State Carolina, County of Greenville.

This Indinture made and entered into this the 28th day of February, 1935, by and between the Estate of D. D. Davenport, by Peoples National Bank of Greenville, Executor, of the above State and county, party of the first part, hereafter called the "Lessor", and Southern Public Utilities Company, a corporation organized and existing under the laws of the State of Maine, party of the second part, hereafter called the "Lessee," Witnesseth:

That for and in consideration of the monthly rental of Fifty (\$50.00) Dollars, payable at the end of each and every month during the term of this lease, the Lessor hereby lets, leases and demises to the lessee, its successors and assigns, the first floor and basement of the building of the D. D. Davenport Estate, known as the First National Bank Building located at the corner of Trade and Randall Streets in Greer, South Carolina facing 28 feet on Trade Street and extending back with that width for a distance of 100 feet along Randall Street, together with garage space of 25 x 30 feet in the rear of said building, which is known as No. 27, East Randall Street. The term of the leaso shall begin on March 1st, 1935, and shall expire on March 1st, 1940, unless extended, as hereinafter provided.

The Lessor agrees to change the front of the leased premises to conform to sketch hereto fore made, to replace the present floor in the premises with a new Oak floor to put in a metal ceiling, and to do all necessary painting, all as has heretofore been agreed upon between said parties, and that said work shall be completed on or before the 1st day of March, 1935.

During the term of this lease the Lessor shall keep the roof and exterior of the buildings upon the leased premises in good and sound condition.

The Lessee agrees to pay the rental herein provided for at the end of each and every menth during the term of this lease, and to deliver up possession of the said premises to the Lessor, its successors or assigns, at the termination of this lease, or any extension or renewal thereof, in as good condition as same now are, reasonable wear, fire and other casualty excepted.

The Lessee shall have the right at its own expense to make such changes in the interior of the buildings upon the leased premises as it may desire, and shail have the right at the termination of this lease, or any extension or renewal thereof, or at any time prior thereto, to remove from the leased premises any and all fixtures, furniture, equipment and other property which it may have placed thereon, provided the interior of the buildings are left in as good condition as the same now are, reasonable wear, fire and other casualty excepted.

In the event of damage to the leased premises by fire or other causalty, the Lessor shall proceed at once to repair and replace the same; if the damage is such as not to substantially or unreasonably interfere with the use of the premises by the Lessee, the rent to be paid shall be abated to the extent that the premises can not be satisfactorily occupied by the Lessee until such damage is repaired by the Lessor. Should the leased premises be destroyed or damaged to the extent that same can not be satisfactorily occupied by the Lessee in its opinion, the Lessee small not be required to pay said rental from the time said destruction or damage occurs until the premises shall be repaired or replaced in a manner satisfactory to the Lessee; and in the event of such destruction or damage, eitner party may, by written notice to the other party within ten days from the date of such destruction or damage, cancel this lease.

Upon the expiration of the five-year term of this lease, as hereinabove provided, the Lessee shall have the right to renew this lease for an additional term of three years upon the same terms and conditions as herein provided, with the exception that the rental to be paid shall be Sixty (\$60.00) nollars per month. This option may be exercised by the Lessee by giving written notice thereof to the Lessor at least 60 days prior to the expiration of the five-year term.

This agreement is and shall be binding upon the parties hereto, their successors and assigns.

The Lessor covenants and agrees with the Lessee, its successors and assigns, that the Lessor has fully authority to execute this lease and that the Lesses shall have peaceably possession of the leased premises during the term hereof and any renewal or extension of same.

In witness whereof, the parties hereto have executed this instrument in duplicate and have hereunto set their hands and seals, this the day and year first above written. Estate of D. D. Davenport, by Peoples National W. L. Patton. Cashier.

Bank of Greenville, Executor. BY: Wm. C. Beacham, President.

(OVER)