FIFTH AMENDMENT TO LEASE AGREEMENT

This FIFTH AMENDMENT TO LEASE AGREEMENT (the "Fifth Amendment") is entered into this 20th day of June, 2023 between Harriman Rentals, Inc. ("Landlord") and BellSouth Telecommunications, LLC ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant (or their predecessors in interest) entered into a Lease Agreement dated on or about February 26, 2001 (the "Lease") for the lease of certain premises (the "Premises"), located at 325 Fairchild Street, in the City of Harriman, County of Roane, State of Tennessee; and

WHEREAS, the Lease was previously amended pursuant to the Amendment of Lease dated December 29, 2005; and

WHEREAS, the Lease was further amended pursuant to the Second Amendment to Lease Agreement for Extension of Term dated October 18, 2010; and

WHEREAS, the Lease was further amended pursuant to the Third Amendment to Lease Agreement for Extension of Term dated December 8, 2015; and

WHEREAS, the Lease was further amended pursuant to the Fourth Amendment to Lease Agreement dated July 27, 2020; and

WHEREAS, Landlord and Tenant desire to extend the term of the Lease; and

WHEREAS, Landlord and Tenant have agreed that the Lease shall be amended as set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** Except as is otherwise defined herein all defined terms and terms of art hereinafter set forth in this Fifth Amendment shall have the same meaning as and when such terms of art and defined terms are used in the Lease.

2. **Extended Term.** The current Lease Term expires on December 31, 2023. The Lease Term is hereby extended for a period of five (5) years commencing on January 1, 2024 and ending on December 31, 2028 (the "Extended Term").

3. **Rent.** Tenant's Rent during the Extended Term shall be as follows, due and payable in the manner otherwise provided in the Lease:

Extended Term	Annual Rent	Monthly Rent
January – December, 2024	$29,376.00	$2,448.00
January – December, 2025	$29,963.52	$2,496.96
January – December, 2026	$30,562.80	$2,546.90
January – December, 2027	$31,174.08	$2,597.84
January – December, 2028	$31,797.48	$2,649.79

4. **Renewal Option.** Tenant shall have the option (the "Renewal Option") to further extend the Lease Term for an additional period of five (5) years (the "Renewal Term"). In order for Tenant to exercise the Renewal Option Tenant must give Landlord written notice of its election to extend no later than August 31, 2028. The Renewal Option shall be on all of the same terms and conditions of the Lease, as amended hereby, with the exception that the Rent during the Renewal Term shall be as follows:

Renewal Term	Annual Rent	Monthly Rent
January – December, 2029	$32,433.48	$2,702.79
January – December, 2030	$33,082.20	$2,756.85
January – December, 2031	$33,743.76	$2,811.98
January – December, 2032	$34,418.64	$2,868.22
January – December, 2033	$35,107.08	$2,925.59

Except as set forth in this Article 4, any provision in the Lease related to or providing for renewal or extension options is hereby deleted and of no further force or effect.

5. **Termination Option.** Tenant shall have the right to terminate this Lease effective on December 31, 2026 (the "Termination Effective Date") upon written notice to Landlord no later than August 31, 2026 and payment of an early termination fee to Landlord in the amount of Seven Thousand Seven Hundred Ninety Three and 52/100 Dollars ($7,793.52) on or before the Termination Effective Date, whereupon this Lease shall terminate on the Termination Effective Date and neither party shall have any further duties or liabilities hereunder (except as is set forth herein).

In the event that Tenant exercises the Renewal Option as provided for in Article 4 herein, Tenant shall have the right to terminate this Lease effective on December 31, 2031 (the "Second Termination Effective Date") upon written notice to Landlord no later than August 31, 2031 and payment of an early termination fee to Landlord in the amount of Eight Thousand Six Hundred Four and 66/100 Dollars ($8,604.66) on or before the Second Termination Effective Date, whereupon this Lease shall terminate on the Second Termination Effective Date and neither party shall have any further duties or liabilities hereunder (except as is set forth herein).

6. **No Litigation or condemnation, third party consents.** Landlord represents and warrants that there is no litigation or other proceedings pending or threatened affecting title to the Premises or the permitted uses of the Premises. Landlord represents and warrants that Landlord has received no actual or constructive notice of any condemnation or eminent domain proceedings or negotiations for the purchase of the Premises, or any part, in lieu of condemnation, no proceedings have been threatened in connection with the Premises or any part of the Premises, and Landlord is not aware of any information that any condemnation or eminent domain is being or has been publicly discussed. Landlord represents and warrants that it has the authority to execute this Fifth Amendment, and Landlord has obtained any third party consents, including lender consents, which may be required.

7. **Brokerage.** The Tenant represents that the Tenant has dealt with CBRE, Inc. ("Tenant's Broker") as its broker in connection with this Fifth Amendment, and that insofar as the Tenant knows no other broker negotiated this Fifth Amendment or is entitled to any commission in connection therewith. Landlord will be responsible for payment of a commission to Tenant's Broker in the amount of two percent (2%) of the total Rent payable during the Extended Term, said commission to be payable in full on or before January 1, 2024.

