made and approved by the Landlords, it is agreed that the Tenant shall not be released from the obligations contained in this lease.

5- It is agreed that in the event the said building herein demised is damaged by fire or other casualty, the building shall be repaired or restored to its former conditions as speedily as possible at the expense of the Landlords, and that the rent shall be abated for the period that the building is under repair.

6- It is further understood and agreed that the Tenant may attach its usual signs on or about the demised premises, provided such signs and other attachments shall comply with all requirements of law or local ordinances. The Tenant agrees to protect and save harmless and Landlords against any liability for damage to persons or property caused by or growing out of the installation and operation of said signs, and the tenant agrees to carry adequate public and employers liability insurance to constitute reasonable and proper protection to protect the Landlords.

7- In the event the Tenant, its successors or assigns, shall be adjudicated bankrupt, insolvent according to law or assignment of its property shall be made for the benefit of creditors, or if its stock of goods, wares and merchandise be taken under attachment, execution or other process, and said attachment, execution or other process be not vacated or said property released within thirty (30) days, then in any or all of said events, this agreement of lease shall henceforth terminate at the option of the Landlords. In the event the Tenant, its successors or assigns shall fail or neglect to perform any of the covenants and agreements herein contained to be observed and performed by said Tenant and is notified of said failure or neglect in writing by the Landlords through registered mail, addressed to Tenant at 150 Varick Street, New York, N. Y., and shall not have taken measures to correct said failure or default within said thirty (30) days, then the Landlords, their legal representative, successors or assigns, may thereupon terminate this lease without further notice and may lawfully thereupon enter into and upon the premises or any part thereof, in the name of the whole, and repossess the same and expel the Tenant and those claiming under the Tenant, and remove their effects by force, if necessary, without being deemed guilty of any manner of trespass and without prejudice to any other claims or remedies it may have or use for arrears of rent or breach of covenant.

Notice to quit possession and every other formality and hereby expressly waived in case of default of payment of rent. And the said Tenant for itself, and all claiming under it, waives the right to retain said premises herein demised after a warrant to dispossess or after any re-entry by the Landlords by process of Law or otherwise as herein provided.

8- The Tenant shall pay all bills and expenses for and in connection with the use of water, light, heat, etc.

9- The Tenant agrees that it will keep said premises in good state of repair (except that the Landlords shall be required to keep the roof, outer walls of the building, downspouts and approaches in a good and habitable condition of repair), and at the Tenant's own cost and expense, and agrees that at the expiration or termination of this lease, it will quit and deliver up the said demised premises in as good condition of repair as they were at the beginning of this lease, natural wear and tear excepted.

10- Paragraph Number 10-blocked out.