

STATE OF SOUTH CAROLINA)
)
COUNTY OF NEWBERRY)

ORDINANCE No. 07-20-2022

FILED
NEWBERRY COUNTY
2022 SEP 23 AM 11:17
ELIZABETH P FOLK
CLERK OF COURT

AN ORDINANCE FOR THE PURPOSE OF LEASING OUT CERTAIN COUNTY FAIRGROUNDS PROPERTY, AND MATTERS RELATED THERETO

WHEREAS, the Newberry County Council desires to lease to MM Technics LP, or its designee, certain Newberry County property to include an approximately 12,000 sq/ft portion of the Newberry County Fairgrounds Building, 2301 Adelaide Street, Newberry, South Carolina, and identified as Barn #1 on the attached Exhibit A for the purpose of warehouse space, on a limited basis; and

WHEREAS, in compliance with Section 4-9-130 of the Code of Laws of South Carolina 1976, as amended, a public hearing has been duly advertised and held; and

WHEREAS, the Newberry County Council finds it to be an appropriate use of the aforementioned facility in furtherance of the public purposes of the citizens of Newberry County; and

NOW, THEREFORE, BE IT ORDAINED, by the Newberry County Council that the form of the lease attached hereto as Exhibit B is hereby approved with such revisions as the County Administrator shall determine necessary and appropriate, his execution thereof constituting conclusive evidence of approval of all such revisions.

IT IS SO ORDAINED this 21st day of September, 2022, by the Newberry County Council in meeting duly assembled at Newberry, South Carolina.

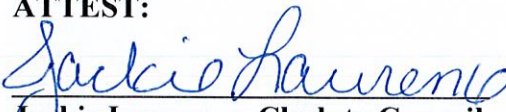
NEWBERRY COUNTY COUNCIL

(SEAL)

BY: 

Todd Johnson, Chairman

ATTEST:


Jackie Lawrence, Clerk to Council


Christopher Ingles, County Administrator

1st Reading: July 20, 2022
2nd Reading: August 17, 2022
Public Hearing: September 21, 2022
3rd Reading: September 21, 2022

STORAGE SPACE LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Lease**") is made and entered into on the ____ day of _____, 2022 (the "**Commencement Date**"), by and between Newberry County, South Carolina, whose address is 1309 College Street, Newberry, South Carolina 29108 (hereinafter referred to as "**Lessor**"), and MM Technics LP, whose address is 145 Mid-Carolina-Ct, 29127 Prosperity, South Carolina, United States (hereinafter referred to as "**Lessee**", and together with the Lessor, the "**Parties**").

1. Description of Leased Premises. The Lessor agrees to lease to the Lessee the following described 12,000 square feet (SF) of warehouse space located at 2301 Adelaide Street, Newberry, South Carolina, hereinafter known as the "**Premises**" as shown on Attachment A a portion of Barn #1 and a portion of Barn #2. The portion of Barn #2 will be made available ninety days after the portion of Barn #1 and the terms of the base rent provided in Section 4 below shall be adjusted on a pro rata basis.

2. Use of Leased Premises. The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for the following use and purpose: Storage of metal packaging.

3. Term. The term of this Lease shall be for a period of 18 months commencing at 12:01 a.m. on October 1, 2022, and expiring at Midnight on March 31, 2024 (the "**Initial Term**"). At the conclusion of the Initial Term this Lease will automatically renew on a month-to-month term, subject to termination by either Party upon 90-days' notice.

4. Base Rent. Lessee shall pay rent monthly to Lessor ("**Basic Rent**") in advance on or before the first day of each month during the Initial Term, or any additional term, with the first payment due upon the Commencement Date. The Basic Rent payment shall be \$4,500 monthly (\$54,000 annually) and shall continue until the expiration of the Initial Term and any additional term.

5. Improvements. By September 30, 2022, Lessor shall (i) remove all personal property from the Premises, and (ii) make all improvements set forth under the scope of work contained in Bid Number 2022-9 issued by the County on July 18, 2022, and any amendments thereto. Lessor shall not be responsible for any other improvements or alterations under this Lease. Lessee shall not have the right to make any alterations to the Premises absent written consent of the Lessor.

