This Indenture, made and entered into this 1st day of June 1956

by and between Caine Realty Company, Agent for Calhoun Towers, Inc.

of the County of Greenville , State of South Carolina

hereinafter called Lessor, party of the first part, and the Southern Bell Telephone and Telegraph Company, 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 (Karkak) of Greenville

State of South Carolina , to-wit: 1,050 square feet of floor space in the Mezzanine Apartments D and C of the Calhoun Towers at 415 North Main Street, Greenville, South Carolina.

Lessor will furnish heat, lights, water, air conditioning and janitor service at no additional cost to the Lessee

Annual Rental - \$2,820 Annual Square Foot Cost - \$2.68

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 a term of Two (2)

beginning on the First (1) day of July

1956, and ending

on the Thirtieth (30) day of June 1958, at an annual rental of Two Thousand Eight Hundred and Twenty (\$2,820.00) 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 reasonably 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 of 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 Lessor 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

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