TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA )  $\underline{L} \ \underline{E} \ \underline{A} \ \underline{S} \ \underline{E}$ .

THIS LEASE AND AGREEMENT made and entered into this 14th day of July, 1947, by and between W. N. WATSON, JR., as Trustee under the Will of W. N. Watson, Deceased, hereinafter referred to as Lessor, and MONROE CALCULATING MACHINE COMPANY, INC., a corporation created and existing under and by virtue of the laws of the State of New York, and having an office in the City of Greenville, S. C., hereinafter referred to as the Lessee,

## WITNESSETH:

That for and in consideration of the sum of ONE DOLLAR to each party in hand paid by the other (the receipt whereof is hereby acknowledged), and of the mutual covenants herein contained, the parties hereto hereby agree as follows:

- (1) The Lessor does hereby lease and demise unto the Lessee the space on the ground floor of a certain building located at 19 E. Coffee Street, in the City of Greenville, S. C., with a frontage on East Coffee Street of 20 feet, more or less, and with a depth of 75 feet, more or less, constituting approximately 1500 square feet.
- (2) The term of the lease shall be five years, commencing on the 1st day of July, 1947, and ending on the 30th day of June, 1952.
- (3) The Lessee agrees to pay as rent during said term the sum of Twelve Thousand (\$12,000.00) Dollars, payable in monthly installments of Two Hundred (\$200.00) Dollars per month in advance on or before the first day of each and every month during the life of this lease.
- (4) As a condition precedent to this lease and to occupancy by the Lessee, the Lesser agrees:
  - (a) To repaint the walls two colors of green and the ceiling white at his own expense.
  - (b) To rework the floor and to install thereon some type of asphalt tile covering at his own expense.
  - (c) To construct at his own expense an office within said ground floor location measuring 14 ft. x 14 ft. at a point approximately 30 feet from the front entrance.
  - (d) To install in said location at his own expense six flourescent light fixtures of a 4 tube, 40 watt type.
  - (e) To install at his own expense heat registers to be connected with oil furnace located in the basement of 21 E. Coffee Street, Greenville, S. C., it being expressly understood and agreed however, that the Lessee is to be responsible for one-half of the cost of the oil for the operation of said heat registers, it having been agreed with Community Finance Corporation that it will be responsible for the other one-half of the cost of such oil.
  - (f) To clean up and repaint the front of the building at his own expense, but in the event a new front is installed the Lessor agrees to have the necessary work done and the cost therefor to be equally divided between the Lessor and the Lessee, with the express under standing, however, that in no event will the Lessee be called on to assume a cost for modernizing said front in excess of Two Hundred Fifty (\$250.00) Dollars, even though one-half of the total cost of such remodeling should run in excess of that amount.
- (5) Separate light and water meters are to be installed and it is understood and agreed that the Lessee will be responsible for lights and water consumed in said location.
- (6) Alterations and improvements to the premises during the term of this lease other than those specified in paragraph (4) above are to be made at the expense of the Lessor and only upon written permission of the Lessor. The Lessor agrees to maintain the outside of the premises in good repair unless such becomes necessary due to the negligence of the Lessee, in which event the Lessee shall be responsible for such repairs which become necessary.
- (7) In the event the premises or any substantial part thereof should be destroyed or so damaged by fire or other casualty as to be unfit for occupancy or use, the rent or a fair and just proportion thereof, according to the nature and extent of the damage, shall be abated until the premises are restored and again made fit for occupancy and use. Should the premises be so destroyed by fire or other casualty as to be rendered unfit for occupation or use, this lease shall terminate at the option of either party upon notice of termination being given in writing to the other party.
- (8) This lease shall not be assigned nor the premises or any part thereof sublet without the consent in writing of the Lessor.
- (9) The Lessor covenants and agrees that the Lessee, upon paying the rent herein specified, and upon performance of the covenants and agreements herein contained, shall peaceably and quietly hold and enjoy the demised premises for the specific term. At the end of the term the premises shall be delivered to the Lessor in as good condition as they now are, reasonable wear and tear or casualty not the fault of the tenant alone excepted.
- (10) In the event the Lessee should become bankrupt of placed in the hands of a receiver, or make an assignment for the benefit of creditors, then and in such event this lease shall be immediately terminated at the option of the Lessor.