6. Repairs. Lessee shall take or cause to be taken good care of the Premises during the Term, it being understood that Lessor shall not be required to make any repairs to the Premises during the Term. At the end or other termination of this Lease, Lessee shall deliver to Lessor the Premises thereon broom clean and in good repair and condition, ordinary wear and tear, depreciation, obsolescence and casualty and condemnation loss being excepted.

7. Utilities and Operating Expenses. Lessee shall be responsible for and shall pay all charges incurred for the use of utility services at the Premises, including, without limitation,

electricity, water, sanitary sewer, gas, and telephone services. Lessee shall additionally be solely responsible for all costs and expenses incurred in the maintenance and operations of the Premises. Such costs and operation expenses are not part of this Lease and shall not be paid to Lessor; any costs and expenses incurred in the maintenance and operations of the Premises shall be tendered by Lessee directly to the third-party seeking payment.

8. Taxes and Licenses. Lessee agrees to pay all property taxes and obtain and pay all licenses in connection with the Premises. Lessor shall have no responsibility with regard to taxes or licenses.

9. Security Deposit. \$4,500 shall be due on the Commencement Date. Such amount shall be applied in the discretion of the Lessor to make any necessary repairs or cleaning and to pay any unpaid rent that would be the responsibility of the Lessee hereunder. The foregoing shall not reduce or limit any remedy or amount owing under this Lease from Lessee to Lessor. Any balance of the security deposit remaining at the termination of this Lease shall be returned to Lessee within 30 days of such termination.

10. Insurance. Lessee shall, at all times during the Term of this Lease, maintain with a reputable insurance carrier acceptable to Lessor, a policy or policies of insurance generally known as public liability or landlord and tenant policies insuring the Lessee against any and all claims and demands made by any person or persons for injuries received in connection with the operation, use, and maintenance of the Premises, and for any other risk insured against by such liability policies. Lessee shall maintain a Commercial General Liability Policy with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Lessor shall be named as an additional insured on such policy. Lessee must provide adequate proof of insurance to Lessor on the date of execution of this Lease. Failure to maintain proper insurance under this Section 10 shall be considered a breach of this Lease and shall result in the immediate termination of this Lease. Upon such termination, all payments received by Lessor shall be retained by Lessor as liquidated damages for such breach

(b) Lessee shall, at all times during the Term of this Lease, keep the Premises, together with all improvements, personal property, fixtures and equipment included therein, insured against loss by fire, flood, earthquake, and so-called extended coverage perils, in an amount of not less than the actual replacement cost thereof or the full insurable value thereof, whichever is greater.

11. Signs. The Lessee shall not install any advertisements or signs on any part of the Premises without the Lessor's written consent, which will not be unreasonably withheld.

12. Quiet Possession. Subject to Lessee's obligation to remit timely payment of all required rent, perform and comply with all covenants and provisions of this Agreement and further subject to all rights retained by the Lessor herein, the Lessee may quietly enjoy the Premises during the pendency of this Lease.

13. Lessor's Right of Entry. Lessor and its agents and representatives shall have the right to enter upon the Premises at all reasonable times to examine the condition and use thereof, provided that such right shall be exercised in such manner as not to interfere with Lessee in the conduct of its activities on the Premises.

14. Hold Harmless. Lessee hereby indemnifies Lessor and agrees to save and make Lessor harmless from and against all claims, actions, damages, liability and expenses, including reasonable attorney's fees, in connection with loss of life, personal injury and/or damage to property arising from or in any way relating to the occupancy or use by Lessee of the Premises or any part thereof of any other part of Lessor's property, including but not limited to any act or omission of Lessee, its officers, agents, contractors or employees, subtenants or any other users of the Premises; such indemnity and hold harmless shall further apply to any default, breach, violation or nonperformance of this Agreement by Lessee; any injury to person or property or loss of life sustained in or about the Premises, during the term of this Lease.

