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STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FIRST AMENDMENT TO LEASE

AGREEMENT made this Lineth (9th) day of September, 1982, between James H. Benson, Jr., of the County of Greenville, State of South Carolina, hereinafter called Lessor, party of the first part, and Southern Bell Telephone and Telegraph Company, hereinafter called Lessee, party of the second part:

WHEREAS, by Lease dated December 8, 1977, Lessor leased to Lessee certain premises located at the intersection of West Poinsett Street and Memorial Drive, Greer, South Carolina; and

WHEREAS, Lessor and Lessee desire to amend said lease to change certain terms and conditions of said Lease;

NOW, THEREFORE, it is agreed that upon execution of this agreement the term of this Lease will be extended for a term of one (1) year beyond the expiration of the original primary term which is scheduled to expire on November 30, 1982, under the same terms and conditions as the said original Lease except as herein amended.

rate shall increase to Fifteen Thousand Sixthen Sixthen Life 8 15, 600 5 19 per annum payable in monthly installments of trusteen Him Cash & March 1982 of the state of the st (\$1,30000) during the term hereof.

It is further agreed that upon execution of this Agreement that Paragraph 1 of ADDENDUM #1 be amended to read that "Except that Lessor shall pay all taxes at the best possible rate and shall pay all public charges and special assessments levied against the leased premises, payable during the term of this Lease. Lessee shall then reimburse Lessor as additional rent, upon proof of payment, all city and county ad valorem taxes during the term hereof which is understood to be for the calendar years of 1982 and 1983."

It is further understood that Paragraph 13 of the original Lease Agreement be deleted.

COLONIEL MARKETA