This Fifth Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Fifth Amendment may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument. Such counterparts may be transmitted electronically, and any such electronically transmitted counterparts shall be deemed to be an original executed counterpart. To the extent any terms of this Fifth Amendment conflict with any terms of the Lease, the terms of this Fifth Amendment shall control. Except as expressly set forth in this Fifth Amendment and in any prior amendments referenced above, the Lease otherwise is unmodified, remains in full force and effect and incorporated and restated herein as if fully set forth at length.

IN WITNESS WHEREOF, the parties have duly executed this Fifth Amendment effective on the date first set forth above.

LANDLORD	TENANT
Harriman Rentals, Inc.	**BellSouth Telecommunications, LLC**
By:	By:
Name: Chris Maxwell	Name: Kimberly Perry
Title: President	Its: Authorized Signatory
Date: As Of 6-20-23	Date: June 20, 2023

FOURTH AMENDMENT TO LEASE AGREEMENT

This FOURTH AMENDMENT TO LEASE AGREEMENT (the "Fourth Amendment") is entered into this 27th day of July 2020 between Harriman Rentals, Inc. ("Landlord") and BellSouth Telecommunications, LLC. ("Tenant").

WITNESSETH:

WHEREAS, Lease Agreement dated 2001, as amended by that certain Amendment of Lease dated December 29, 2005, as amended by that certain Second Amendment of Lease dated October 18, 2010, as amended by that certain Third Amendment to Lease Agreement for Extension of Term dated December 8, 2015 (collectively, the "Lease") for that certain 1,504 square feet premises located at 325 Fairchild Street, Harriman, TN (the "Premises"); and

WHEREAS, the Lease is set to expire on December 31, 2020; and

WHEREAS, Tenant and Landlord wish to extend the term of the Lease; and

WHEREAS, Landlord and Tenant have agreed that the Lease shall be amended as set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** Except as is otherwise defined herein, all defined terms and terms of art hereinafter set forth in this Fourth Amendment shall have the same meaning as used in the Lease.

2. **Extended Term.** The Lease is hereby extended for a period of three (3) years commencing on January 1, 2021 and ending on December 31, 2023 (the "Extended Term").

3. **Fixed Rent.** Tenant's Rent during the Extended Term shall be **$2,400.00** per month for the Extended Term.

4. **Extension Option.** Tenant shall have two 5-year options to renew the Lease upon six (6) months prior written notice to Lessor (each an "Extension Option"). Rent during the Extension Option shall be market rates, which shall be decided upon the procedure as stated in Section 4 of the Third Amendment of Long Form Lease dated December 8, 2015

5. **Ratification and Affirmation:** Except as hereby amended, the Lease shall remain unmodified and in full force and effect. Tenant affirms and Landlord acknowledges that there exists no default or condition, state of facts or event that, with the passing of time or the giving of notice, or both, would constitute a default by Tenant in the performance of its obligations under the Lease. The Lease, as amended by this Fourth Amendment, shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, successors and assigns.

6. **Defined Terms:** Except as provided otherwise in this Fourth Amendment, the terms used in this Fourth Amendment which are defined in the Lease shall have the same meaning as set forth in the Lease.

7. **Conflict of Terms.** In the event there is any conflict or inconsistency between the terms and conditions of the Lease and those of this Fourth Amendment, the terms and conditions of this Fourth Amendment shall control and govern.

8. **No Litigation or Condemnation, Third Party Consents.** Landlord, to the best of its knowledge, represents and warrants that: (i) there is no litigation pending or threatened that would affect Landlord's title to the Premises; (ii) Landlord has not received any notice of any condemnation or eminent domain proceedings affecting the Premises; and (iii) Landlord has the authority to execute this Amendment, and has obtained any third party consents, including lender consents, which may be required

9. **Brokerage.** The Tenant represents that the Tenant has dealt with CBRE ("Tenant's Broker") as broker in connection with this Fourth Amendment, and that insofar as the Tenant knows, no other broker negotiated this Fourth Amendment or is entitled to any commission in connection therewith. Landlord shall be responsible for payment of a commission to Tenant's Broker in the amount of three percent (3%) of the total annual rent payable during the three years of the Extended Term pursuant to this Fourth Amendment (except in the event Tenant exercises its termination option). Said commission shall be payable in full upon the execution of this Fourth Amendment by Landlord and Tenant.

10. **Authority.** Each person executing this Fourth Amendment on behalf of a party represents and warrants that it has the full power, authority, and legal right to execute and deliver this Fourth Amendment on behalf of such party and that this Fourth Amendment constitutes the legal, valid, and binding obligations of such party, its heirs, representatives, successors and assigns, enforceable against such party or parties in accordance with its terms. Landlord warrants to Tenant that it has the right to amend the Lease without obtaining the consent of any Fourth party, including, but not limited to, any lender having a security interest in the lease or the property of which the Premises is a part.

IN WITNESS WHEREOF, the parties have duly executed this Fourth Amendment effective on the date first set forth above.