15. Notice. Notice is duly given hereunder: (a) if by transmission by hand delivery, when delivered; (b) if mailed via the official governmental mail system, three business days after the post mark, *provided* said notice is sent first class, postage pre-paid, via certified or registered mail, with a return receipt requested; (c) if mailed by an internationally recognized overnight express mail service such as Federal Express, UPS, DHL Worldwide or a similar organization, one business day after deposit therewith prepaid; or (d) by e-mail upon delivery with receipt confirmed. Notices shall be transmitted to the principal addresses of the Parties as follows:

Newberry County, South Carolina
1309 College Street
P.O. Box 156
Newberry, SC 29108
Attn: County Administrator
Email: cinglese@newberrycounty.net

MM Technics LP
[Street Address]
[City, SC Zip Code]
Attn: [●]
Email:

16. Damage. (a) If the Premises shall be so damaged by fire, other casualty, or act of the public enemy so as to be substantially destroyed and unusable, then this Lease shall terminate, and any unearned rent paid in advance by Lessee shall be proportionately apportioned and refunded to it.

(b) In case the Premises is not substantially destroyed, the Lessor may elect to restore the Premises, and, in such event, a portion of the rent payment shall abate in proportion to usable square footage. The Lessee agrees to give the Lessor immediate notice of any damage to the Premises. Failure to timely provide notice to Lessor shall result in a waiver of any abatement rights under Section 16(a).

17. Default. If the Lessee fails to perform or observe any of the covenants contained herein on its part to be observed and performed for 30 days after notice by Lessor, (a) the Lessor may forthwith terminate or cancel this Lease by notifying Lessee of such termination or cancellation, and upon such termination or cancellation the Lessee shall be liable to the Lessor for

all damages Lessor sustains by reason of Lessee's breach of covenant and of such termination or cancellation; or (b) the Lessor may forthwith re-enter the Premises without notice and upon re-entry may let the Premises or any part thereof as agent for Lessee and receive the rent therefore, applying the same first to the payment of such expense as the Lessor may be put to in entering and letting the premises and then to the payment of the rent and the fulfillment of the Lessee's covenants hereunder. A waiver by the Lessor of any breach or breaches by the Lessee of any one or more of the covenants or conditions hereof shall not bar forfeiture or any other rights or remedies of the Lessor for any subsequent breach of any such or other covenants and conditions.

18. Additional Rent. If the Lessor shall make any expenditure for which Lessee is ultimately responsible, in whole or in part, or if the Lessee shall fail to make any payment which Lessee is obliged to make hereunder, then the amount thereof may at Lessor's option be added to any installment of Basic Rent then due or thereafter becoming due and shall be paid immediately upon demand by Lessor.

19. Termination. As provided in Section 16 hereof, or if at any time proceedings in bankruptcy, or pursuant to any other act for the relief of debtors, shall be instituted by or against the Lessee, or if the Lessee shall compound Lessee's debts or assign over Lessee's estate or effects for payment thereof, or if any execution shall issue against the Lessee or any of Lessee's effects whatsoever, or if a receiver or trustee shall be appointed of the Lessee's property, or if this Lease shall, by operation of law, devolve upon or pass to any person or persons other than Lessee personally, then and in each of such cases, the Lessor may terminate this Lease forthwith by notifying Lessee as herein provided. Upon such termination all sums due and payable or to become due and payable by Lessee shall at once become due and payable. Further, any and all amounts previously paid by Lessee shall be deemed earned in full by Lessor, except as set forth in Section 16.

20. Choice of Law. This Agreement shall be governed in all respects by the laws of the State of South Carolina, except with respect to any provisions that would refer the governance of this Agreement to the laws of any other jurisdiction.

21. Condemnation. If the Premises or any part thereof are taken or condemned for a temporary or permanent public or quasi-public use, either Party may, at its option, terminate this Lease and in such event any unearned rent paid in advance shall be returned to the Lessee which shall be the extent of the Lessor's obligations in such event. Furthermore, should the activities taking place on the Premises during the term of this Lease cause the Premises to become or be declared a public nuisance, or should law enforcement or any public body with jurisdiction take any other action to cause the Premises to be declared unsuitable for the purpose of this Lease, then Lessor may immediately terminate this Lease with no further obligations to Lessor.

22. No Partnership or Joint Venture. Nothing contained herein shall have the effect of creating any relationship of principal and agent or of partnership or joint venture between the Parties, whose sole relationship is that of lessor and lessee.

