Call: Sherri Starczewski 725-7241 when ruly LEASE AGREEMENT

Z

STATE OF NORTH CAROLINA
COUNTY OF FORSYTH

15

WITNESSETH:

LEASED PREMISES

nants and agreements hereinafter contained to be observed and performed by the TENANT, the LANDLORD demises and leases to the TENANT, and the TENANT rents from LANDLORD the premises described in Exhibit A attached, and incorporated herein by reference.

CONSTRUCTION

Article 2. The LANDLORD has constructed at its sole cost and expense a building and parking areas upon the leased premises for the use and occupancy of the TENANT as a bank branch office.

The TENANT agrees that the building and other improvements have been constructed in a satisfactory and acceptable manner.

TERM

Article 3. The term of this lease shall be for a period to commence on March 1, 1975 and shall extend for twenty (20) years from such date.

RENT

Article 4. The TENANT shall pay to the LANDLORD an annual rent of FIFTEEN THOUSAND SIX HUNDRED DOLLARS (\$15,600.00) during the term of this lease, payable in monthly installments of ONE THOUSAND THREE HUNDRED DOLLARS (\$1,300.00) payable in advance on or before the tenth day of each month during the term hereof.

THIS INSTRUMENT DRAFTED BY:

RICHARDE OF DIAZE

ECEX | | 47P0075

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COMMON AREAS

Article 5. TENANT shall have access across the common areas in the shopping center and across and through all driveways, entrances and exits, in order to reach and leave the demised premises. LANDLORD shall, throughout the term hereof, and any of the five-year option periods, maintain all of the common areas in good and usable condition, adequately lighted and free and clear of litter and debris, and shall be responsible for snow removal from the common parking areas to the extent necessary to provide TENANT and its customers reasonable access to TENANT'S building and driveway. The use and occupancy by TENANT of the leased premises shall include the use in common by others entitled thereto of the common areas, employees! parking areas, service drives, sidewalks, customer car parking areas and other such facilities mentioned in this Article. The LANDLORD shall have the right from time to time to change the area, level, location and arrangement of parking areas, lights, and other facilities hereinabove referred to; to restrict parking by tenants, their officers, agents and employees to the employees' parking areas; to discourage noncustomer parking; and to do and perform such other acts in and to such areas and improvements as in the use of good business judgment the LANDLORD shall determine to be advisable with a view to the improvement of the convenience and use thereof by the tenants and their officers, agents, employees and customers. The LANDLORD shall not change the traffic flow in a manner which would interfere with access to the TENANT'S three remote units and will not change the traffic flow or traffic pattern of the lanes around the TENANT'S building without prior . consent of TENANT.

USE OF PREMISES

Article 6. TENANT shall use the leased premises solely for the purposes of conducting the business of a bank branch office and its related activities. TENANT will not use or permit, or suffer the use of, the leased premises for any other business or purpose.

ASSIGNING, SUBLETTING, MORTGAGING Article 7. The TENANT shall not assign or in any manner transfer this lease or any estate, interest or benefit therein or sublet the demised premises or any part thereof or permit the use of the same or any part thereof by anyone other than the TENANT without the prior written consent of the LANDLORD, which approval will not be unreasonably withheld.

It is understood that the LANDLORD has, by the prior execution of an assignment of leases, assets and profits to the Equitable Life Assurance Society of the United States, assigned this lease and TENANT, by its execution hereof acknowledges its acquiescence in said assignment, and understands that LANDLORD may assign this lease as additional security for any indebtedness now or hereafter incurred in the development of the adjoining Shopping Center of LANDLORD, and the TENANT hereby gives its consent to such assignment and further agrees to execute such further instruments as may be necessary or proper in connection with such assignment.

ITILITIES

Article 8. The TENANT shall provide and promptly pay all charges for heat, water, electricity, gas, telephone and other utilities used or consumed in or about the leased premises.

AINTENANCE F LEASED REMISES Article 9. The TENANT shall, at its sole cost and expense, maintain and keep in good repair and condition both the inside and the outside of the building to be erected on the leased premises. This obligation of the TENANT extends to and includes the repair and correction of structural defects in said building. The TENANT shall also, at its sole cost and expense, maintain and repair and at all times during the term of this lease keep in good condition all heating units, air-conditioning equipment, electrical fixtures and equipment, electrical installations, plumbing, plumbing equipment and fixtures, all machinery, all hardware, all interior painting or decorations of any kind, all door and window screens, and the TENANT shall replace all broken or damaged glass, including window glass and plate glass. The TENANT shall also maintain and keep in good repair and condition during the entire term of this lease, any and all other improvements constructed on the leased premises.

LXTURES

Article 10. To the extent evidenced by an itemized list of the same attached hereto as Exhibit "B" and incorporated herein by reference, TENANT has constructed and built or installed in or on the leased premises

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ness, all of which shall be and remain the property of the TENANT, and the TENANT shall have the right to remove the same from said premises at any time during the term of this lease and at the expiration of this lease; provided, however, that TENANT shall repair or reimburse the LANDLORD for the cost of repairing any damage to said premises resulting from the removal of such things. If the TENANT shall leave any of such things in the leased premises after the expiration of this lease, all such things shall at LANDLORD'S option thereafter be and become the property of the LANDLORD unless the parties otherwise agree in writing. If LANDLORD shall not elect to retain said things, it shall so notify TENANT who shall thereupon remove them at its own expense and repair any damage caused by the removal.

ALTERATIONS, ADDITIONS OR IMPROVEMENTS Article 11. TENANT shall submit to the LANDLORD for its prior written approval all plans and specifications for any proposed alterations, additions or improvements to the exterior of the leased premises or structural changes in the interior of the building on the leased premises which TENANT may deem necessary or desirable in its use and occupancy thereof. Such alterations, additions or improvements will not be made without the prior written approval of the LANDLORD, which LANDLORD will not unreasonably withhold. Any approved alterations, additions or improvements shall be made at TENANT'S sole expense and in accordance with applicable city and county ordinances, and state and federal laws, and all rules and regulations promulgated thereunder.

TENANT shall be liable for all damages or injuries which may result to any person or property by reason of or resulting from the construction, maintenance, use or existence of any alterations, additions or improvements made by it to the leased premises and shall indemnify and hold the LANDLORD harmless with respect thereto and with respect to any claims in connection therewith.

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DAMAGE TO PREMISES

Article 12. If the building on the leased premises or the driveway shall be damaged or destroyed by fire or by other hazard, the LANDLORD shall proceed with due diligence to repair or restore the building to substantially the same condition which existed before such damage or destruction, which restoration shall commence within thirty (30) days after the event of damages or destruction and continue with due diligence; provided, however, that no such restoration shall be required of LANDLORD if less than ten (10) years remain unexpired in the initial term, provided further, if less than ten (10) years remain unexpired in the initial term, TENANT may induce LANDLORD to perform said restoration by exercising its option or options to renew (Article 28, infra.) so that the remaining unexpired term shall be not less than ten (10) years.

During the period of repair and restoration rent shall be abated proportionate to the extent the building shall be rendered untenantable.

'MINENT DOMAIN Article 13. In the event the leased premises shall be taken under the power of eminent domain, or if a portion thereof is taken under such power which partial taking renders the premises unusable to the TENANT for the purposes herein permitted, the TENANT shall have the right to terminate this lease upon giving to the LANDLORD written notice of such election within thirty (30) days after such taking, and the TENANT shall thereupon be released from any further liability hereunder. If this lease is terminated in either manner under the provisions of this paragraph, the rent for the last month of the TENANT'S occupancy shall be prorated to the date of termination.

The TENANT shall not be entitled to any part of the damages for the taking of the land or improvements thereon.

If this lease shall not be terminated as in this Article provided, it shall continue as to that portion of the leased premises which shall not have been taken, and the LANDLORD, at its sole cost and expense, agrees to

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proceed with due diligence to restore the building and other improvements remaining on the leased premises to a complete unit of like quality and character as that which existed before such taking, and the rent shall be reduced from the time of the taking in the ratio that the area of the leased premises which is taken bears to the total area of the leased premises before such taking, with the same provisos as to unexpired term as contained in Article 12, <u>supra</u>.

TAXES AND LIENS

and described in Article 1, but without any improvement thereon. The TENANT shall list and pay taxes upon the building and other improvements thereon. In addition, the TENANT shall pay all taxes and assessments levied by public authority on the land and on its trade fixtures, equipment or other personal property of the TENANT located in, on or about the leased premises.

INSURANCE

Article 15. The TENANT shall insure the building and improvements on the leased premises against loss by fire or hazards covered by extended coverage and the LANDLORD shall be designated the named insured in said policy or policies of insurance, which shall be in amounts and with companies acceptable to LANDLORD. The TENANT shall furnish the LANDLORD and any mortgagee of LANDLORD requesting the same with a copy of said policy or policies of insurance and a certificate of insurance from the issuing company which shall provide that such insurance may not be terminated without reasonable advance written notice to the LANDLORD or mortgagee. Such insurance shall be maintained in an amount of at least eighty percent (80%) of the replacement value of the buildings and improvements.