LANDLORD: Harriman Rentals, Inc.	TENANT: BellSouth Telecommunications, LLC
Name: [signature]	[signature] Gary Bohler Associate Director PM&T
Title: President	
Date: 8-10-2020	Date: July 27, 2020

THIRD AMENDMENT TO LEASE AGREEMENT
FOR EXTENSION OF TERM

This THIRD AMENDMENT TO LEASE AGREEMENT (the "Amendment") is entered into this 8th day of December, 2015 between Harriman Rentals, Inc. ("Landlord") and BellSouth Telecommunications, Inc. ("Tenant").

W I T N E S S E T H:

WHEREAS, Landlord and Tenant (or their predecessors in interest) entered into a Lease Agreement dated 2001 (the "Lease") for the lease of certain premises (the "Premises") located at 325 Fairchild Street (fna 200 Fairchild Street), Harriman, in the County of Roane, State of Tennessee ("Building"), as more particularly described in the Lease; and

WHEREAS, the Lease was previously amended pursuant to the Amendment of Lease dated December 29, 2005; and subsequently amended pursuant to the Second Amendment of Lease dated October 18, 2010; and

WHEREAS, Tenant desires to extend the term of the Lease; and

WHEREAS, Landlord is indebted to Citizen's Bank of Blount County ("Citizen's Bank); and

WHEREAS, Landlord and Tenant have agreed that the Lease shall be amended as set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** Except as is otherwise defined herein, all defined terms and terms of art hereinafter set forth in this Amendment shall have the same meaning as and when such terms of art and defined terms are used in the Lease.

2. **Extended Term.** The Lease Term is hereby extended for a period of five (5) years commencing on January 1, 2016 and ending on December 31, 2020, (the "Extended Term").

3. **Rent.** Tenant's Rent during the Extended Term shall be as follows, due and payable in the manner otherwise provided in the Lease:

Time Period	Annual Rent	Monthly Rent
January 2016 – December 2020	$28,800.00	$2,400.00

4. **Extension Option.** Tenant shall have one (1) option to extend the Lease Term for an additional period of three (3) years. In order for Tenant to exercise this option to extend,

Tenant must give Landlord written notice of its election to extend no later than June 30, 2020. The extended term shall be on all of the same terms and conditions of the Lease, as amended hereby, with the exception that the Rent for the extended term shall be ninety percent (90%) of the then fair market Rent, determined as follows:

Landlord and Tenant shall negotiate in good faith to determine the market rate for the Premises within sixty (60) days following Tenant's exercise of the renewal option. In the event the parties shall be unable to agree upon a market rate for the Premises within such sixty (60) day period, the parties each appoint either a single MAI designated appraiser or an experienced real estate broker (the "Evaluators") to determine fair market rent by arbitration. If the two Evaluators cannot agree on a fair market rent, and the rent rates proposed by them differ by five percent (5%) or less, rent shall be the average of the two rents proposed. If the difference in the proposed rent rates is greater than five percent (5%), the Evaluators shall agree on a third evaluator who shall determine the rent using the two proposed rent figures as a "high" and "low" figure. Rent shall be set by the third evaluator within that range. Each party shall pay its own Evaluator, and divide the cost of the third equally.

5. **Termination Option.** Tenant shall have the right to terminate this Lease effective December 31, 2018 (the "Termination Effective Date") upon written notice to the Landlord no later than June 30, 2018 and payment to the Landlord of an early termination fee in the amount of One Thousand Seven Hundred Twenty Eight and xx/100 Dollars ($1,728.00) on or before the Termination Effective Date, whereupon this Lease shall terminate on December 31, 2018 and neither party shall have any further duties or liabilities hereunder (except as is set forth herein).

6. **No Litigation or condemnation, third party consents.** Landlord represents and warrants that there is no litigation or other proceedings pending or threatened affecting title to the Premises or the permitted uses of the Premises. Landlord represents and warrants that Landlord has received no actual or constructive notice of any condemnation or eminent domain proceedings or negotiations for the purchase of the connection with the Premises, or any part, in lieu of condemnation, no proceedings have been threatened in connection with the Premises or any part of the Premises, and Landlord is not aware of any information that any condemnation or eminent domain is being or has been publicly discussed. Landlord represents and warrants that it has the authority to execute this Amendment, and Landlord has obtained any third party consents, including lender consents, which may be required. Without limiting the generality of the foregoing, this Amendment is subject to, and conditioned upon, the Landlord obtaining the prior written consent of Citizen's Bank to this Amendment ("Citizen's Bank Consent") within thirty (30) days from the date of execution of this Amendment. If the Citizen's Bank Consent is not received within this time, Tenant shall have the on-going right, upon giving notice to Landlord, to terminate the Lease. In the event of termination, from and after termination, all parties are fully and completely released from any liability under the Lease. Landlord shall notify Tenant promptly upon the receipt of Citizen's Bank Consent.