23. Title. Title to the Premises shall at all times remain with the Lessor.

24. Assignment. This Lease shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and assigns and shall be governed by the laws of the State of South Carolina. Provided, however, that written consent shall be obtained by the Party seeking any assignment from the other party.

25. Facsimile and Other Electronic Means. The parties agree that this Lease may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party

26. Entire Agreement. The Parties agree that this Lease constitutes the entire agreement between the Parties related to the Premises and that no other agreements or representations other than those contained in this Lease have been made by the Parties. This Lease shall be amended only in writing, and effective when signed by the authorized agents of the Parties.

27. Counterparts. This Lease may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

28. Severability. In the event that any term or provision of this Lease is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Commencement Date.

WITNESS:

(witness signature)

WITNESS:

(witness signature)

**Newberry County, South Carolina,
as Lessor**

(signature for landlord)

(printed name and title of signatory)

**MM Technics LP,
as Lessee**

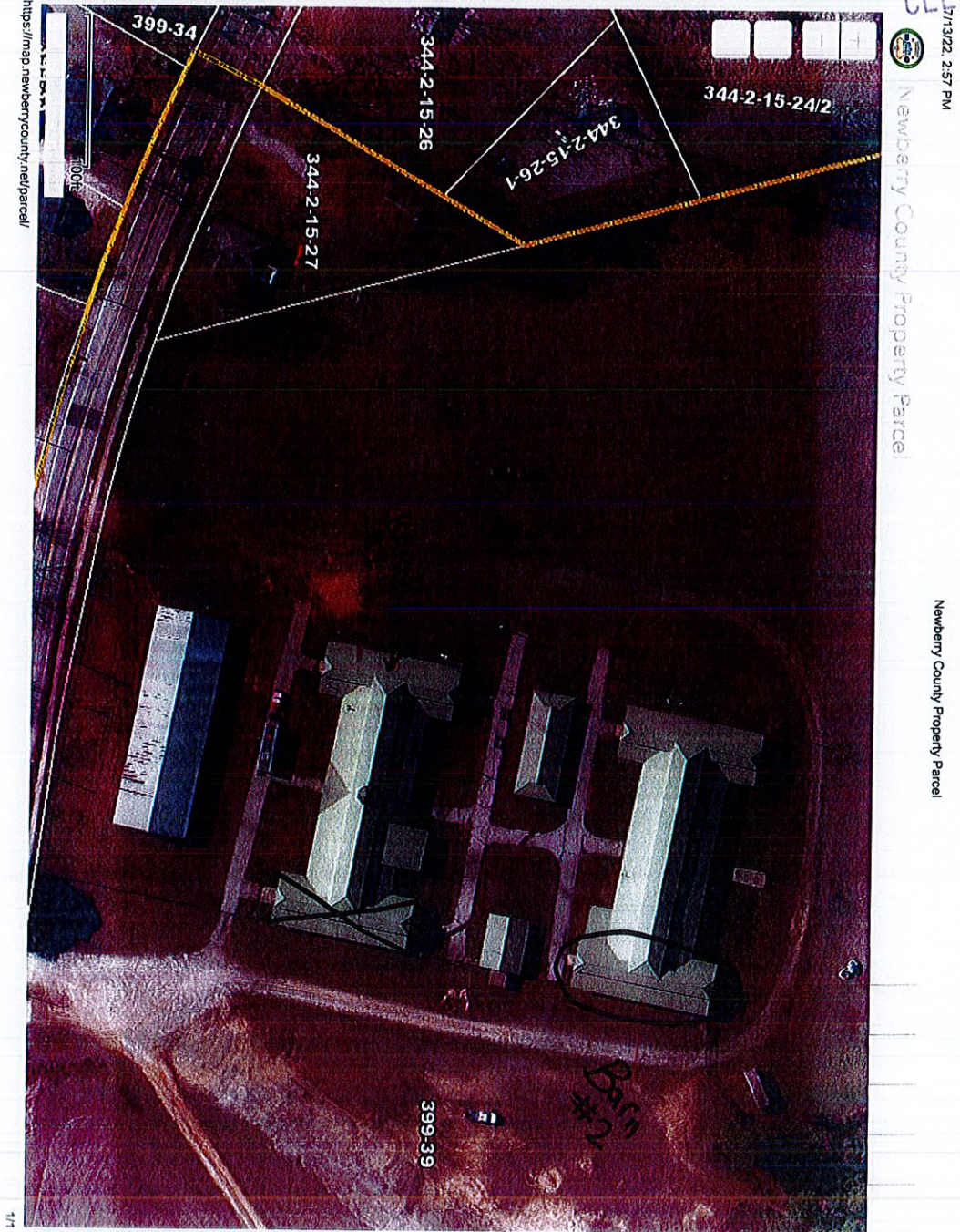
(signature for tenant)