TENANT shall also keep in force at its own expense during the term of this lease and any extension thereof public liability insurance with respect to the leased premiscs in companies and in form acceptable to LANDLORD, covering TENANT and LANDLORD, as their interest may appear, with

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minimum limits for any one accident of One Hundred Thousand Dollars (\$100,000.00) on account of bodily injuries to or death of one person, Three Hundred Thousand Dollars (\$300,000.00) on account of bodily injuries to or death of more than one person, and Fifty Thousand Dollars (\$50,000.00) on account of property damage. Certificate of such coverage from the insured (providing reasonable written notice to the LANDLORD before cancellation or termination) shall be furnished to LANDLORD.

INDEMNITY

LANDLORD from any and all claims and demands whether from injury to person, loss of life, or damage to property, occurring upon or within the leased premises, excepting, however, such claim or demand as may result from injury or damage caused by acts or omissions of the LANDLORD.

Except as otherwise provided in the first paragraph of this Article, the LANDLORD agrees to indemnify and save harmless the TENANT from any and all claims and demands whether from injury to person or loss of life, or damage to property occurring within the Shopping Center, excepting, however, such claims or demands as may result from any injury or damage caused by acts or omissions of the TENANT.

CLEANLINESS AND NOISE and interior of the building in a clean, neat and orderly condition and all window glass and plate glass clean and shall keep the driveway, entryways and delivery areas adjoining the building clean and free from rubbish, debris and dirt. TENANT shall provide at such location as the LANDLORD shall specify ample and adequate containers for the collection of TENANT'S refuse, rubbish and garbage and TENANT shall pay for any costs for the removal of the same. If the TENANT shall fail to provide such container or containers

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and for removal cost, the LANDLORD shall have the option of providing same and the cost thereof shall be additional rent payable by the TENANT to the LANDLORD. TENANT shall not place or permit any radio, television, or other antenna, loud-speaker or amplifier on the roof or outside the leased premises or where the same can be seen or heard from outside the building; nor take any other action which would disturb or endanger other tenants or unreasonably interfere with their conduct of business of their respective premises, provided that this provision shall not restrict TENANT'S use of intercom systems necessary in the operation of drive-in window or other remote teller stations.

JARRANTY
JF TITLE

Article 18. The LANDLORD covenants that it has the right to enter into this lease and can deliver to TENANT the leasehold estate herein provided for; that it will fully perform all of its obligations hereunder; and that the TENANT shall have the peaceful possession and quiet enjoyment of the demised premises for the term hereof and any extension thereof. It is understood by the TENANT that the entire Shopping Center premises are subject to deeds of trust securing indebtedness to the Equitable Life Assurance Society of the United States and to the First Citizens Bank and Trust Company to which this lease shall be subordinate.

SIGNS AND AWNINGS

maintain on the leased premises or driveway any sign or awning without first obtaining the LANDLORD'S written approval and consent. The LANDLORD shall not unreasonably withhold its approval for the erection and placing of any sign so long as it is in general conformity as to size and location with other signs on the buildings in the Shopping Center, and not in violation of the provisions of any other lease in the Shopping Center.

The TENANT at all times shall maintain in good condition and repair any signs or awnings it places upon the leased premises.

EXPIRATION OF LEASE

Article 20. The TENANT shall deliver to the LANDLORD physical possession of the leased premises upon the termination of this lease in as good condition as the premises are at the commencement of the term of this lease, except for ordinary wear and tear and damage by fire or other casualty over which the TENANT had no control.

SHORT FORM LEASE Article 21. The parties hereto agree that upon the demand of either party they will execute and deliver a short form lease for the purpose of recording. Such short form of lease shall include a description of the leased premises, the term of this lease, specifically fixing the commencement and ending dates, and such other provisions as the parties may agree upon and referring to this lease as containing the entire agreement between the parties.

EFAULT OF ENANT

Article 22. In the event (a) the TENANT should fail to pay any rent or other charge for a period of more than ten (10) days after the same shall become due and payable or fail to keep or shall violate any other condition, stipulation or agreement herein contained, on the part of the TENANT to be kept and performed, and if either such failure or violation shall have continued for a period of thirty (30) days after the LANDLORD shall have mailed written notice by certified or registered mail to the TENANT to pay such rent or other charge or cure such failure or violation, or (b) there is filed on behalf of or against the TENANT any petition in bankruptcy or pleading to declare the TENANT insolvent or unable to pay its debts, or TENANT makes an assignment for the benefit of creditors or a receiver is appointed for the TENANT, or it is otherwise in process of liquidation, or any execution is levied against the property of the TENANT or against the TENANT'S interest in this lease, or the property of the TENANT is attached and the proceedings mentioned in this sub-section are not dismissed, satisfied, secured, or otherwise cured within ninety (90) days, then the LANDLORD may

terminate this lease, or at the LANDLORD'S option, the LANDLORD may re-enter the leased property and remove all persons or property therefrom and TENANT'S fixtures, equipment and other property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of the TENANT, all without service of notice or resort to legal process, and without LANDLORD being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and re-let the leased premises or any portion thereof and receive the rent therefrom, but the TENANT shall remain liable for any deficiency and for reasonable brokerage fees, attorneys' fees, and other proper costs in connection with re-letting. A default in failing to keep or in violating any of the conditions, stipulations, or agreements of this lease on the part of the TENANT to be kept and performed (except as to the payment of rent or other charges provided for herein) shall be deemed cured if the TENANT, in good faith, commences performance requisite to cure the same within thirty (30) days after receipt of notice and thereafter continuously and with reasonable diligence proceeds to complete the performance required to cure such default.

NOTICES

Article 23. Whenever in this lease it shall be required or permitted that notice or demand be given or served by either party to this lease to or on the other, such notices or demands shall be given or served and shall not be deemed to have been duly given or served unless in writing and forwarded by registered mail and addressed as follows:

TO THE LANDLORD:

300 West Franklin Street Richmond, Virginia 23220

TO THE TENANT:

317 Fayetteville Street Raleigh, North Carolina 27602

Such addresses may be changed from time to time by either party by serving notices as above provided.

ENTIRE AGREEMENT Article 24. This lease sets forth all the promises, agreements, conditions and undertakings between LANDLORD and TENANT relative to the

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leased premises, and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, expressed or implied, between them varying the terms of this lease. This lease shall not be modified, altered, amended or changed nor shall it be terminated except as expressly provided herein except by an instrument in writing executed by the parties.

CAPTIONS

Article 25. The captions in the margin of this lease are for convenience only and are not a part of this lease and do not in any way limit or amplify the terms and provisions of this lease.

OBLIGATIONS OF SUCCESSORS

Article 26. The LANDLORD and the TENANT agree that all the provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof, and that all of the provisions hereof shall bind and inure to the benefit of the parties hereof, and their respective heirs, legal representatives, successors and assigns.

OPTIONS
GIVEN TO
FENANT

Article 27. At the end of the term of this lease and provided the TENANT has not defaulted in its obligations hereunder, LANDLORD agrees that the TENANT shall have two (2) five-year options on the same terms and conditions as set out in the original term lease agreement, except that the rent to be paid during said term shall be as hereinafter set out. TENANT shall notify LANDLORD that TENANT is exercising its option rights one hundred eighty (180) days prior to the expiration of the then existing lease.

The annual rents to be paid during the term of any five-year option period shall be computed as follows: The base annual rental for any five-year option period shall be the annual rental of the prior initial term or prior five-year option period whichever is applicable. To that base annual rental shall be added an amount which shall bear the same ratio to the base annual rental as the percentage level of consumer prices as of the date of commencement of that five-year option period bears to the percentage

level of consumer prices as of the date of the prior initial period or prior five-year option period. In no event shall there be added to the base annual rental for any five-year option period an amount greater than ten percent (10%) of the base annual rental. The percentage level of consumer prices shall be determined by the Bureau of Labor Statistics Index of Consumer Prices - All Items for Urban Wage Earners and Clerical Workers, as published by the Bureau of Labor of the United States utilizing the years 1957 - 1959 as the one hundred percent (100%) par base, and utilizing the latest published monthly Index prior to the commencement of the prior initial term or prior five-year option period and the commencing five-year option period. In the event of the discontinuation or material alteration of the Bureau of Labor Index of Consumer Prices, another index providing similar information may be substituted for this purpose.

IN WITNESS WHEREOF, the LANDLORD and TENANT have set their hands and seals or caused this lease to be signed by their proper corporate officers and caused their corporate seals to be hereto affixed, the day and year first above written.

Landlord

PARKVIEW MALL, a Joint Venture

RCS, INC., Venturer

K & H INVESTMENT CO., Venturer

By St. Harden (SEAL)

Attorney in Eact

Tenant

FIRST CITIZENS BANK AND TRUST COMPANY

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STATE OF NORTH CAROLINA COUNTY OF FORSYTH

I, <u>Patricia 5. Sice/off</u>, a Notary Public of said County and State, do hereby certify that S. O. KELLEY, Attorney-in-Fact for RCS, Inc., a North Carolina corporation, a Joint Venturer, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing instrument for and in behalf of RCS, Inc., and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the Office of the Register of Deeds of Forsyth County, North Carolina, on February 24, 1971, in Deed of Trust Book 1065, at page 104, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney; and that the said S. O. KELLEY acknowledged the due execution of the foregoing instrument for the purposes therein expressed for and in behalf of the said RCS, Inc. I do further certify that I am not a party to the attached instrument.