7. Notwithstanding anything contained in the Lease to the contrary, any provision in the Lease related to, requiring or providing for any of the following is hereby deleted and of no further force or effect: (i) consequential damages in the event of a holdover by Tenant; (ii)

renewal or extension options except as set forth in Article 4 of this Amendment; and (iii) rent increases, escalations or "bumps" except as set forth in Articles 3 and 4 of this Amendment.

8. The Tenant represents that the Tenant has dealt with Cushman and Wakefield, Inc. ("Tenant's Broker") as broker in connection with this Amendment, and that insofar as the Tenant knows, no other broker negotiated this Amendment or is entitled to any commission in connection therewith. Landlord will be responsible for payment of a commission to Tenant's Broker in the amount of Four Thousand Three Hundred Twenty and xx/100 Dollars ($4,320.00), said commission to be payable upon full execution of this Amendment.

Except as otherwise modified herein, the Lease remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment effective on the date first set forth above.

LANDLORD
Harriman Rentals, Inc.

By: ______________________
Name: Chris Maxwell
Title: President
Date: 1-5-16

TENANT
BellSouth Telecommunications, Inc.

By: ______________________
Gary Bohler-Assoc Dir. CRE Transactions
Date: 12/8/15

SECOND AMENDMENT TO LEASE AGREEMENT
FOR EXTENSION OF TERM

This SECOND AMENDMENT TO LEASE AGREEMENT (the "Amendment") is entered into this 18TH day of OCT., 2010 between Harriman Rentals, Inc. ("Landlord") and BellSouth Telecommunications, Inc. ("Tenant").

W I T N E S S E T H:

WHEREAS, Landlord and Tenant (or their predecessors in interest) entered into a Lease Agreement dated 2001 (the "Lease") for the lease of certain premises (the "Premises") located at 325 Fairchild Street (fna 200 Fairchild Street), Harriman, in the County of Roane, State of Tennessee ("Building"), as more particularly described in the Lease; and

WHEREAS, the Lease was previously amended pursuant to the Amendment of Lease dated December 29, 2005; and

WHEREAS, Tenant desires to extend the term of the Lease; and

WHEREAS, Landlord is indebted to Citizen's Bank of Blount County ("Citizen's Bank); and

WHEREAS, Landlord and Tenant have agreed that the Lease shall be amended as set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** Except as is otherwise defined herein, all defined terms and terms of art hereinafter set forth in this Amendment shall have the same meaning as and when such terms of art and defined terms are used in the Lease.

2. **Extended Term.** The Lease Term is hereby extended for a period of five (5) years commencing on January 1, 2011 and ending on December 31, 2015, (the "Extended Term").

3. **Rent.** Tenant's Rent during the Extended Term shall be as follows, due and payable in the manner otherwise provided in the Lease:

Time Period	Annual Rent	Monthly Rent
January 2011 – December 2015	$28,800.00	$2,400.00

4. **Extension Option.** Tenant shall have one (1) option to extend the Lease Term for an additional period of three (3) years. In order for Tenant to exercise this option to extend, Tenant must give Landlord written notice of its election to extend no later than June 30, 2015.

The extended term shall be on all of the same terms and conditions of the Lease, as amended hereby, with the exception that the Rent for the extended term shall be ninety percent (90%) of the then fair market Rent, determined as follows:

Landlord and Tenant shall negotiate in good faith to determine the market rate for the Premises within sixty (60) days following Tenant's exercise of the renewal option. In the event the parties shall be unable to agree upon a market rate for the Premises within such sixty (60) day period, the parties each appoint either a single MAI designated appraiser or an experienced real estate broker (the "Evaluators") to determine fair market rent by arbitration. If the two Evaluators cannot agree on a fair market rent, and the rent rates proposed by them differ by five percent (5%) or less, rent shall be the average of the two rents proposed. If the difference in the proposed rent rates is greater than five percent (5%), the Evaluators shall agree on a third evaluator who shall determine the rent using the two proposed rent figures as a "high" and "low" figure. Rent shall be set by the third evaluator within that range. Each party shall pay its own Evaluator, and divide the cost of the third equally.

5. **Termination Option.** Tenant shall have the right to terminate this Lease effective December 31, 2013 (the "Termination Effective Date") upon written notice to the Landlord no later than June 30, 2013 and payment to the Landlord of an early termination fee in the amount of One Thousand Seven Hundred Twenty Eight and xx/100 Dollars ($1,728.00) on or before the Termination Effective Date, whereupon this Lease shall terminate on December 31, 2013 and neither party shall have any further duties or liabilities hereunder (except as is set forth herein).

6. **Back-billing.** All charges under the Lease shall be billed by Landlord within eighteen (18) months from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The provisions of this subparagraph shall survive the termination or expiration of the Lease.