(printed name and title of signatory)

Attachment A

Property

FILED
NEWBERRY COUNTY
2022 SEP 23 AM 11:17
ELIZABETH P FOLK
CLERK OF COURT



FILED
 NEWBERRY COUNTY
 2022 SEP 23 AM 11:17
 ELIZABETH P. FOLK
 CLERK OF COURTS



STORAGE SPACE LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Lease**") is made and entered into on the ___ day of 2022 (the "**Commencement Date**"), by and between Newberry County, South Carolina, whose address is 1309 College Street, Newberry, South Carolina 29108 (hereinafter referred to as "**Lessor**"), and MM Technics LP, whose address is 145 Mid-Carolina-Ct, 29127 Prosperity, South Carolina, United States (hereinafter referred to as "**Lessee**", and together with the Lessor, the "**Parties**").

1. Description of Leased Premises. The Lessor agrees to lease to the Lessee the following described 12,000 square feet (SF) of warehouse space located at 2301 Adelaide Street, Newberry, South Carolina, hereinafter known as the "**Premises**" as shown on Attachment A a portion of Barn #1 and a portion of Barn #2. The portion of Barn #2 will be made available ninety days after the portion of Barn #1 and the terms of the base rent provided in Section 4 below shall be adjusted on a pro rata basis.

2. Use of Leased Premises. The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for the following use and purpose: Storage of metal packaging.

3. Term. The term of this Lease shall be for a period of 18 months commencing at 12:01 a.m. on October 1, 2022, and expiring at Midnight on March 31, 2024 (the "**Initial Term**"). At the conclusion of the Initial Term this Lease will automatically renew on a month-to-month term, subject to termination by either Party upon 90-days notice.

4. Base Rent. Lessee shall pay rent monthly to Lessor ("**Basic Rent**") in advance on or before the first day of each month during the Initial Term, or any additional term, with the first payment due upon the Commencement Date. The Basic Rent payment shall be \$4,500 monthly (\$54,000 annually), and shall continue until the expiration of the Initial Term and any additional term.

5. Improvements. By September 30, 2022, Lessor shall (i) remove all personal property from the Premises, and (ii) make all improvements set forth under the scope of work contained in Bid Number 2022-9 issued by the County on July 18, 2022, and any amendments thereto. Lessor shall not be responsible for any other improvements or alterations under this Lease. Lessee shall not have the right to make any alterations to the Premises absent written consent of the Lessor.

6. Repairs. Lessee shall take or cause to be taken good care of the Premises during the Term, it being understood that Lessor shall not be required to make any repairs to the Premises during the Term. At the end or other termination of this Lease, Lessee shall deliver to Lessor the Premises thereon broom clean and in good repair and condition, ordinary wear and tear, depreciation, obsolescence and casualty and condemnation loss being excepted.

7. Utilities and Operating Expenses. Lessee shall be responsible for and shall pay all charges incurred for the use of utility services at the Premises, including, without limitation,

electricity, water, sanitary sewer, gas, and telephone services. Lessee shall additionally be solely responsible for all costs and expenses incurred in the maintenance and operations of the Premises. Such costs and operation expenses are not part of this Lease and shall not be paid to Lessor; any costs and expenses incurred in the maintenance and operations of the Premises shall be tendered by Lessee directly to the third-party seeking payment.

8. Taxes and Licenses. Lessee agrees to pay all property taxes and obtain and pay all licenses in connection with the Premises. Lessor shall have no responsibility with regard to taxes or licenses.

