

Lease

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GREEN GATE OFFICE PARK  
GREENVILLE, SOUTH CAROLINA

S. C.  
1979  
JULY

THIS LEASE AGREEMENT, made this

17<sup>th</sup>

day of

July

1979

WITNESSETH: Green Gate Investment Company, Inc., a South Carolina corporation, hereafter called the Lessor, hereby leases to

Southern Bell Telephone and Telegraph Company a Corporation of the State of New York, having its principal offices in

the city of Atlanta, Georgia hereafter called the Lessee, the premises located in the building at Green Gate Office Park, Greenville, Greenville County, South Carolina, described as follows:

Suite 500, Building No. 5, consisting of approximately 5,773 square feet.

TO HAVE AND TO HOLD for the term of 2 1/2 years beginning on the 1st day of June 19 79 and ending on the 30th day of November 19 81 unless the term hereby demised shall be sooner terminated as hereinafter provided, and subject to the conditions and for the consideration hereinafter stated.

ONE: Rent. That the Lessee shall pay as rent for the Demised Premises the sum of \$36,774.01 per annum payable each

and every month in advance in the amount of \$3,064.50. All payments shall be due on the first (1st) day of each month at the office of Lessor or to such agent and at such places as Lessor shall designate.

See paragraph 1A below.

As additional rent, Lessee shall pay its proportionate part of any increases in ad valorem taxes assessed by the City and/or County of Greenville, South Carolina, reasonably allocable to the real estate and improvements of which the Demised Premises and the building in which the Demised Premises are located are a part, during the preceding calendar year over the ad valorem taxes assessed and paid during the calendar year immediately prior to the calendar year in which the term of this Lease commenced or the first calendar year in which the building was completed and ready for occupancy by Lessee, and in which taxes had been assessed. Tax increases shall be the result of assessment and/or millage increases by the governmental authority in control. The Lessee's proportionate part of the increases shall be a fraction, the numerator of which is the number of square feet of floor area in the Demised Premises herein described and the denominator of which is the total number of rentable square feet of floor area in the building of which the Demised Premises are a part, which Lessor and Lessee hereby acknowledge to be 107,260 square feet. Lessee shall provide evidence of such increases to the Lessor and the additional rent shall be added to the annual rent and paid monthly as heretofore provided.

As additional rent, Lessee shall pay its proportionate share of any increases in the cost of utilities to the Demised Premises and the building in which the Demised Premises are located during the preceding calendar year over the cost of utilities during the calendar year immediately prior to the calendar year in which the term of this Lease commenced or the first calendar year in which the building was completed and ready for occupancy by Lessee during the entire year. Utilities shall include but not be limited to electricity, water, and sewer charges. The Lessee's proportionate part of the increases in cost of utilities shall be calculated the same as increases in ad valorem taxes and paid in the same manner.

TWO: Use. Lessee shall use and occupy the Demised Premises for office purposes and no other purpose. See paragraph 3A below.

THREE: Lessee's Repairs. Lessee shall at its own expense keep the Demised Premises in good repair and tenable condition during the term of this Lease and shall repair at his own expense all tenant improvements and replace at his own expense any and all broken glass in and about the Demised Premises with glass of the same size and quality, including all signs thereon. If Lessee fails to make proper repairs or replacements, Lessor, at his option, may make such repairs or replacements at Lessee's expense, and the amount expended by Lessor shall be immediately due and payable in full as additional rental hereunder.

FOUR: Alterations. Lessee shall make no installations, alterations, additions or improvements to the Demised Premises without submitting plans and specifications to Lessor and securing Lessor's advance written consent in each instance. Such work shall be done at Lessee's sole expense by employees of or contractors employed by Lessee or, with Lessor's consent in writing given prior to letting of contract, by contractors employed by Lessor or, with Lessor's consent in writing given prior to letting of contract, by contractors employed by Lessee and subject to conditions Lessor may impose. Lessee shall, before making any installations, alterations, additions or improvements at its expense, obtain all permits, approvals, and certificates required by any governmental body or agency and certificates of final approval thereof and shall deliver promptly duplicates of all such permits, approvals, and certificates to Lessor. Lessee agrees to carry or cause Lessee's contractors to carry such workmen's compensation, general liability, personal and property damage insurance as Lessor may require. Lessee agrees to obtain and deliver to Lessor written and unconditional waivers of mechanic's liens upon the real property in which the Demised Premises are located for all work, labor, and service to be performed and materials to be furnished in connection with such work, signed by all contractors, subcontractors, materialmen, and laborers involved in such work. In the event any mechanic's lien is filed against the Demised Premises or the real property of which the same forms a part for work claimed to have been done or materials furnished to Lessee, the same shall be discharged by Lessee within ten (10) days thereafter, at Lessee's expense, by filing the required bond. All such installations, alterations, additions or improvements shall, at Lessor's option, remain on the premises as property of the Lessor without compensation to Lessee, or shall be removed therefrom and the premises restored to its original condition at the expense of Lessee.

FIVE: Assignment and Subletting. Lessee shall not assign nor permit an assignment by operation of law of this Lease or any interest hereunder nor sublet or suffer or permit the Demised Premises or any part thereof to be used by any party other than the Lessee, without, in each instance, first obtaining the written consent of the Lessor, which consent shall not be unreasonably withheld. In no event shall any assignment or subletting relieve the Lessee of any of the covenants and obligations imposed upon Lessee in this Lease, unless the Lessor specifically grants such relief in addition to the Lessor consenting the assignment or subletting. A consent by Lessor shall not be a consent to a subsequent assignment or sublease. An unauthorized assignment, sublease, or license to occupy by Lessee shall be void and shall terminate the Lease at the option of Lessor.