WITNESS my hand and notarial seal, this 944 day of April,

19_75_.



OFFICIAL SEAL PATRICIA S. SICELOFF Notary Public, North Ga Sar County of Forsyth My commission expires July 24, 1977

Oction S. Suiloff
Notary Public

My commission expires: Tuly 24,1977

Ungerna STATE OF NORTH CAROLINA City OF Richmand

I, - Sharar! Pucholo, a Notary Public of said County and State, do hereby certify that J. J. Harding , Attorney-in-Fact for K & H Investment Company, a partnership, a Joint Venturer, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing instrument for and in behalf of K & H Investment Company, and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the Office of the Register of Deeds of Forsyth County, North Carolina, on February 24, 1971, in Deed of Trust Book 1065, at page 104, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney; and that the said J. J. Harding acknowledged the due execution of the foregoing instrument for the purposes therein expressed for and in behalf of the said K & H Investment Company. I do further certify that I am not a party to the attached instrument.

WITNESS my hand and notarial seal, this 3/ day of Mach

19 75.

Sharon (°. Picholo
Notary Public

Ny commission expires:

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State of North Carolina -- County of Forsyth

This 1 day of MAY, 1975, personally came before me, CHARNIA F. NAIL a notary public, CRACES, Stevens who, being by me duly sworn, says that he knows the Common Seal of FIRST CITIZENS BANK AND TRUST COMPANY and is acquainted with RICHARD E. MAXILY who is the VICE President of said Corporation, and that he, the said CRACES, Stevens is the Assistant Secretary of the said Corporation, and saw the said VICE President sign the foregoing instrument, and saw the Common Seal of said Corporation affixed to, said instrument by said VICE President, and that he, the said Corporation of said instrument in the presence of said VICE President of said Corporation.

Witness my hand and notarial seal or stamp, this the 1 day of 1975.

Eugna & Rail
Notary Public

My commisson expires:

County of Fersyth

EU : IA r. NAIL

my commission "piles Jan. 28, 1978

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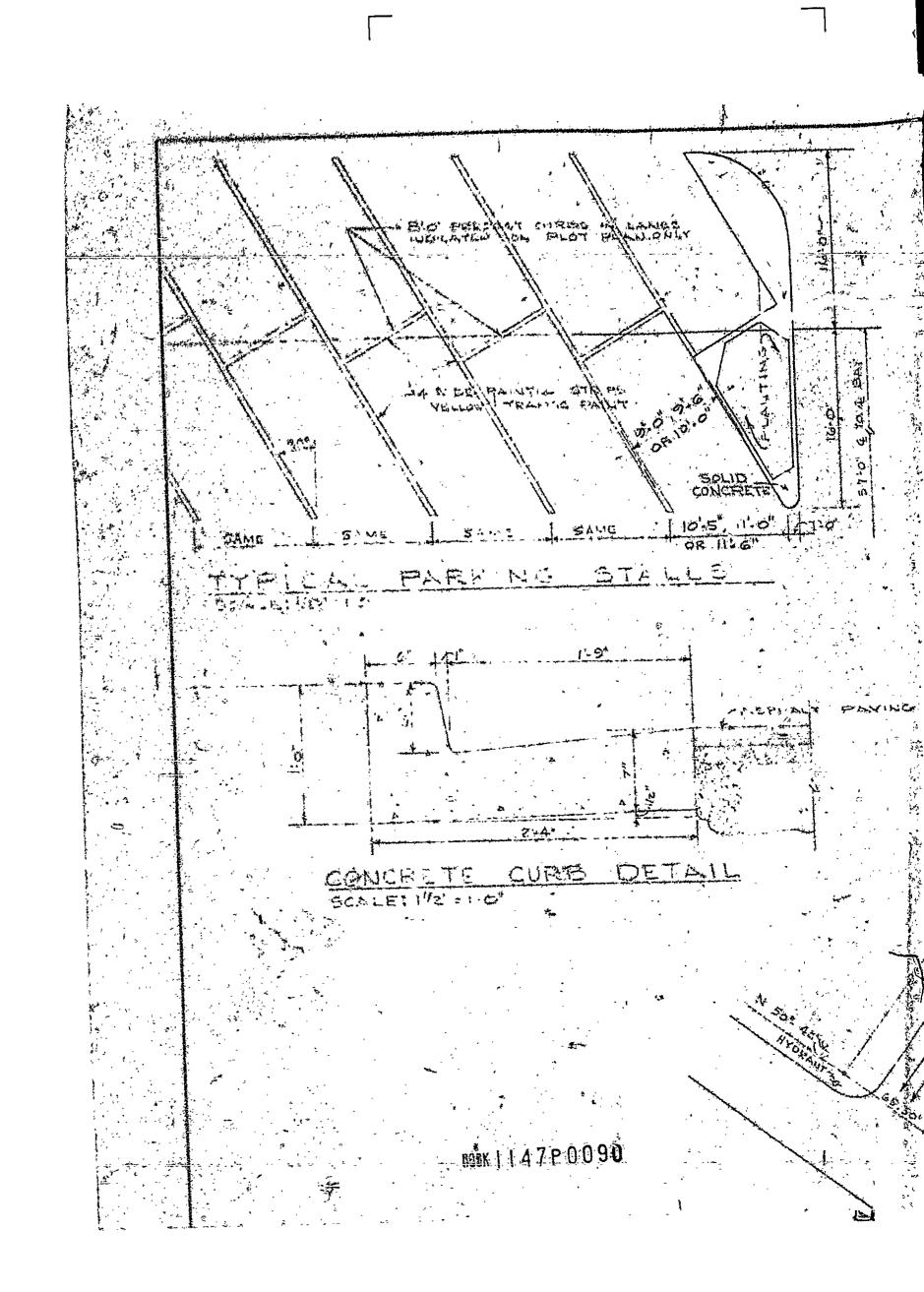
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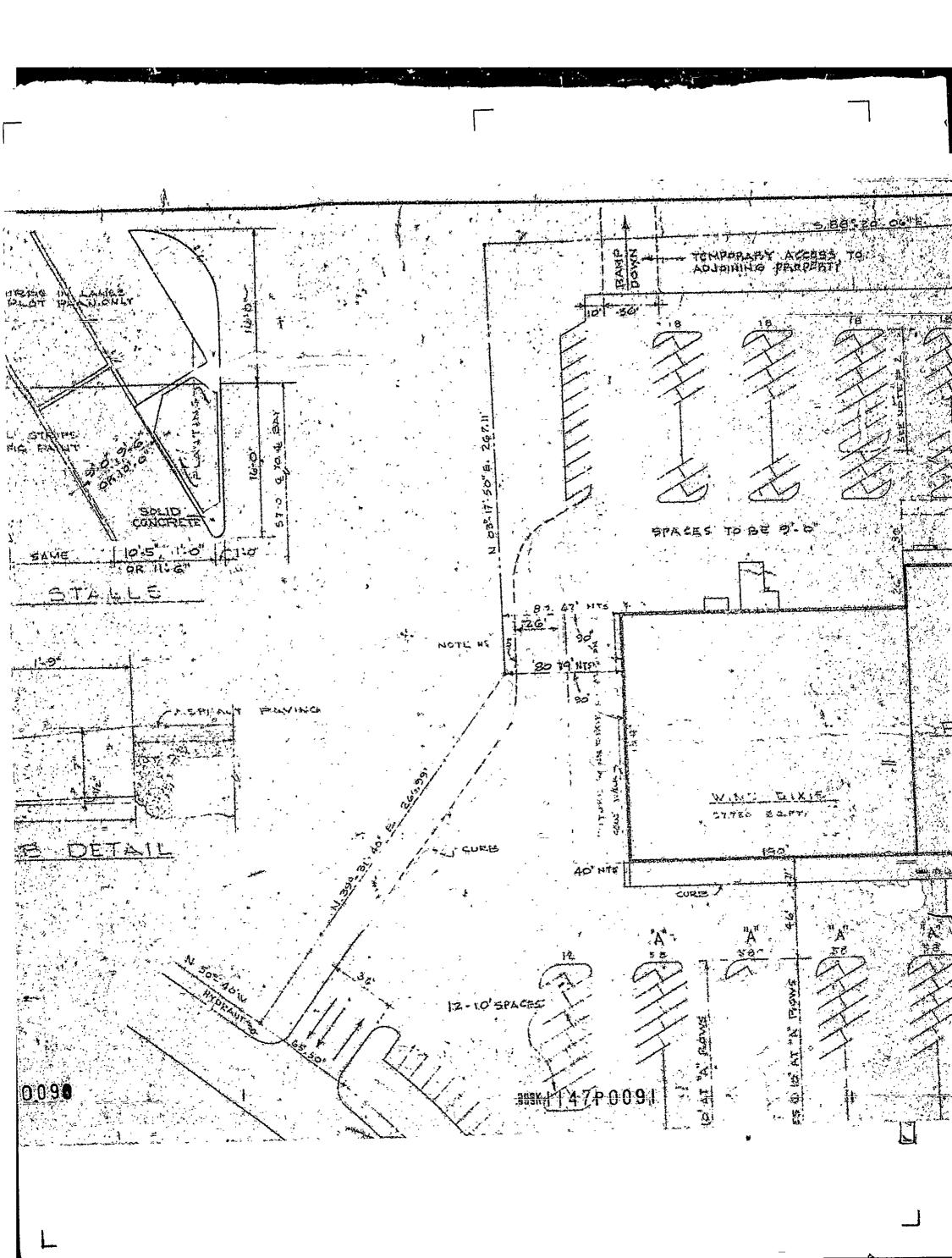
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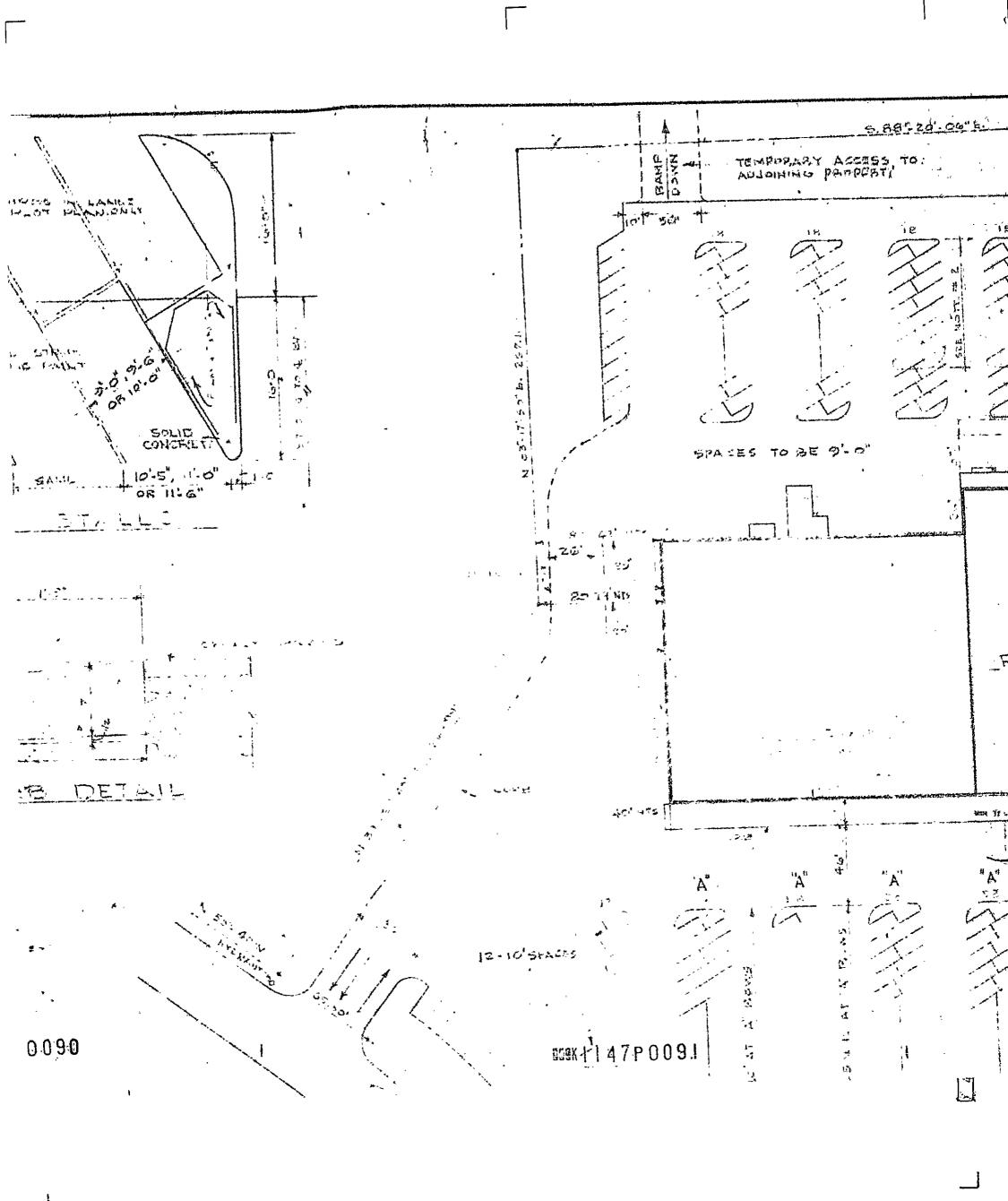
EXHIBIT "A"