9. Security Deposit. \$4,500 shall be due on the Commencement Date. Such amount shall be applied in the discretion of the Lessor to make any necessary repairs or cleaning and to pay any unpaid rent that would be the responsibility of the Lessee hereunder. The foregoing shall not reduce or limit any remedy or amount owing under this Lease from Lessee to Lessor. Any balance of the security deposit remaining at the termination of this Lease shall be returned to Lessee within 30 days of such termination.

10. Insurance. Lessee shall, at all times during the Term of this Lease, maintain with a reputable insurance carrier acceptable to Lessor, a policy or policies of insurance generally known as public liability or landlord and tenant policies insuring the Lessee against any and all claims and demands made by any person or persons for injuries received in connection with the operation, use, and maintenance of the Premises, and for any other risk insured against by such liability policies. Lessee shall maintain a Commercial General Liability Policy with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Lessor shall be named as an additional insured on such policy. Lessee must provide adequate proof of insurance to Lessor on the date of execution of this Lease. Failure to maintain proper insurance under this Section 10 shall be considered a breach of this Lease and shall result in the immediate termination of this Lease. Upon such termination, all payments received by Lessor shall be retained by Lessor as liquidated damages for such breach.

(b) Lessee shall, at all times during the Term of this Lease, keep the Premises, together with all improvements, personal property, fixtures and equipment included therein, insured against loss by fire, flood, earthquake, and so-called extended coverage perils, in an amount of not less than the actual replacement cost thereof or the full insurable value thereof, whichever is greater.

11. Signs. The Lessee shall not install any advertisements or signs on any part of the Premises without the Lessor's written consent, which will not be unreasonably withheld.

12. Quiet Possession. Subject to Lessee's obligation to remit timely payment of all required rent, perform and comply with all covenants and provisions of this Agreement and further subject to the all rights retained by the Lessor herein, the Lessee may quietly enjoy the Premises during the pendency of this Lease.

13. Lessor's Right of Entry. Lessor and its agents and representatives shall have the right to enter upon the Premises at all reasonable times to examine the condition and use thereof,

provided that such right shall be exercised in such manner as not to interfere with Lessee in the conduct of its activities on the Premises.

14. Hold Harmless. Lessee hereby indemnifies Lessor and agrees to save and make Lessor harmless from and against all claims, actions, damages, liability and expenses, including reasonable attorney's fees, in connection with loss of life, personal injury and/or damage to property arising from or in any way relating to the occupancy or use by Lessee of the Premises or any part thereof of any other part of Lessor's property, including but not limited to any act or omission of Lessee, its officers, agents, contractors or employees, subtenants or any other users of the Premises; such indemnity and hold harmless shall further apply to any default, breach, violation or nonperformance of this Agreement by Lessee; any injury to person or property or loss of life sustained in or about the Premises, during the term of this Lease.

15. Notice. Notice is duly given hereunder: (a) if by transmission by hand delivery, when delivered; (b) if mailed via the official governmental mail system, three business days after the post mark, *provided* said notice is sent first class, postage pre-paid, via certified or registered mail, with a return receipt requested; (c) if mailed by an internationally recognized overnight express mail service such as Federal Express, UPS, DHL Worldwide or a similar organization, one business day after deposit therewith prepaid; or (d) by e-mail upon delivery with receipt confirmed. Notices shall be transmitted to the principal addresses of the Parties as follows:

Newberry County, South Carolina
1309 College Street
P.O. Box 156
Newberry, SC 29108
Attn: County Administrator
Email: cinglese@newberrycounty.net

MM Technics LP
[Street Address]
[City, SC Zip Code]
Attn: [●]
Email:

16. Damage. (a) If the Premises shall be so damaged by fire, other casualty, or act of the public enemy so as to be substantially destroyed and unusable, then this Lease shall terminate and any unearned rent paid in advance by Lessee shall be proportionately apportioned and refunded to it.

(b) In case the Premises is not substantially destroyed, the Lessor may elect to restore the Premises and, in such event, a portion of the rent payment shall abate in proportion to usable square footage. The Lessee agrees to give the Lessor immediate notice of any damage to the Premises. Failure to timely provide notice to Lessor shall result in a waiver of any abatement rights under Section 16(a).