7. **No Litigation or condemnation, third party consents.** Landlord represents and warrants that there is no litigation or other proceedings pending or threatened affecting title to the Premises or the permitted uses of the Premises. Landlord represents and warrants that Landlord has received no actual or constructive notice of any condemnation or eminent domain proceedings or negotiations for the purchase of the connection with the Premises, or any part, in lieu of condemnation, no proceedings have been threatened in connection with the Premises or any part of the Premises, and Landlord is not aware of any information that any condemnation or eminent domain is being or has been publicly discussed. Landlord represents and warrants that it has the authority to execute this Amendment, and Landlord has obtained any third party consents, including lender consents, which may be required. Without limiting the generality of the foregoing, this Amendment is subject to, and conditioned upon, the Landlord obtaining the prior written consent of Citizen's Bank to this Amendment ("Citizen's Bank Consent") within thirty (30) days from the date of execution of this Amendment. If the Citizen's Bank Consent is not received within this time, Tenant shall have the on-going right, upon giving notice to Landlord, to terminate the Lease. In the event of termination, from and after termination, all parties are fully and completely released from any liability under the Lease. Landlord shall notify Tenant promptly upon the receipt of Citizen's Bank Consent.

8. Notwithstanding anything contained in the Lease to the contrary, any provision in the Lease related to, requiring or providing for any of the following is hereby deleted and of no further force or effect: (i) consequential damages in the event of a holdover by Tenant; (ii) renewal or extension options except as set forth in Article 4 of this Amendment; and (iii) rent increases, escalations or "bumps" except as set forth in Articles 3 and 4 of this Amendment.

9. Without the prior written consent of the other and except as required under applicable Laws or regulatory agency rules (including those of the SEC), neither Landlord nor Tenant shall publicize in any medium this Lease or the negotiations for, or the terms, conditions or provisions included in it. "Publicize" as used in the preceding sentence means public dissemination of information for marketing or promotional purposes, whether by press release, in marketing materials, or otherwise. Without limiting the foregoing, nothing herein shall be deemed to restrict Landlord from (i) including Tenant's name in any description of this Lease in any offering materials related to the sale or other transfer of the Building, (ii) disclosing the details of this Lease to prospective lenders, purchasers or other transferees of Landlord's interest in the Property, or (iii) publicizing this Lease after Tenant has already done so.

10. The Tenant represents that the Tenant has dealt with CB Richard Ellis, Inc. ("Tenant's Broker") as broker in connection with this Amendment, and that insofar as the Tenant knows, no other broker negotiated this Amendment or is entitled to any commission in connection therewith. Landlord will be responsible for payment of a commission to Tenant's Broker in the amount of Four Thousand Three Hundred Twenty and xx/100 Dollars ($4,320.00), said commission to be payable fifty percent (50%) on April 1, 2011 and fifty percent (50%) on April 1, 2012.

Except as otherwise modified herein, the Lease remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment effective on the date first set forth above.

LANDLORD	TENANT
Harriman Rentals, Inc.	BellSouth Telecommunications, Inc.
By: [signature]	By: [signature]
Name: Christopher E Maxwell	Name: Orin C. Odom
Title: President	Its: Authorized Signatory
Date: 12-14-10	Date: 10/15/10
	Approved as to legal form [signature]

Amendment of Lease

This Amendment of Lease is dated the 29th day of December, 2005, by and between Harriman Rentals, Inc. ("Lessor"), and BellSouth Telecommunications, Inc., a Georgia corporation, successor by mergers to South Central Bell Telephone Company ("Lessee").

WITNESSETH

WHEREAS, Lessor and Lessee have executed a Lease Agreement dated February 26, 2001, for premises located at 200 Fairchild Street, Harriman, Roane County, Tennessee (the "Lease"), the terms and conditions of which are more particularly set forth in said Lease; and

WHEREAS, Lessor and Lessee now desire to further amend said Lease as is hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Lessor and Lessee do hereby mutually agree as follows:

1. The recitals set forth are hereby incorporated herein and made a part hereof by this reference thereto.

2. The parties agree that the Term of the Lease shall be extended for an additional five (5) years commencing on January 1, 2006 and terminating on December 31, 2010 ("Renewal Term"). The annual rental during the Renewal Term shall be Thirty Six Thousand and 00/100 Dollars ($36,000.00) per annum payable in equal monthly installments of Three Thousand and 00/100 Dollars ($3,000.00).

3. This Amendment of Lease shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

4. All other terms, covenants and conditions of the Lease, except as amended hereby, are hereby ratified, republished and continue in full force and effect.

5. This Amendment of Lease shall be effective as of January 1, 2006.

6. The parties hereto acknowledge that they have read this Amendment of Lease, understand it, and agree to be bound by its terms and conditions. The Parties further agree that the Lease and this Amendment of Lease, constitute the entire agreement between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment of Lease by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the day and year first written above.

Witness:

Pearl Brown

[illegible]

LESSOR:
Harriman Rentals, Inc

By: [illegible]
President

Witness:

Clare Jones

Carlyn Kruger

LESSEE:
BELLSOUTH TELECOMMUNICATIONS, INC.

By: Sunlink Corporation, its Agent

By: Douglas R. Gilbert
Douglas R. Gilbert
Manager – Corporate Real Estate & Services

BST FORM APPROVED LEGAL ATTY.

