

APRIL 1, 1977

lease) to become due under this lease, and in default of payment may take possession of and sell such property as may be sufficient to pay the delinquent rent or indebtedness; and that reasonable attorneys' fees and all other costs and expenses incurred in the collection of this delinquent indebtedness shall be added to the amount due thereon and be collectible as a part thereof.

4. That as of the commencement date of this lease, an inventory and condition report of all installed property and improvements of Building #105 included in this lease shall be made by a representative of the Donaldson Development Commission and a representative of the Lessee, to reflect the condition of said property as of the commencement of this lease. A copy of said inventory and condition report shall be attached hereto and made a part hereof as fully as if originally incorporated herein.

5. That the Lessee agrees to use the property for general Architect-Engineer offices, storage and related office operations, which includes storage of items, materials, equipment, and supplies which are lawfully manufactured, transported, sold, and distributed within the applicable legal limits of the South Carolina State and United States Codes; and the Lessee agrees that the use of the herein described property will be made subject to conformance to all County and State sanitation, health, safety and pollution regulations.

6. That the Lessor hereby grants exclusive possession of the buildings with all contents therein. However, right is reserved for inspection of the occupancy with regard to the installed properties, water, sewer, and electrical facilities which are a part of the building, at any time during working hours that the Lessor desires.

7. That the sewer services will be furnished to the Lessee at the current prevailing rates of similar activities in this area. This will be established by meter, or on a fixed monthly rate which will be made to the Lessee at the end of each month of usage, and payments will be made to the Donaldson Development Commission. Initially, in the absence of a meter installation and until or unless such meter installation is provided, a minimum flat rate of Fifteen (\$15.00) Dollars per month is established for this sewer service. As long as the flat rate is in effect, Lessor may review sewer service requirements of Lessee at the end of every three-months period following the date of the Lessee, for the purpose of negotiating an adjustment in said flat rate, if increased sewer service requirements of Lessee warrant it.

8. That all electric power consumed by the Lessee will be made by his arrangements with the owner of the electric distribution line, the Duke Power Company, and the Lessor has assumed no responsibility for the supply of electric power. The Lessee shall pay all charges made against the leased premises for water, gas, heat, telephone, trash removal, and other utilities and services, as the same shall become due.

9. That the Lessee agrees to perform all maintenance on the buildings, premises and grounds for his satisfactory occupancy, use and operation, and to perform all repairs and alterations required for his usage of the building; and the Lessor agrees to perform any structural type maintenance, except on installed systems and properties such as heating and air conditioning systems, which is considered mutually beneficial to the party of the first part and the party of the second part. However, emergency maintenance and assistance may be furnished by Lessor on these installed systems and properties.

10. The Lessee shall pay all personal property taxes assessed against its personal property, including its machinery, equipment, supplies, etc., located on the premises.

11. That the City and County of Greenville shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, or damages to the property of the Lessee, or for any injuries to the person of the Lessee (if an individual), or for damages to the property or injuries to the persons of the Lessee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, and the Lessee shall hold the County and City authorities harmless from any and all such claims.

12. Lessee shall be entitled to construct, install or erect improvements, restoration, and modification to the leased premises, providing such leasehold