

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S. C.  
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DONALD W. HENNERLEY  
C.M.C.

This lease is made this 19<sup>th</sup> day of November, 1982, between James J. Andrews and F. Michael Pearson, 117 South Main Street, Greer, South Carolina, herein referred to as lessor, and Duke Power Company, a corporation organized and existing under the laws of the State of North Carolina and having as its principal place of business at Charlotte, North Carolina, herein referred to as lessee;

RECITALS

Lessor desires to lease the premises for the purpose of operating a general business office.

SECTION ONE

SUBJECT AND PURPOSE

Lessor leases the building and land located in the County of Greenville, State of South Carolina, and more particularly described as follows: 115 School Street, Greer, South Carolina, to lessee for use as a business office and for such uses as generally conform to lessee's current use of premises.

SECTION TWO

TERM AND RENT

Lessor demises the above premises for a term of years commencing October 1, 1982 and terminating December 31, 1987, or sooner as provided herein. The monthly rental shall be five hundred and fifty (\$550.00) dollars payable in equal installments in advance on the first day of each month for the month's rental until December 31, 1985 and at the rate of six hundred (\$600.00) dollars per month thereafter until December 31, 1987.\*

SECTION THREE

ADDITIONAL RENT

All taxes, charges, costs, and expenses that lessee assumes or agrees to pay hereunder, together with all interest and penalties that may accrue thereon in the event of the failure of lessee to pay those terms, and all other damages, costs, expenses, and sums that lessor may suffer or incur, or that may become due, by reason of any default of lessee or failure by lessee to comply with the terms and conditions of this lease shall be deemed to be additional rent, and in the event of nonpayment, lessor shall have all the rights and remedies as herein provided for failure to pay rent.

\*It is agreed that this lease shall replace, terminate and cancel the prior lease agreement between the parties hereto dated April 30, 1981, and recorded in Book 1150 at page 181, R.M.C. Office for Greenville County.

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Jms 11-5-82  
(Page 1 of 9)

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