

This indenture, made and entered into this eighteenth day of August in the year one thousand nine hundred and forty-nine Between

SEP 13 2 44 PM 1949

FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION

of the City of Greenville, in the County of Greenville and State of South Carolina, hereinafter called the "Landlord" and The Prudential Insurance Company of America, a corporation organized under the laws of the State of New Jersey, and having its principal office in the City of Newark, County of Essex, and State of New Jersey, hereinafter called the "Tenant".

Witnesseth: That the Landlord has let and rented, and by these presents does let and rent, unto the Tenant, for the term of five years from the first day of January in the year 1950 and ending the first day of January in the year 1955 the premises as follows: Certain office space comprising approximately 1490 sq. ft. of floor space, on the 2nd floor of the Fidelity Federal Building, located at 202 So. Main Street, corner of West Court Street, Greenville, South Carolina.

And the Tenant does covenant and agree to pay the Landlord as rent for the said premises the sum of - - - THIRTY SEVEN HUNDRED TWENTY FIVE and 04/100 - - - dollars per annum payable in equal monthly instalments of - - Three Hundred Ten Dollars and Forty-two cents that it will use and occupy the said premises as the office of a life insurance company, and not for any other purpose; that it will not sublet the said premises or any part thereof, nor assign this lease, without the consent of the Landlord; and that it will, at the expiration of said term, surrender the said premises in as good condition as the same now are, ordinary wear and tear and damage by the elements or from other unavoidable cause excepted.

For the rental above specified the Landlord also agrees to furnish the following services: Heat, electricity for lighting and other office uses, together with bulbs sufficient to give adequate light; hot and cold water, elevator service; window cleaning; adequate and clean lavatories and toilets; and janitor service for the premises, including the halls and stairways giving access thereto, also paper towels, toilet tissue and asphalt tile floor covering.

The Landlord shall, at its own expense, arrange the demised premises in accordance with specifications dated July 27, 1949 labeled Schedules A and E and diagrams labeled Schedules B, C and D, identified by endorsement of the parties hereto.



The Landlord further agrees that during the term herein provided or any renewal or extension thereof, no portion of said building containing the leased premises shall be used for manufacturing or other purpose rendering it unsuitable, for the location of an insurance company's office. Landlord agrees to make such repairs and redecoration of the leased premises as may be necessary during the leasehold period.

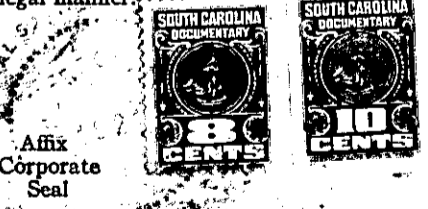
It is expressly agreed that the Tenant may securely attach to the premises, with screws or otherwise, and may maintain for its use during the continuance of this lease or any renewals or extensions thereof, such desks, fixtures, counters, grilles, partitions, shelving, safes or other articles as may be convenient for the conduct of its business. It is also agreed that all such fixtures and equipment installed by the Tenant shall remain the property of the Tenant, and the same may be removed by it at, or prior to, the expiration of this lease or any renewal or extension thereof.

In case of the destruction of the building containing the leased premises or of the premises themselves by fire or the elements, either during the term hereby created or prior thereto, or during any renewal or extension period, or in case of such partial destruction thereof as to render the premises wholly untenable and unfit for occupancy, or in case the premises should be so badly damaged that they cannot be repaired within sixty days after the happening of such damage, then and in any such event, the term shall, at the Tenant's option, cease and determine as of the date of such damage or destruction, and the Tenant, having exercised its option, shall be required to pay rent only to the date of such damage or destruction; provided, however, that should the said premises be capable of restoration to their previous good tenable condition within sixty days from the happening of such damage, the Landlord may enter and repair the same with all reasonable speed, but no rent shall accrue after said damage until such time as the repairs shall have been completed. Unreasonable delay on the part of the Landlord in commencing or carrying forward repairs in a case in which the premises are capable of such restoration within sixty days, shall entitle the Tenant to declare the lease terminated as of the date of the happening of such damage.

This lease embodies the entire agreement between the parties. There are no promises, terms, conditions or obligations referring to the subject-matter, other than those contained herein. There may be no modification of this lease, except in writing, executed with the same formalities as this lease.

It is expressly understood and agreed that at the expiration of this lease the Tenant shall have options of two extensions of its tenancy for two years each, on the same terms and conditions as herein contained.

In Witness Whereof the Landlord and the Tenant have duly executed these presents in proper legal manner.....



Affix Corporate Seal

In presence of: *Richard J. Fiel*  
*Harold B. Lodie*  
*Ruth S. Whitlock*

CDP:HCH  
Witness: *Carl S. Parr*  
*Harold B. Hasenzahl*



If a corporation, Landlord sign here:  
FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION

By: *[Signature]* PRESIDENT  
By: *[Signature]* SECRETARY

If an individual, Landlord sign here: (LS)

The Prudential Insurance Company of America,  
By: *[Signature]* VICE-PRESIDENT  
Assistant Secretary