STATE OF Georgia

COUNTY OF Gwinnett

Before me, Martha Jenkins, a Notary Public of the said State and County aforesaid, personally appeared Christopher E. Maxwell with whom I am personally acquainted or who proved to me his identity upon the basis of satisfactory evidence, and who, upon oath, acknowledge himself to be President of Harriman Rentals, Inc., and that as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of Harriman Rentals, Inc., by himself as President.

Witness my hand and seal, at office, this 29 day of December, 2005.

Martha A. Jenkins

NOATARY PUBLIC

My Commission Expires:

MARTHA A. JENKINS
Notary Public, Walton County, Georgia
My Commission Expires October 27, 2008

STATE OF GEORGIA

COUNTY OF FULTON

Before me, Dana Mobley, a Notary Public of the State and County aforesaid, personally appeared Douglas R. Gilbert, with whom I an personally acquainted or who proved to me his identify upon the basis of satisfactory evidence, and who, upon oath, acknowledge himself to be the Manager – CRES as agent for BellSouth Telecommunications, Inc., the within named Lessee, a corporation, and that he as such Manager – CRES as agent for BellSouth Telecommunications, Inc., executed the foregoing instrument for the purpose therein contained, by signing the name of the Corporation by himself as its Manager – CRES as agent for BellSouth Telecommunications, Inc.

Witness my hand and seal, at office, this 12th day of January, ~~2005~~ 2006.

Dana Mobley

NOTARY PUBLIC

My Commission Expires:

DANA MOBLEY
NOTARY PUBLIC, GWINNETT COUNTY, GEORGIA
MY COMMISSION EXPIRES NOVEMBER 8, 2006

LEASE

THIS INDENTURE made and entered into this _____ day of ____________, 2001, by and between Harriman Rentals, Inc., a Tennessee corporation, hereinafter called "Lessor" and BellSouth Telecommunications, Inc., a corporation organized and existing under and by virtue of the laws of the State of Georgia and having a principal office and place of business in the City of Atlanta, Georgia, hereinafter called "Lessee."

WITNESSETH

That for and in consideration of the rents and covenants herein contained, Lessor hereby leases to Lessee, its successors and assigns, the following described premises with the appurtenances (hereinafter the word "Premises" shall be construed to include both premises and appurtenances) at 200 Fairchild Street in the City of Harriman, County of Roane, State of Tennessee, to-wit:

> Beginning at a steel fence corner post on the South side of Fairchild Street in the Emory Gap Community of the City of Harriman, First Civil District, Roane County, Tennessee, this being Presswood's Northeast corner. Thence with the South side of Fairchild Street North 47 degrees 10 minutes East a distance of 205.7 feet to a stake at McNew's corner. Thence South 35 degrees 59 minutes East with McNew's line and an old fence line a distance of 216.5 feet to an iron pin in an old fence post. Thence North 53 degrees 23 minutes East a distance of 61.0 feet uphill along McNew's line to a 4" mimosa tree at Dinnen's corner. Thence South 34 degrees 52 minutes East a distance of 301.9 feet along Drinnen and Lawson's line to a stake on the side of a hill. Thence South 43 degrees 00 minutes West a distance of 160.7 feet along the side of a hill to a stake in Presswood's fence line. Thence North 47 degrees 10 minutes West a distance of 541.3 feet along Presswood's fence line to the point of beginning, containing 2.31 acres, with improvements thereon consisting of a one story masonry office building 52'x40', a one story masonry supply building 20'x20', and parking facilities including a metal canopy-type parking shed.

for use as a Service Operation Center or for the general transaction of business associated therewith.

TO HAVE AND TO HOLD the demised Premises unto the Lessee, its successors and assigns for the term of five (5) years, commencing as of the 1st day of January, 2001, and ending the 31st day of December, 2005, at an annual rental of Thirty-three Thousand and no/100 Dollars ($33,000.00) payable in equal monthly installments of Two Thousand Seven Hundred Fifty and 00/100 Dollars ($2,750.00) during the term hereof.

COVENANTS AND AGREEMENTS

1. Lessor warrants that Lessor has the right to execute this Lease.

2. Lessor warrants that the Premises are suitable for the purpose for which leased, and that, upon performance of Lessee's agreements under this Lease, Lessee shall have the right to peaceful and quiet enjoyment of the Premises during the term of this Lease.

3. Lessor agrees to make at Lessor's own expense only such repairs to any portion of said Premises as may be necessary to replace faulty construction or repair damage caused by acts of God, civil disorder or criminal acts.

Lessor further agrees to make at Lessor's own expense all changes and additions to the leased Premises required by reason of any lawsuits, ordinances, orders or regulations of any municipality, county, state or public authority including the furnishing of required sanitary facilities, and fire protection facilities, except any fire protection facilities which may be specially required because of the installation of telephone or electronic equipment and fixtures in the leased Premises.

4. Lessee agrees to pay Lessor the rent as herein specified on the first day of each month without demand. If the rent hereunder shall remain due and unpaid for thirty (30) days after written notice from Lessor to Lessee, Lessor shall have the right to re-enter said Premises and to remove all persons and property therefrom; at Lessor's option, to terminate this Lease, and in either event, to recover all damages for breach of Lease.