17. Default. If the Lessee fails to perform or observe any of the covenants contained herein on its part to be observed and performed for 30 days after notice by Lessor, (a) the Lessor

may forthwith terminate or cancel this Lease by notifying Lessee of such termination or cancellation, and upon such termination or cancellation the Lessee shall be liable to the Lessor for all damages Lessor sustains by reason of Lessee's breach of covenant and of such termination or cancellation; or (b) the Lessor may forthwith re-enter the Premises without notice and upon re-entry may let the Premises or any part thereof as agent for Lessee and receive the rent therefore, applying the same first to the payment of such expense as the Lessor may be put to in entering and letting the premises and then to the payment of the rent and the fulfillment of the Lessee's covenants hereunder. A waiver by the Lessor of any breach or breaches by the Lessee of any one or more of the covenants or conditions hereof shall not bar forfeiture or any other rights or remedies of the Lessor for any subsequent breach of any such or other covenants and conditions.

18. Additional Rent. If the Lessor shall make any expenditure for which Lessee is ultimately responsible, in whole or in part, or if the Lessee shall fail to make any payment which Lessee is obliged to make hereunder, then the amount thereof may at Lessor's option be added to any installment of Basic Rent then due or thereafter becoming due and shall be paid immediately upon demand by Lessor.

19. Termination. As provided in Section 16 hereof, or if at any time proceedings in bankruptcy, or pursuant to any other act for the relief of debtors, shall be instituted by or against the Lessee, or if the Lessee shall compound Lessee's debts or assign over Lessee's estate or effects for payment thereof, or if any execution shall issue against the Lessee or any of Lessee's effects whatsoever, or if a receiver or trustee shall be appointed of the Lessee's property, or if this Lease shall, by operation of law, devolve upon or pass to any person or persons other than Lessee personally, then and in each of such cases, the Lessor may terminate this Lease forthwith by notifying Lessee as herein provided. Upon such termination all sums due and payable or to become due and payable by Lessee shall at once become due and payable. Further, any and all amounts previously paid by Lessee shall be deemed earned in full by Lessor, except as set forth in Section 16.

20. Choice of Law. This Agreement shall be governed in all respects by the laws of the State of South Carolina, except with respect to any provisions that would refer the governance of this Agreement to the laws of any other jurisdiction.

21. Condemnation. If the Premises or any part thereof are taken or condemned for a temporary or permanent public or quasi-public use, either Party may, at its option, terminate this Lease and in such event any unearned rent paid in advance shall be returned to the Lessee which shall be the extent of the Lessor's obligations in such event. Furthermore, should the activities taking place on the Premises during the term of this Lease cause the Premises to become or be declared a public nuisance, or should law enforcement or any public body with jurisdiction take any other action to cause the Premises to be declared unsuitable for the purpose of this Lease, then Lessor may immediately terminate this Lease with no further obligations to Lessor.

22. No Partnership or Joint Venture. Nothing contained herein shall have the effect of creating any relationship of principal and agent or of partnership or joint venture between the Parties, whose sole relationship is that of lessor and lessee.

23. Title. Title to the Premises shall at all times remain with the Lessor.

24. Assignment. This Lease shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and assigns and shall be governed by the laws of the State of South Carolina. Provided, however, that written consent shall be obtained by the Party seeking any assignment from the other party.

25. Facsimile and Other Electronic Means. The parties agree that this Lease may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party

26. Entire Agreement. The Parties agree that this Lease constitutes the entire agreement between the Parties related to the Premises and that no other agreements or representations other than those contained in this Lease have been made by the Parties. This Lease shall be amended only in writing, and effective when signed by the authorized agents of the Parties.

27. Counterparts. This Lease may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

28. Severability. In the event that any term or provision of this Lease is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Commencement Date.