That lot or parcel shown on the attached plat of "Parkview Shopping Center" prepared by J. Aubrey Kirby Associates, Inc. and revised as of 5/15/74, as First Citizens Bank, and delineated thereon in rad, together with the right of ingress and egress through and parking upon the common area of the shopping center shown on said plat, in common with other tenants of said center.

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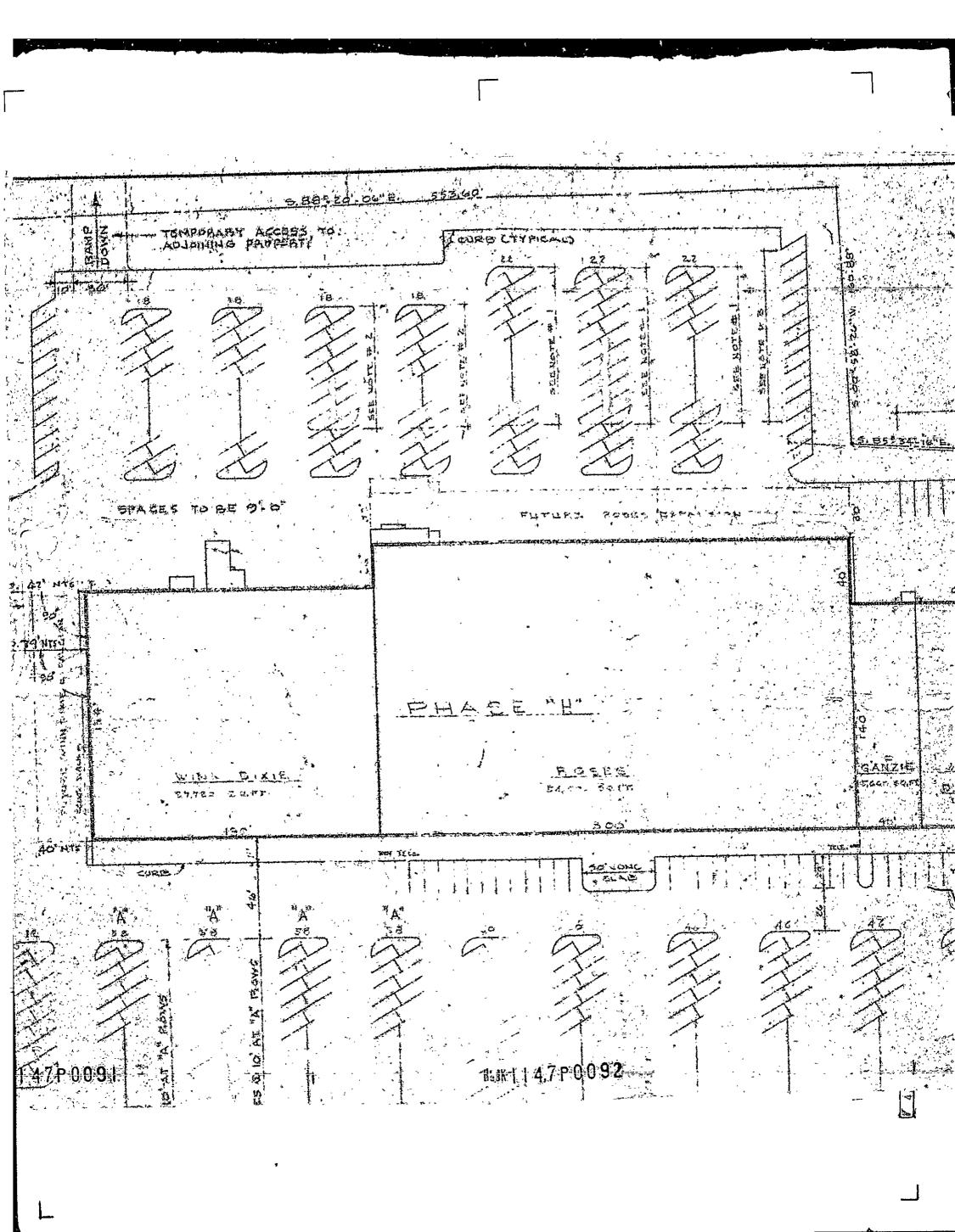


