

Any and all such monies so collected shall be deemed to be payment on account of the use and occupation of the demised premises or at the election of lessor, on account of the liability of lessee hereunder.

SECTION NINETEEN
TOTAL AGREEMENT: APPLICABLE TO SUCCESSORS

This lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors, and assigns of both parties.

SECTION TWENTY
APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

SECTION TWENTY-ONE
TIME OF THE ESSENCE

Time is of the essence in all provisions of this lease.

In witness whereof, the parties have executed this lease at Greer, South Carolina the day and year first above written.

Witnesses as to
Lessors

Hollie C. Andrews
Antonie Elmore

Lessors:

James J. Andrews
(James J. Andrews)
F. Michael Pearson
(F. Michael Pearson)

Witnesses are to
Lessee

Carolyn R. Duncan
Assistant Secretary

Lessee:
Duke Power Company

By: *Jan W. Pitt*
Vice President, General Services

B. G. Whitely, Jr. - witness
Doris B. ... - witness

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