

FILED  
GREENVILLE, CO. S. C.  
JAN 9 1 49 PM '74  
DONNIE S. TANKERSLEY  
R.H.C.

LEASE

This Lease, made the Second day of October 1973, between

EWING-HUNGIVILLE, A GENERAL PARTNERSHIP

of the City of Columbia  
in the County of Richland and State of South Carolina, hereinafter called the  
"Landlord" and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a corporation  
organized under the laws of the State of New Jersey, and having its principal office in the City of  
Newark, County of Essex and State of New Jersey, hereinafter called the "Tenant";

WITNESSETH:

Premises

The Landlord does hereby demise and let to the Tenant, and the Tenant does hereby take and hire from the Landlord, that certain space hereinafter called the "Premises" and more particularly described as follows: ~~Room 211~~ Suite 211

comprising approximately 2329 square feet on the 2nd floor of the Piedmont Center Office Building, hereinafter called the "Building," located at 33 Villa Road in the City of Greenville and the State of

Term

South Carolina, for a term of three (3) years, commencing on the first day of January 1974 and ending on the thirty-first day of December 1976 unless sooner terminated as provided herein.

IN CONSIDERATION WHEREOF, THE PARTIES DO HEREBY COVENANT AND AGREE AS FOLLOWS:

Rent

1. The Tenant shall pay to the Landlord as rent for the Premises the sum of Eleven Thousand Eight Hundred Seventy-Seven and 96/100-----Dollars (\$11,877.96-----) per annum, in equal monthly installments of Nine Hundred Eighty-Nine and 83/100-----Dollars (\$989.83-----) in advance on the first day of each month during the term.

Landlord's  
Warranty—  
Use of  
Premises

2. The Landlord warrants and represents that neither the present use of the Building, nor the use of the Premises as a business office is in violation of any law, order, ordinance, requirement or regulation of any governmental authority; and it covenants that it shall maintain the Premises in connection with any duties imposed upon it under the terms of this Lease and under any other agreement, in such a manner so as to comply with all present and future laws, orders, ordinances, requirements and regulations of all governmental authorities affecting the Premises.

Tenant's Use

3. The Tenant shall use and occupy the Premises as a business office.

Subletting and  
Assignment

4. The Tenant shall not sublet the Premises or any part thereof, nor assign this Lease, without the prior written consent of the Landlord, which consent shall not unreasonably be withheld by the Landlord. or arbitrarily

End of Term

5. The Tenant shall, at the expiration of the term, or any renewal or extension thereof, surrender the Premises in as good condition as the same are at the time possession thereof is delivered to the Tenant, except for ordinary wear and tear and damage by the elements, by fire, smoke or explosion (regardless of how or by whom any such damage may be caused) or by any unavoidable or unforeseen cause.

Services

6. As part of the consideration for the payment of the rent above specified, the Landlord, at its own cost and expense, shall furnish, supply and properly maintain for the Tenant, the following services, utilities and equipment:

- a. Heat
- b. Soap
- c. Towels
- d. Toilet Tissue
- e. Elevator Service
- f. Window Cleaning
- g. Venetian Blinds
- h. Proper care of lawn and shrubs, if any.
- i. Paved parking facilities ~~XXX~~ \* ~~XXX~~ which area shall be a part of the Premises.
- j. Hot and cold water for lavatory and drinking purposes.
- k. Electricity for lighting, air conditioning and other office uses.
- l. Light bulbs and/or fluorescent tubes and starters.
- m. Adequate and clean lavatories and toilets.
- n. Air conditioning system including operation and maintenance thereof.
- o. All utilities, including fuel, electricity and water, necessary to operate the heating, hot water, lighting, plumbing and air conditioning systems.
- p. Janitorial service for the Premises, including the halls and stairways giving access thereto.
- q. Carpet and wall coverings as specified on Schedule A.

\*In common with other Tenants.

The janitorial service for the Premises shall be in accordance with the following schedule:

- Daily: Dusting of all furniture, counters, cabinets and window sills. Sweeping of all floors. Emptying of all waste baskets and ash trays. Disposal of all rubbish. Cleaning and washing of all rest rooms and plumbing fixtures.
- \*\*Twice-Weekly-  
vacuuming of all  
carpet.
- \*\*Weekly: Mopping of all floors and dusting of all venetian blinds.
- Bi-Monthly: Waxing of all floors and washing of all windows.
- Semi-Annually: Washing of all venetian blinds and light fixtures.

In the event of the failure by the Landlord to furnish, supply or properly maintain any of the services, utilities and equipment set forth in this Article, the Tenant is hereby authorized to procure the same, and the cost thereof shall be paid to the Tenant by the Landlord upon demand or, at the option of the Tenant, may be deducted from subsequent rent payments.