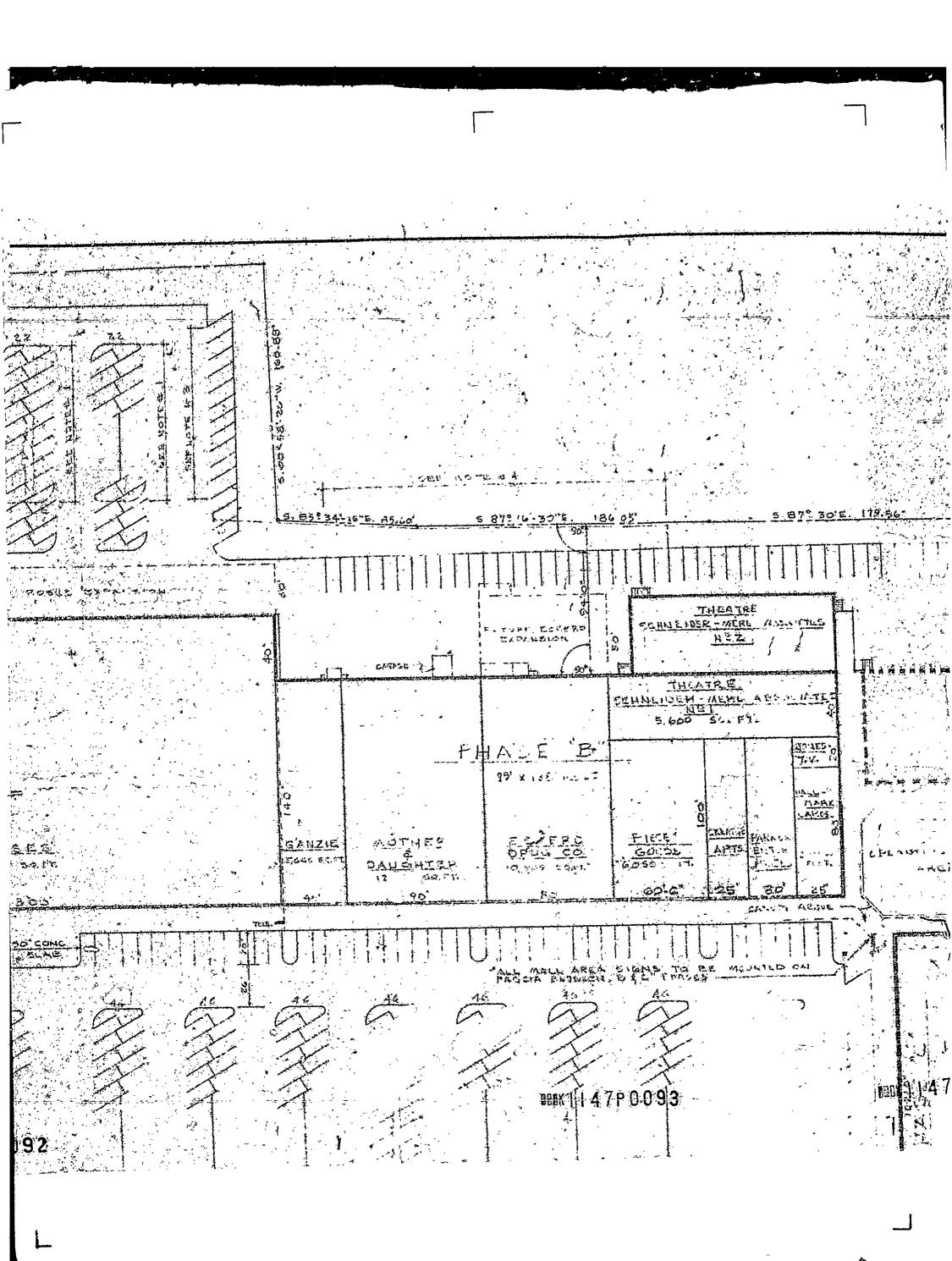




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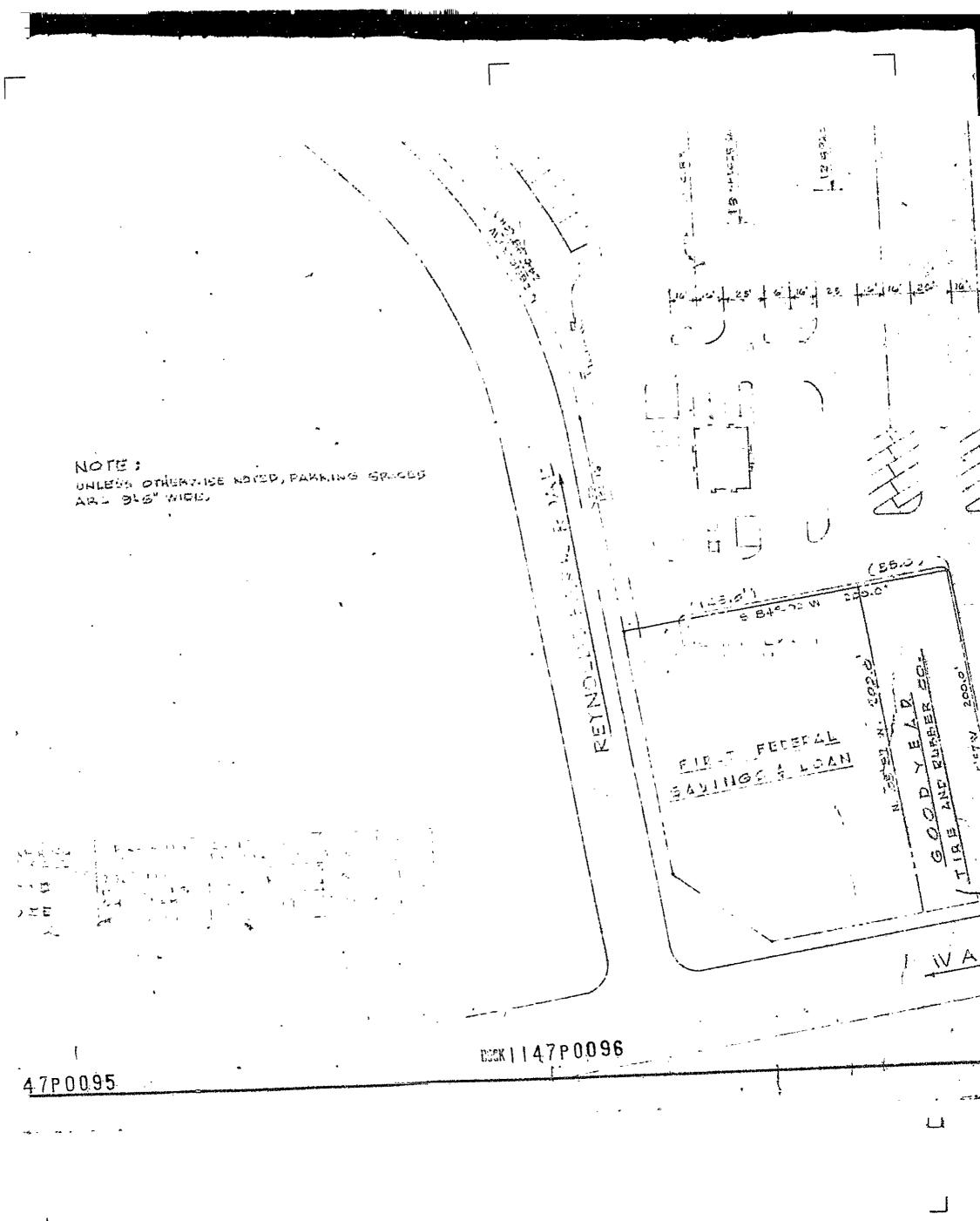
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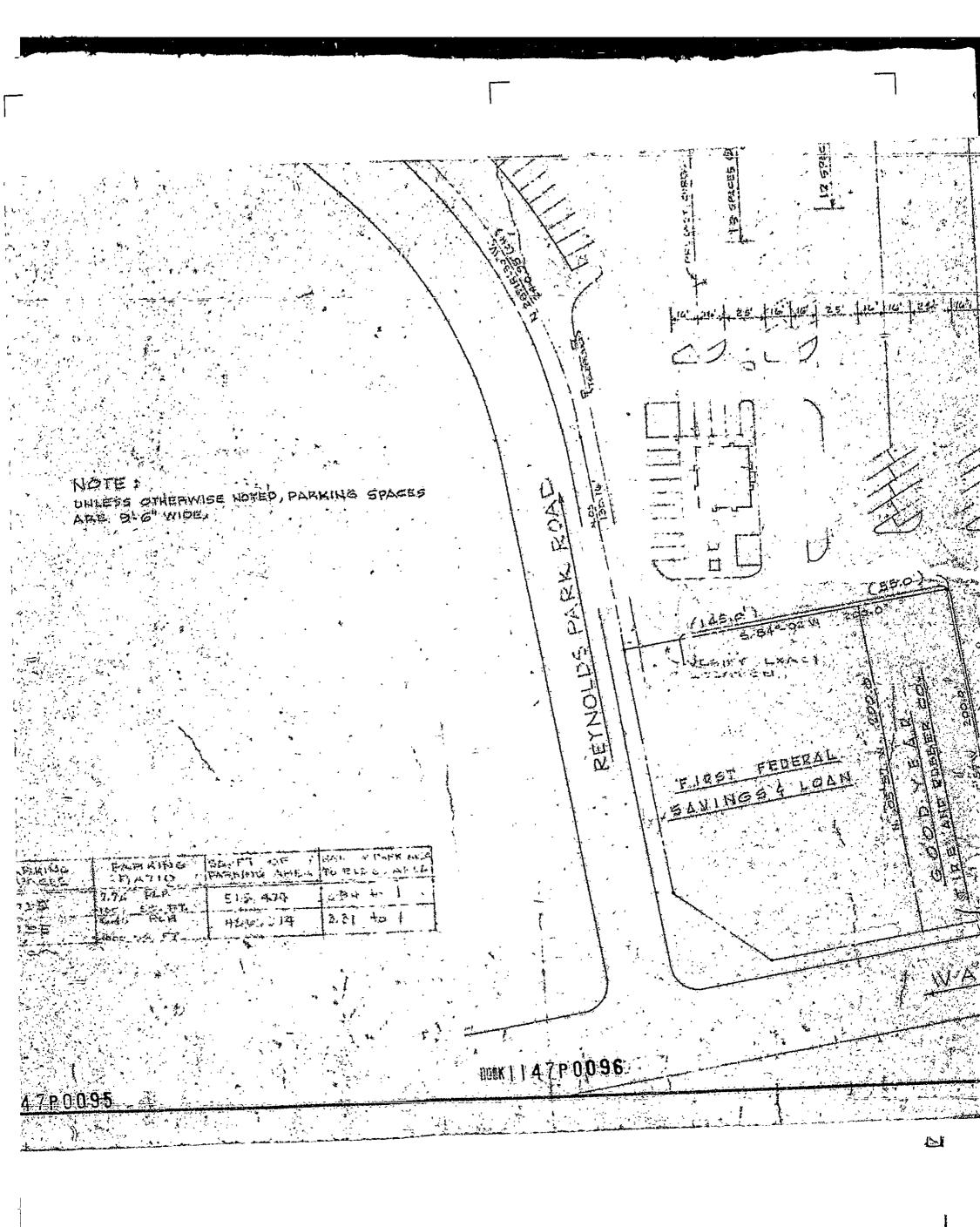
