Should a substantial part or the whole of the premises be so destroyed or rendered untenantable, Lessee may at its option quit and surrender possession of said premises hereby leased, or may, if it shall so desire, upon the completion of the repairs or restoration of said building, re-occupy the premises upon the terms and conditions herein set forth, the rent to commence from the date of such re-occupation.

10. In no event shall Lessee be liable for destruction or injury by fire to said premises, including the building in its entirety, its fixtures, appurtenances or contents, or any part thereof, which occurs during the term of this Lease or any extension thereof, unless the same results directly from willful acts or willful misconduct on the part of the Lessee, its servants or agents acting in the line and scope of employment; and in consideration of the covenants and conditions contained herein, Lessor for itself, its tenants, successors, subrogees and assigns, does hereby release and relieve of liability the Lessee for destruction and injury by fire of the premises, including the building in its entirety, its fixtures, appurtenances or contents, or any part thereof, arising out of its occupancy or use of the premises under the terms of this Lease Agreement, including careless or negligent acts or omissions of the Lessee, its servants, employees, or agents, except where said destruction or injury is caused by the willful acts of the Lessee, its servants or agents acting in the line and scope of employment; and the Lessor does hereby agree to indemnify and save harmless the Lessee from all loss, injury, or liability on account of any sums of money which Lessee may be required to pay on account of any liability or damage by reason of destruction or injury by fire of said premises, building, fixtures, appurtenances or contents which occurs during the term of this Lease or any extension thereof.

11. This Lease shall bind and inure to the benefit of the heirs, legal representatives, successors or assigns of the parties hereto.

12. Lessor agrees that Lessee may sublet said premises or assign the same or any portion of its right under this Lease.

~~Lessee shall have the right to renew this Lease, upon the same terms and conditions, for a further period of years from the date of the expiration of the primary term hereof, by giving written notice of its intention so to renew not less than days before the expiration of said primary term. Lessee shall have the right to renew this Lease upon the same terms and conditions, for a further period of years from the date of the expiration of the first option term hereof, by giving written notice of its intention so to renew not less than days before the expiration of said first option term.~~

In Witness Whereof, the parties hereto have executed this lease in duplicate the day and year first above written.

REAL ESTATE FUND, INC.

By: Robert Garrett (L.S.)
Executive Vice-President

Stewart H. Barnett (L.S.)
Ass't Sec-Trea.

Signed, sealed and delivered by Lessor in the presence of

Shirley M. Hallope
Ruth Barnett

(L.S.)
(L.S.)
(L.S.)
(L.S.)

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

By [signature] Vice President and General Manager

ATTEST: Julia H Goza Assistant Secretary

Signed, sealed and delivered by Lessee in the presence of

Miriam Alexine
Faye Harris

APPROVED GENERAL ATTORNEY

(Continued on next page)