SIX: Air Conditioning and Electrical Equipment. Lessee shall not install or connect any air conditioning equipment, electrical or other equipment

electrical, gas or water appliance or equipment other than in overriders, and other small business machines. Lessee shall not install or connect any equipment or machinery to the Demised Premises or to the building in which the Demised Premises are located without first securing Lessor's written consent. Such consent is obtained, Lessee shall promptly pay, at the rates prevailing in the area in which the Demised Premises are located, for the gas, electricity or water used for the operation of any such equipment, in addition to the rental provided in this Lease. Lessee shall have the right to require Lessee to restore the Demised Premises to the condition existing prior to the installation of any such equipment, including the removal of any ducts, wiring, piping and to fasten, repair and replacement of all damage caused by the installation and operation of such equipment, except that if damage in default hereunder, Lessee shall have the option to repair any such damage and all ducts, wiring, piping and so forth, and the right to require the delivery of the Demised Premises to the condition at which it was in the result of the installation of such equipment, ducts, wiring, piping and so forth.

SEVEN: Hazardous Material. Lessee shall not use or permit to be brought into the Demised Premises or the Real Estate any inflammatory or explosive substance or other article deemed hazardous to person or property, nor shall Lessee do or permit to be done any act or thing which will invalidate or be in conflict with fire or other insurance policies covering the Building or the operation thereof, or the Demised Premises, or any part of either. Lessee shall not do or permit to be done anything in or upon the Demised Premises or bring to keep anything therein which shall not comply with all rules, orders, regulations or requirements of the Board of Fire Underwriters or any similar organization (Lessee shall at all times comply with all such rules, orders, regulations or requirements), or which shall increase the insurance premiums or the rate of insurance on the Building, its appurtenances or contents. If by reason of the failure of Lessee to comply with the provisions of this paragraph or of other provisions of this Lease, or by reason of Lessee's use or occupancy of the Demised Premises, any insurance premium shall at any time be increased, Lessee shall reimburse Lessor for all such increase in premium; provided, however, that receipt of such reimbursement from Lessee shall not be deemed a waiver of Lessee's default under this paragraph, and Lessor shall not be estopped from enforcing his other remedies against Lessee on account of such default.

EIGHT: Insolvency or Bankruptcy. Lessee agrees that (a) the appointment of a receiver to take possession of all or substantially all of the assets of Lessee, or of the Demised Premises, (b) an assignment by Lessee for the benefit of creditors, (c) a transfer in fraud of creditors, or (d) any action taken or suffered by Lessee under any insolvency, bankruptcy, reorganization act or other debtor relief proceeding, shall constitute a breach of this Lease by Lessee. Upon the happening of any such event, Lessee shall be deemed to be in default hereunder. In no event shall this Lease be assigned or assignable by operation of law or by or in voluntary or involuntary bankruptcy or other debtor's relief proceedings or otherwise and in no event shall this Lease or any rights or privileges hereunder be an asset of Lessee under any bankruptcy, insolvency, reorganization proceedings or other debtor's relief proceedings.

NINE: Default. Lessee shall be deemed to be in default if Lessee (a) breaches this Lease or defaults in the performance of any of the covenants herein contained; (b) fails to pay when due any rental or other sum owing under this Lease; or (c) abandons or vacates all or any part of the Demised Premises. Upon default, the Lessor may, at his option, at once without notice to the Lessee terminate this Lease and upon the termination, the Lessee shall at once surrender possession of the Demised Premises to the Lessor and remove all effects therefrom, returning the Demised Premises to the Lessor in as good condition as when received, less by ordinary wear and tear excepted, and if such possession is not immediately surrendered, the Lessor may re-enter and take possession of the Demised Premises and remove all persons and effects therefrom, using such force as may be necessary without being guilty of any trespass or forcible entry or retainer.

TEN: Waiver of Notice. Lessee expressly waives the service of any notice of intention to terminate this Lease or to re-enter the premises, and waives the service of any demand for payment of rent or the performance of any other covenant or provision of this Lease requiring performance by Lessee, and waives the service of any other notice or demand prescribed by any statute or other law applicable to the Demised Premises and agrees that the simple breach of any of the covenants herein shall, without the service of any notice or demand, constitute a forfeiture in favor of the Lessor of the Demised Premises, within the meaning of the statutes of the state in which the Demised Premises are located.

ELEVEN: Acceptance of Rent After Termination. No receipt of monies by the Lessor from the Lessee after the termination of this Lease or the giving of any notice of an intention to terminate shall reinstate, continue or extend the term of this Lease or affect any notice given to Lessee prior to the receipt of such money, it being specifically agreed that after service of a notice of the commencement of a suit or after any judgement for possession of the Demised Premises, the Lessor may receive and collect any rent due and the payment thereof shall not waive or affect the notice, suit or judgement.

TWELVE: Retelling by Lessor. In the event of a default by the Lessee under Paragraph 12 above, the Lessor may, with or without terminating this Lease (at Lessor's option), enter into the Demised Premises, remove the Lessee's property and signs therefrom and retel the same as Lessor (or for the account of the Lessee) for such rent and upon terms as shall be satisfactory to the Lessor, in his sole discretion, without such re-entry involving a forfeiture of the rents to be paid and the covenants to be performed by the Lessee during the full term of this Lease and for the purpose of such retelling the Lessor is authorized to make any repairs, changes, alterations and additions in or on the Demised Premises that may be necessary

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