

THIS INDENTURE, made and entered into this 5th day of Sept. 1939, by and between Mrs. Martha D. McClerry of the County of Dade, State of Florida hereinafter called Lessor, party of the first part, and the Southern Bell Telephone and Telegraph Company, Incorporated, hereinafter called Lessee, party of the second part,

Witnesseth:

That for and in consideration of the rents and covenants herein contained, Lessor hereby leases unto Lessee, its successors and assigns, the following described premises with the appurtenances in the Town of Greenville, County (Parish) of Greenville, State of South Carolina, to-wit:

The entire third floor space of the three story brick building, known as the Davenport Building, at #15 South Laurens Street, Greenville, S. C., with openings connection direct with third floor of Telephone Building. The above described space being in accord with attached floor plan drawing and made a part hereof.

for use as a telephone exchange or telegraph office or both, or for the general transaction of business to Have and to Hold the same for the term of Three (3) years beginning on the First day of October, 1939, and ending on the Thirtieth day of September, 1942, at an annual rental of Six Hundred and no/100 (\$600.00) Dollars payable in equal monthly installments during the term hereof.

Lessor generally warrants ownership of the fee simple title or right to execute this lease.

Lessor agrees that Lessee may sub-let said premises.

Lessee agrees to maintain said premises in as good condition as when received, ordinary wear, tear and deterioration and damage by the elements or unavoidable casualty excepted, and to pay Lessor said rent as herein specified.

Lessor covenants that said premises are suitable for the purposes leased, and hereby agrees to keep such premises in good and tenantable condition and to make at Lessor's own expense such repairs to any portion of said building as may be necessary to replace faulty construction or to replace all ordinary wear, tear and deterioration, to do such painting of the outside walls and painting, papering or tinting of the interior walls as is necessary to maintain the building in reasonable good condition and appearance, and to make all changes and additions required by reason of any laws, ordinances, orders or regulations of any municipality, county, state or other public authorities, including the furnishing or required sanitary facilities; and that should Lessor fail to make any of such repairs, replacements, painting, papering or tinting, or changes, within thirty days after written notice from Lessee of the necessity therefor, Lessee may, at its option, make the same and deduct the cost thereof from the rent next or at any time thereafter accruing, or Lessee may quit and surrender possession of the premises without further liability to Lessee hereunder.

Lessee may make, from time to time, such interior changes, alterations, additions and improvements in, on, or to the said premises as will, in the judgment of Lessee, better adapt the same to the purposes of its business. All fixtures added and improvements made in, on, or to such premises by Lessee shall be at its own expense. Removable fixtures shall remain the property of Lessee and at its option may be removed therefrom at the expiration of the term or terms of this lease. Upon the termination of this lease, Lessee shall deliver possession of the leased premises to Lessor as changed or altered in the same condition as received or as changed or altered, ordinary wear, tear and deterioration and damage by the elements or unavoidable casualty excepted.

Lessee shall have the right to insure and keep insured at its own cost, its interest in the said premises to the extent of the cost of any interior changes, additions, alterations or improvements made by it thereon, and to collect the amount of any such insurance in the event of damage to or destruction of said additions, alterations or improvements during the term of this lease by any cause covered by such insurance; provided that such insurance shall not extend beyond the date of the termination of this lease.

Lessor shall pay all taxes, special assessments and public charges levied against said premises, payable during the term of this lease.

If the rent hereunder shall remain due and unpaid for ten (10) days after written notice from Lessor to Lessee, Lessor shall have the right to re-enter said premises and to remove all persons therefrom. Lessor covenants that Lessee, upon paying the rent in the manner herein provided, and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy said premises for the term aforesaid.

Should said premises or any part thereof be destroyed by fire or otherwise rendered untenable, the rent payable hereunder shall abate from the date of such destruction or injury in the proportion that the premises so rendered untenable bears to the entire premises, and all advance payments of rents, if any, covering periods subsequent to the date of such destruction or injury, shall be promptly refunded to Lessee, in the proportion aforesaid. Should a substantial part or the whole of the premises be so destroyed or rendered untenable, Lessee may at its option quit and surrender possession of said premises hereby leased, or may, if it shall so desire, upon the completion of the repairs or restoration of said building, re-occupy the premises upon the terms and conditions herein set forth, the rent to commence from the date of such re-occupation.

Lessee shall have the right to renew this lease, upon the same terms and conditions, for a further period of two (2) years from the date of the expiration of the primary term hereof, by giving written