WITNESS:

**Newberry County, South Carolina,
as Lessor**

(witness signature)

(signature for landlord)

(printed name and title of signatory)

WITNESS:

**MM Technics LP,
as Lessee**

(witness signature)

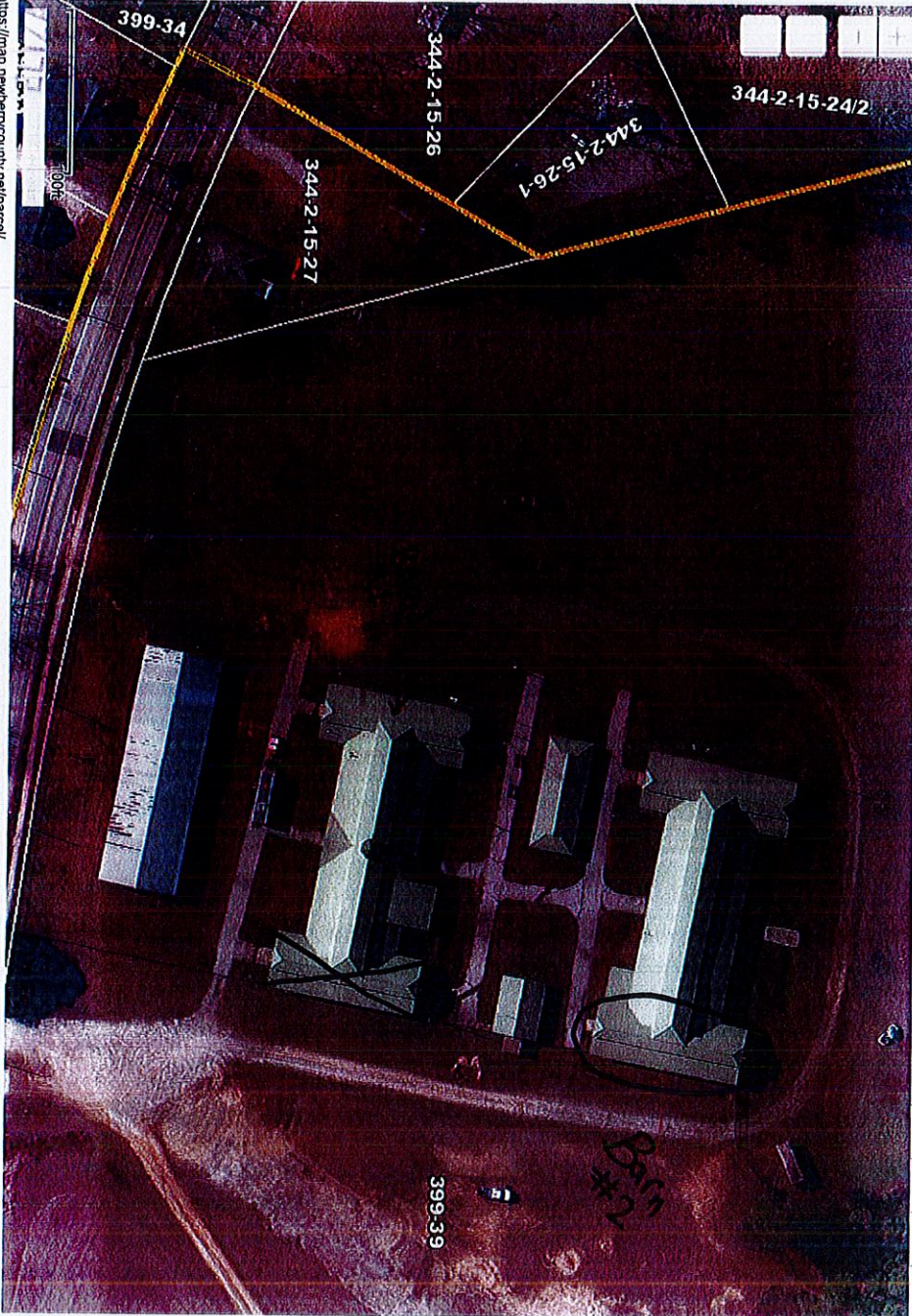
(signature for tenant)

(printed name and title of signatory)

Attachment A

Property

FILED
NEWBERRY COUNTY
2022 SEP 23 AM 11:18
BETH P FOLK
CLERK OF COURT



7/13/22, 2:57 PM



Newberry County Property Parcel

Newberry County Property Parcel

