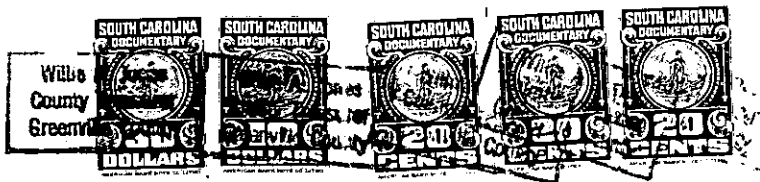**This Indenture,** made and entered into this 30th day of September , 19 69 ,

by and between   REAL ESTATE FUND, 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, a corporation organized and existing under and by virtue of the laws of the State of New York and having its principal office and place of business in the City of Atlanta, Georgia, 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   Fountain Inn   , County XXXXXXX of   Greenville   , State of

South Carolina   , to-wit: A one-story brick building with outside dimensions of 109 feet by 22 feet 2 inches located on a lot on the north side of Weston Street beginning at a point on the north side of Weston Street 340 feet west of East Trade Street and extending westward 40 feet, thence northward 210 feet, thence eastward 40 feet, thence southward 210 feet, to the point of beginning as shown on the plans and specifications hereto attached and made a part of this lease. This lease covers both the said building and the said lot.

It is mutually agreed and understood that this lease cancels and supersedes as of   October 1, 1969   that lease entered into by and between C. A. Parsons and the Southern Bell Telephone and Telegraph Company dated December 22, 1959.

for use as a   Dial Office   or for the general transaction

of business to HAVE AND TO HOLD the same for a term of   Ten (10)   years

beginning on the   First (1st)   day of   October   , 19 69 , and ending

on the Thirtieth (30th)   day of   September   , 1979 , at an annual rental of

Ten Thousand One Hundred Forty-Four and 56/100---Dollars ($ 10,144.56   ) payable in equal

monthly installments of Eight Hundred Forty-Five and 38/100--------Dollars ($ 845.38   )

during the term hereof.

<div align="center">(Continued on next page)</div>