

1173-55

Liens

31. The Lessee agrees that Lessee will pay all liens of contractors, subcontractors, mechanics, laborers, materialmen, and other like items and will indemnify Lessor against all legal costs and charges, bond premiums for release of liens, including legal counsel fees reasonably incurred in and about the defense of any suit in discharging the said premises or any part from any liens, judgments, or encumbrances caused by Lessee.

Quiet  
Enjoyment

32. Subject to the conditions of this lease, the Lessor agrees that the Lessee may peaceably have, hold and enjoy the premises, without hindrance by Lessor or Lessor's Agent.

Written  
Agreement

33. This lease contains the entire agreement between the parties. It may be modified only by an agreement in writing signed by Lessor and Lessee.

Captions

34. The marginal captions contained here are for convenience and reference only and are not a part of this lease or to be construed as in any manner limiting or amplifying the terms and provisions of this lease.

Lessor-Agent  
Conditions

35. Lessor agrees to pay to The Furman Co., Greenville, S. C., Agent, as compensation for its service rendered in procuring this lease 7 % of all rentals paid by Lessee under this lease. Lessor agrees that if this lease is extended, or if any new lease is entered into between Lessor and Lessee covering leased premises, or any part thereof, then in either of said events, Lessor in consideration of Agent's having procured Lessee, agrees to pay to Agent 7 % of all rentals paid to Lessor by Lessee under extension of new lease.

Agent agrees in the event Lessor sells leased premises that upon Lessor furnishing Agent with an agreement signed by purchaser, assuming Lessor's obligations to Agent under this lease, Agent will release original Lessor from any further obligations to Agent provided new Lessor has agreed to continue to pay Agent as set forth herein.

Lessee agrees that if this lease is assigned by him he will secure from Assignee an agreement in writing by Assignee recognizing obligation to Agent, and agreeing to pay rental to Agent herein named during period covered by lease, any extensions thereof and any new lease between Lessor and Lessee.

In the event that the Lessee or a purchaser in privity with the Lessee should during the term of this lease or tenancy, or within six months after its expiration date, purchase from the Lessor, the premises herein leased, the Lessor will at the time of consummating a sale pay to The Furman Co. a commission of 6 % of the selling price of the property.

Agent is named as a party to this contract solely for the purpose of enforcing its rights under this paragraph and it is understood by all parties that Agent is acting solely in the capacity as Agent for Lessor to whom Lessee must look in regard to all covenants, agreements and warranties contained in this lease and that Agent shall not be liable to Lessee in regard to any matter which may arise by virtue of this lease.

Documentary  
Stamps

36. The Lessee, upon signing this lease, agrees to make immediate payment for Documentary Stamps as required by Section 65-688.1 of South Carolina law (to include payment of any taxes which may be imposed in the future in lieu of the following) by paying the amount calculated as follows which shall be used to purchase Documentary Stamps which shall be affixed to the Lessor's original of this lease and designating cancellation of same by inserting across the face of the stamps the date that the stamps were affixed (or in any other manner the S. C. law may later require):

Total rental due in primary term	\$	<u>24,000</u>
Less allowed exclusion	-	<u>5,000.00</u>
Total taxable rent		<u>19,000</u>
Divided by 100		<u>190</u>
Multiplied by four (4) cents per one hundred (100) dollars	X	<u>.04</u>
Total amount now due	\$	<u>7.60</u>

The Lessee agrees to pay the above amount by separate check upon signing this lease.

It is agreed that if the Lessee fails to make payment of these taxes, when due, that the Lessor shall have the right to make such payment on behalf of the Lessee and such payment shall become additional rent due for the month in which such taxes are paid and shall be due and payable on the first day of the calendar month following the date of payment.

Heirs and  
Assigns

37. This lease shall bind and have affect to the benefit of the parties named and their respective heirs, executors, administrators, successors and assigns.

Options

38. Lessor grants to the lessee one (1) two (2) year option to renew this lease with 90 days prior written notice to the termination date as stated above. All terms and conditions during this option period shall remain the same with the exception of the rental rate which shall be negotiated prior to the commencement of the option period.

Additional  
Provisions

39. Lessor grants to the lessee the right to enter the premises prior to the commencement date for the purpose of making construction changes. Lessee agrees to accept all responsibility as stated above with respect to the premises.

The Lessor grants to lessee the first right of refusal with 48 hours notice to purchase the building at a price of \$212,800 gross. (All cash)

It is agreed that the lessee will pay one month's rent (\$1,000) as a security deposit to be refunded upon termination of this lease and suitable inspection of the premises by the leasing agent.

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