

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.

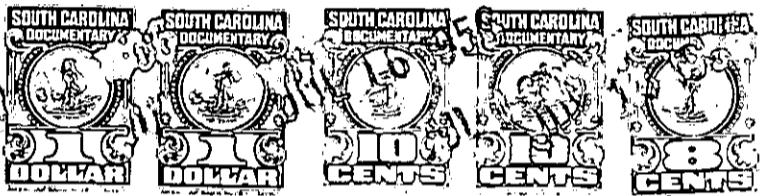
Lessee shall have the right to insure and keep insured at its own cost, its interest in the said premises to the extent of the cost of any interior changes, additions, alterations or improvements made by it thereon, and to collect the amount of any such insurance in the event of damage to or destruction 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 One (1) years from the date of the expiration of the primary term hereof, by giving written notice of its intention so to renew not less than Thirty (30) days before the expiration of said primary term.



In Witness Whereof, the parties hereto have executed this lease in duplicate the day and year first above written.

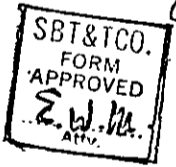
CAINE REALTY COMPANY, AGENT FOR CALHOUN TOWERS, INC.

Signed, sealed and delivered by Lessor in the presence of

*Franklin W. Caine* (L.S.)

*Calvin F. Jeague*  
*Mary H. Shaw*

(L.S.)



SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY,

By *J. M. Messer* Vice President and General Manager  
*G. H. Stuber* Vice President  
Secretary.

Signed, sealed and delivered by Lessee in the presence of

*W. S. Bastick*  
*M. H. Derrick*