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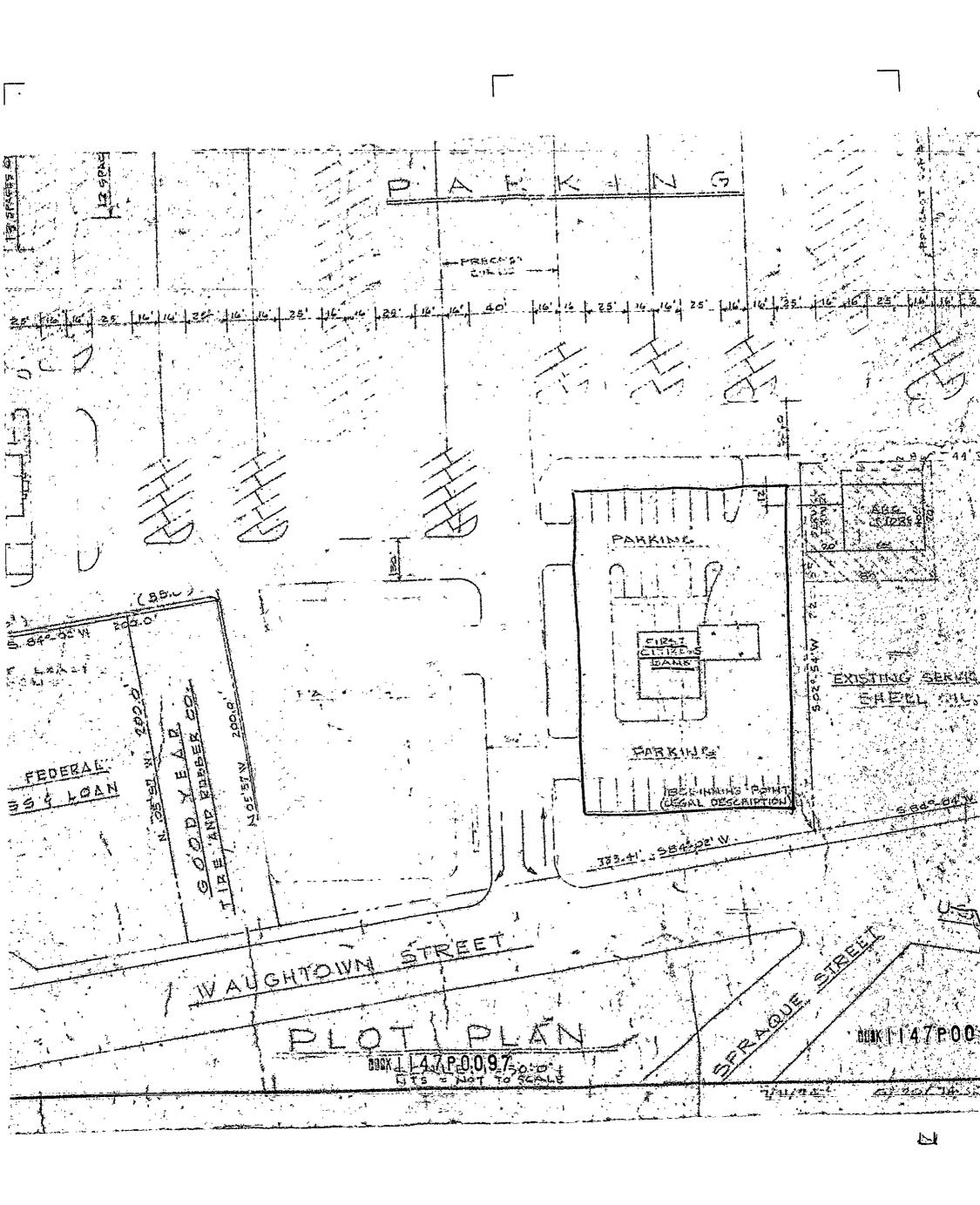
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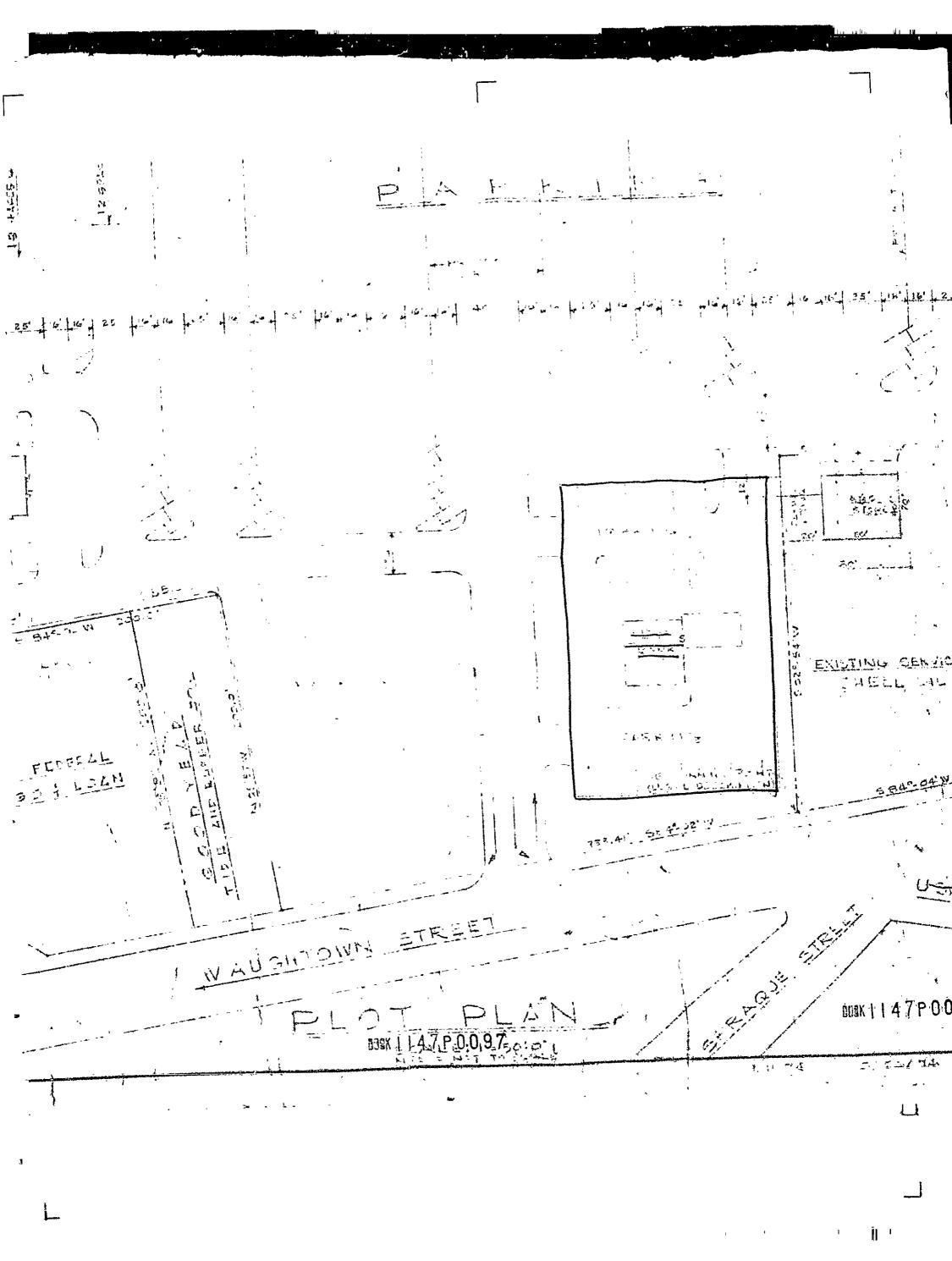
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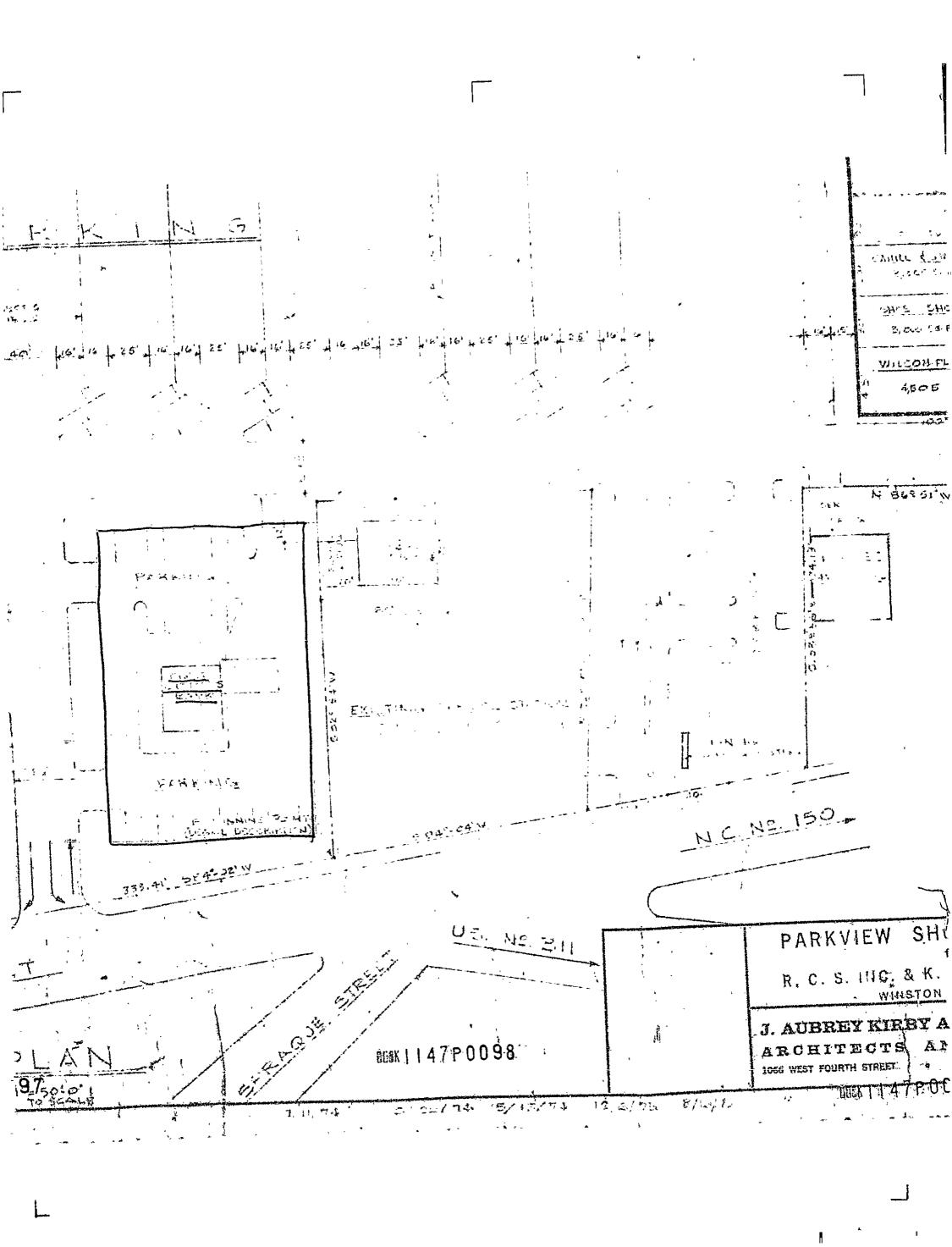


