by and between W & T Corporation 1. 11 11

of the County of Richland

, Stafe 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 (Kardsh) of Greenville

Annual Rental (17,500.00 Annual Square Post Cost 69 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 the term of

Ten (10)

years

beginning on the First (1st) day of

August

19 55, and ending

on the Thirty-first (31st) day of

July

1965, at an annual rental of

Seventeen thousand and five hundred (\$17,500.00) 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 appainting; paper ingeresting metalthetine wealk 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 of metalting, 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 Lessee 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 at its option may be re-