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

6. Lessee may not without written consent of Lessor, sublet or assign said Premises, which consent shall not be unreasonably delayed or withheld; provided, however, that Lessee may assign this Lease to an affiliated corporation without Lessor's prior written consent but shall provide notice of such assignment to Lessor. Lessee shall remain liable after any assignment, and any assignee shall assume the obligations of Lessee hereunder.

7. Lessee agrees to maintain said Premises in the same general condition as when received, ordinary wear and tear excepted. Lessee will be responsible for day-to-day building maintenance and repairs which shall include but not be limited to the maintenance of the roof, interior and exterior walls, doors, replacement and repair of bulbs and electrical fixtures, electrical wiring and conduits, plate glass windows, plumbing, pipes, heating, ventilation and air conditioning systems and asphalt paving.

8. Lessor shall pay all taxes, special assessments and public charges levied against the leased Premises, payable during the term of this Lease.

Taxing authorities should send tax statements to Lessor, who will then submit an invoice, marked "Additional Rental Due" to Lessee. A receipted copy of the tax statement will be attached by Lessor to the invoice. Within thirty (30) days after receipt of said invoice, Lessee agrees to reimburse Lessor the amount of said tax statement. Upon the expiration or early termination of this Lease, taxes shall be prorated between Lessor and Lessee to the date of such expiration or early termination.

9. It is mutually understood that Lessee is self-insured for general liability and property casualty. Lessee agrees to indemnify, protect, and save harmless Lessor from any and all claims for damages to personal property or for personal injury which may arise out of Lessee's use of the Premises unless said damages or injury shall arise out of the willful misconduct or sole negligence of Lessor, in which event Lessor shall indemnify and save harmless the Lessee.

10. Lessor shall carry fire and casualty, property insurance and general liability insurance to provide adequate coverage for the Premises with policy limits of not less than $1,000,000.00 for personal injury to one person, $1,000,000.00 for personal injury to any group or persons as a result of one accident or occurrence, and $2,000,000.00 property damage. Fire and casualty shall be for replacement cost. Insurance agents should send all premium notices to Lessor, who, after payment of such premium, will then submit an invoice marked "Additional Rental Due." Proof of payment will be attached to said invoice. Within thirty (30) days after receipt of said invoice, Lessee shall reimburse Lessor, as additional rent, premium evidenced as paid by Lessor in said statement. Upon the expiration or early termination of this Lease, premium shall be prorated between Lessor and Lessee to the date of such expiration or early termination.

11. Lessee may make, with the permission of the Lessor, such interior changes, alterations, additions and improvements to the said Premises as will, in the judgment of Lessee, better adapt the same to the purpose of its business. The permission of the Lessor shall not be unreasonably withheld. All fixtures added and

improvements made to said Premises by Lessee shall be at its own expense, unless otherwise specifically provided herein.

Upon termination of this Lease, Lessee shall deliver possession of the leased Premises to Lessor in the same general condition as when received, excepting, however, ordinary wear, tear and deterioration and such alterations, changes, additions or improvements made to the Premises during the term of this Lease.

12. Removable fixtures, appliances and furnishings shall remain the property of the Lessee, and at its option may be removed therefrom at the expiration of the term or terms of this Lease. Lessee shall not be required to remove or to pay for the removal of any fixtures or furnishings in the Premises.

Failure of the Lessee hereunder to remove or to complete removal of its own fixtures, appliances or furnishings before the effective termination date of this Lease shall not affect Lessee's title or right to possession of such property, and its right to removal of such property within a reasonable time after termination of this Lease shall not, by such termination, be abridged.

13. Should said Premises or any part thereof be destroyed by fire or otherwise rendered untenantable, the rent payable hereunder shall abate from the date of such destruction or injury in the proportion that the Premises so rendered untenantable bears to the entire Premises, and all advance payments of rents, if any, covering periods subsequent to the date of such destruction or injury, shall be promptly refunded to Lessee in the proportion aforesaid. Should a substantial part or the whole of the Premises be so destroyed or rendered untenantable, Lessor may terminate this Lease. If Lessor does not so terminate this Lease, Lessee may, at its sole option either: (1) quit and surrender possession of said Premises hereby leased, and, in that event, Lessee shall thereupon be released from any further liability hereunder; or (2) cease paying rent during the repair and restoration of the building and, upon completion of the repairs or restoration of said building, reoccupy the Premises upon the terms and conditions herein set forth, the rent to commence from the date of such reoccupation. Lessor shall have no obligation to rebuild.

14. In no event shall Lessee be liable for destruction or injury by fire to said Premises, including the building in its entirety, its fixtures, 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 act 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, Lessor's 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 or contents, or any part thereof, arising out of its occupancy or use of the Premises, under the term of this Lease, 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. Lessor's liability under this Paragraph 14 shall not exceed fire and casualty and property insurance policy limits as provided for in Paragraph 10 of this Lease.