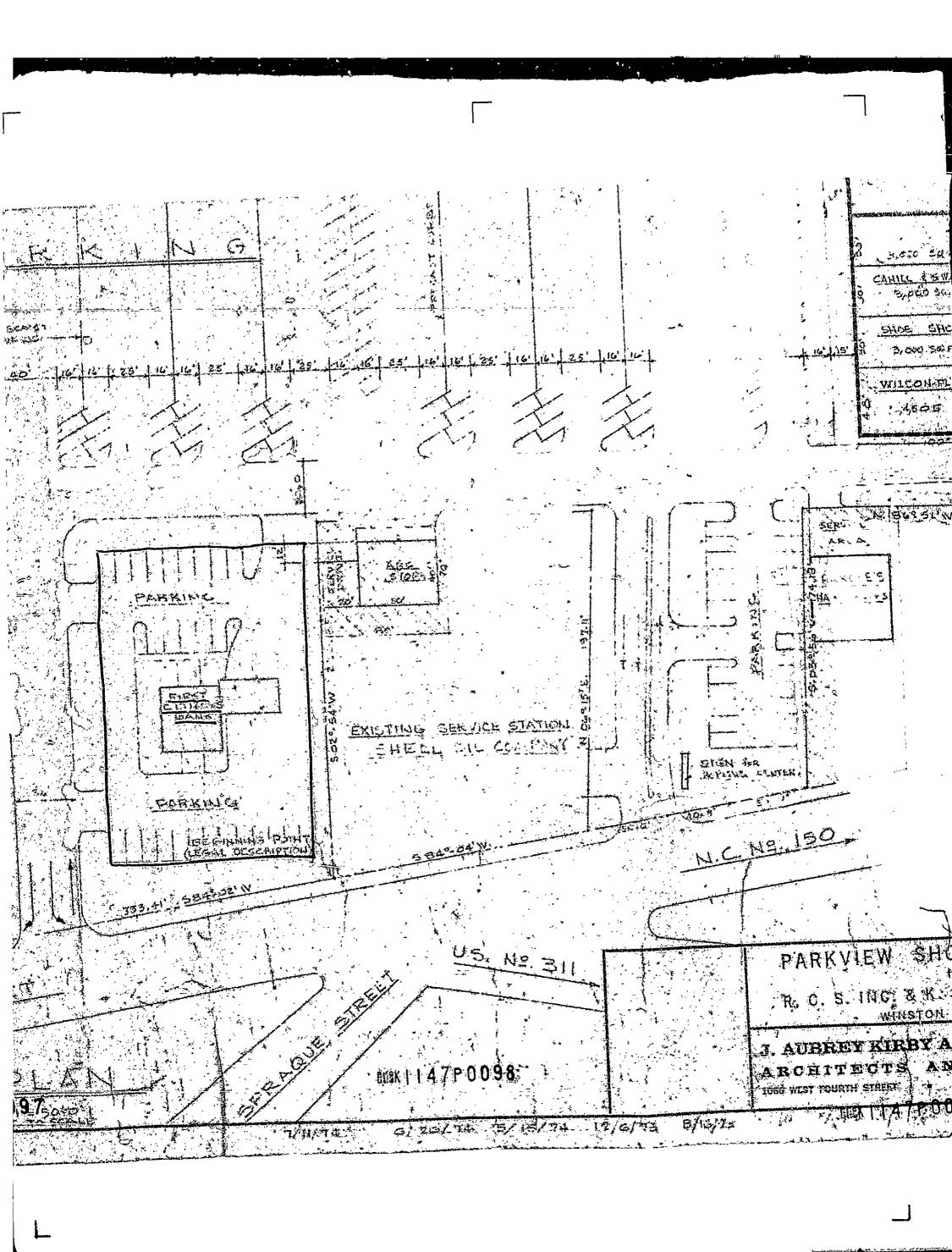
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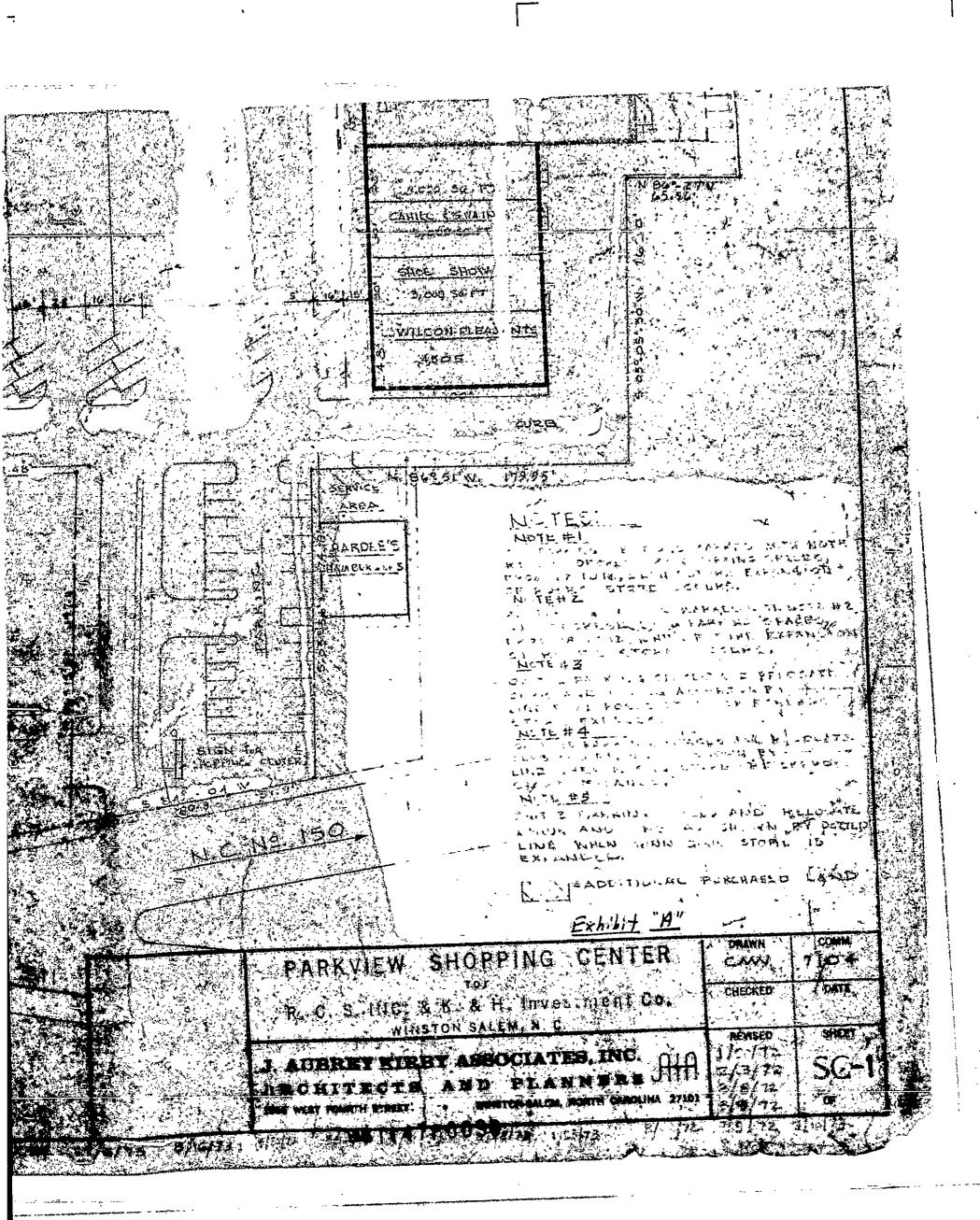


