

Lease No.: D017A050-1227
Greenville, SC

30 day of September 1939; AND PROVIDED FURTHER, that adequate appropriations are available from year to year for the payment of rentals, and if unavailable, this lease is immediately terminable at Lessor's option.

3. The Government shall pay the Lessor rental for the premises in the amount of One and No/100 Dollars (\$1.00) for the initial term of the lease and renewals thereof, the receipt and sufficiency of which are hereby acknowledged.

4. Either party may terminate this lease, in whole or in part, at any time by giving at least 30 days notice in writing to the other party, and no rental shall accrue after the effective date of termination. Said notice shall be sent by certified or registered mail.

5. It is hereby agreed between the parties that, upon the termination of its occupancy, the Government shall have obligation to restore and/or rehabilitate the property which is the subject matter of this lease to its condition at the time the lease was signed, excepting ordinary wear and tear, at no expense to the Lessor.

6. The Lessor grants the Government the right to install, at Government expense, the necessary equipment as depicted on FAA Drawings SO-D-2739-2 and 3 for the proper operation of the Television Microwave Link (TML).

7. The Lessor shall install at Government expense not to exceed \$15,000.00 the T.O. as specified in FAA Drawings SO-D-2739-2 and 3.

8. The Lessor grants the Government access to the TML for maintenance purposes 24 hours a day, 7 days a week, on the condition that the Government personnel will comply with the Lessor's safety and security regulations, and the Government's access will not interfere with Lessor's operations.

9. The electrical power used for the operation of the TML shall be separately metered at Government expense. Billing and payments shall be directly between the Duke Power Company and the Government.

10. The Government shall indemnify and save harmless the Lessor for and against all claims for compensatory money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the Government while acting within the scope of his office or employment under circumstances where the Government, if a private person, would be liable in accordance with the law of the place where the act or omission occurred. The foregoing indemnity shall not extend to claims based upon acts or omissions of the Government's employees for which the Government would not be liable under the Federal Tort Claims Act of 1945 (28 USC 1346 et seq) as now or hereafter amended. The Lessor shall furnish the Government with reasonable notice of any claims made against the Government.

1950

4325 RV-2