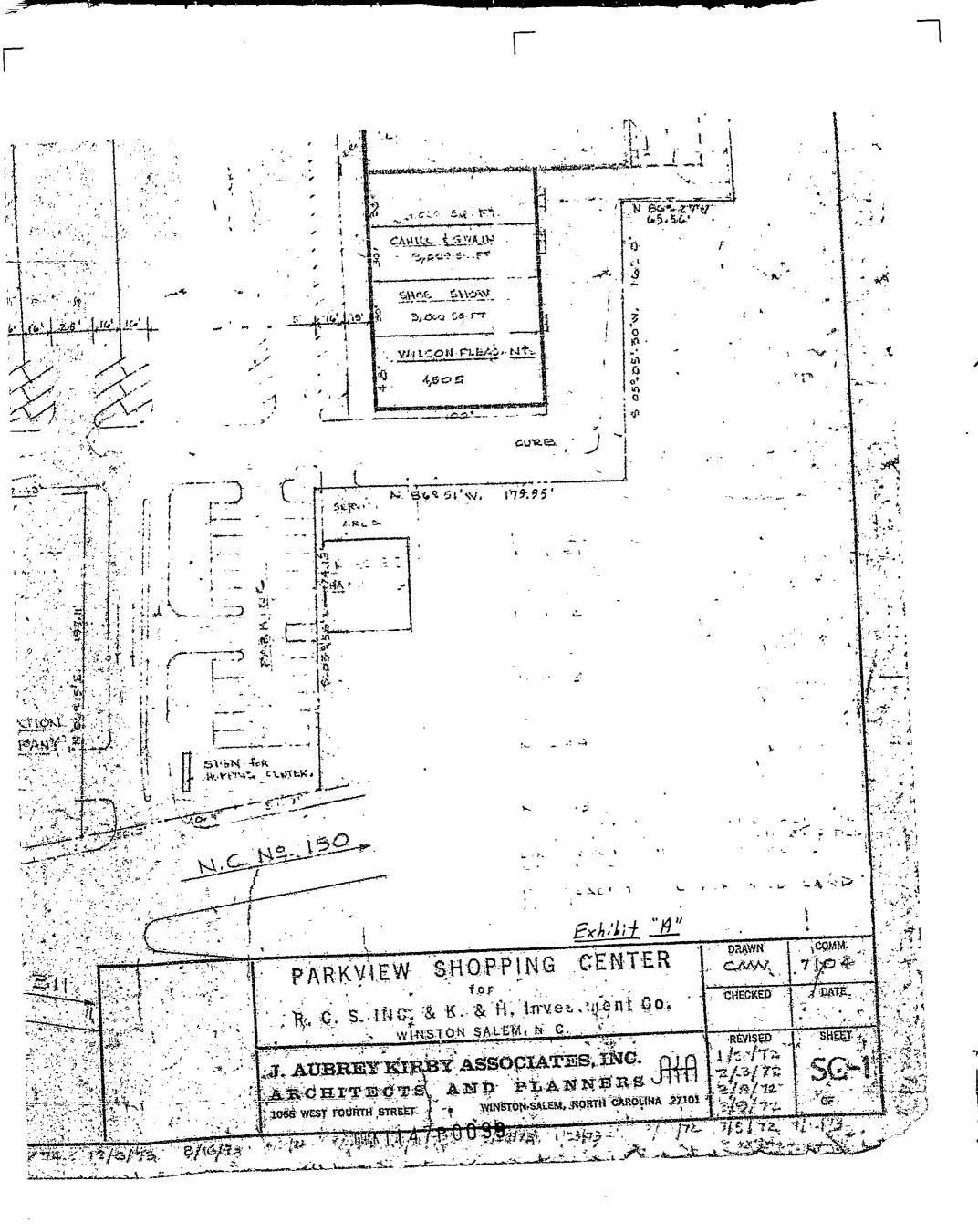












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EXHIBIT "B"

Personal property of TENANT, consisting of fixtures and equipment, installed by First Citizens Bank and Trust Company in its branch bank in Parkview Shopping Center in Winston-Salem, North Carolina:

OFFICE MACHINES:

Victor Adding Machines - SN #3841-701, #3849-967 Brandt Cashiers - SN #237059, #237051, #237050 Royal Typewriters - SN #9871292, #9917865 Checkwriter - SN #21633 Burroughs Teller Machines - SN #624056, #637255, #637265 A/M Deposit Encoders - SN #160494, #160495

FURNITURE:

Two Desks W/Return
One Executive Chair
One Secretarial Chair
Four Swivel Chairs
One Credenza
Three End Tables
One Side Table
One Sofa
Two Lounge Chairs
Two Lamps
Four Fiberglass Chairs
One Dinette Table
One Small Refrigerator
Three Teller Stools
Two Customer Service Units

FIXTURES:

Wall Decorations
(Pictures, Plaques, Wall Hangings, Clocks)
Carpeting
Draperies
Desk Sets
(Pens, Staplers, Wastebaskets, Ashtrays, etc.)

OTHER:

Outside Signs & Lettering Alarm System Cavins Surveillance Cameras

VAULT & OTHER EQUIPMENT:

Diebold Carrier Vat Units and All Support Units (Customer Unit, Teller Unit, Counter Top, Bullet-Proof Glass) Diebold Vault Door 198 Openings Diebold Safe Deposit Boxes in Four Units Polaris After Hour Depository - Head, Chute, Chest, Night Light Three Teller Busses Three Vault Cash Units