15. Lessor acknowledges that it has received Lessee's Statement of Policy on Dealing with Contractors and Vendors. Lessor further stipulates that no officer or employee of Lessor has been employed, retained, induced or directed by Lessor to solicit or secure this agreement with Lessee upon agreement, offer, understanding, or implication involving any form of remuneration whatsoever. Lessor agrees, in the event of an allegation of substance (the determination of which will be solely made by Lessee) that there has been a violation hereof, Lessor will cooperate in every reasonable manner with Lessee in establishing whether the allegation is true. Notwithstanding any provisions of this agreement to the contrary, if a violation of this provision is found to have occurred and is deemed material by Lessee, Lessee may cancel this agreement.

16. Attachment "A" Nondiscrimination Compliance Agreement, is hereby incorporated herein by reference and as used therein, the term Contractor shall be construed to be Lessor, and all reference therein to BellSouth Corporation, shall be construed to be Lessee.

17. In the event the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking, and Lessee shall thereupon be released from any further liability hereunder.

In the event that either a portion of the Premises or the building of which the Premises are a part is condemned or taken by eminent domain proceedings, and if such condemnation or taking by eminent domain proceedings affect the functional use of the Premises or the building of which the Premises are a part, the Lessee shall have the right to cancel and terminate this Lease as of the date of such taking by giving to Lessor notice of such election within thirty(30) days after receiving written notice from Lessor of appropriation or taking. Lessor agrees that it will give written notice to Lessee immediately upon appropriation or taking hereunder. In the event of such cancellation, Lessee shall, thereupon, be released from any further liability under this Lease.

If this Lease is terminated in either manner herein above provided, the fixed monthly rental for the last month of Lessee's occupancy shall be prorated and Lessor shall refund to Lessee any rental paid in advance. Unless local law shall permit the payment of a damage award to be made directly to Lessee for loss of its value in improvements made by Lessee during the term of this Lease, then the entire damage award of the condemnation proceedings shall be paid to Lessor, but Lessor shall, and hereby does assign to Lessee out of any award paid to Lessor, the greater of the following amounts:

(a) Such portion thereof, if any, as shall be determined in such condemnation proceedings to be the value in improvements made by Lessee during the term of this Lease.

(b) If Lessee shall have made improvements or alterations in the Premises after the date hereof and shall have not yet fully amortized its expenditures for such improvements or alterations, a sum equal to the unamortized portion of any such expenditures.

The unamortized portion of Lessee's expenditures for improving or altering the Premises shall be determined by multiplying such expenditures by a fraction, the numerator of which shall be the number of years (and any fractional part of a year) of the term of this Lease which has not expired at the time of such taking or appropriation, and the denominator of which shall be the number of years (and any fractional part of a year), of this Lease which has not expired at the time of improving or altering the Premises. Options to renew or extend this Lease shall be taken into consideration both in the numerator and denominator. Lessee's right to receive compensation or damage for its fixtures and personal property shall not be affected in any manner hereby.

18. Any notice required or permitted by this agreement shall be sent to:

Lessor: Harriman Rentals, Inc.
3581 Howell Wood Trail
Duluth, Georgia 30096
ATTN: Christopher E. Maxwell

Lessee: BellSouth Real Estate
333 Commerce Street, Room 3181
Nashville, Tennessee 37201-3300

Copy to: General Counsel
BellSouth Telecommunications, Inc.
333 Commerce Street, Suite 2101

Nashville, Tennessee 37201-3300

19. Lessee agrees that it will pay all charges for electricity, water, gas and other utility services used on the leased Premises.

20. If Lessee holds over or remains in possession of the leased Premises after expiration of this Lease, such holding over or continued possession shall create a tenancy from month-to-month at the last monthly rental rate and upon the terms herein specified. Such tenancy may be terminated by either party by thirty (30) days written notice given to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first written above.

Witness:

____

____

LESSOR:
HARRIMAN RENTALS, INC.

By:______________________________
President

Witness:

____

____

LESSEE:
BELLSOUTH TELECOMMUNICATIONS, INC.

BST FORM APPROVED

____

GEN. ATTY.

Douglas R. Gilbert - Manager CRES
as agent for BellSouth Telecommunications, Inc.

STATE OF GEORGIA
COUNTY OF GWINNETT

Before me, ____________________, a Notary Public of the said State and County aforesaid, personally appeared ______________________, with whom I am personally acquainted or who proved to me his identity upon the basis of satisfactory evidence, and who, upon oath, acknowledge himself to be President of Harriman Rentals, Inc., and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of Harriman Rentals, Inc., by himself as President.

Witness my hand and seal, at office, this _____ day of ____________, 2001.

____
Notary Public

My Commission Expires:

____

STATE OF GEORGIA
COUNTY OF FULTON

Before me, ____________________, a Notary Public of the said State and County aforesaid, personally appeared Douglas R. Gilbert, with whom I am personally acquainted or who proved to me his identity upon the basis of satisfactory evidence, and who, upon oath, acknowledge himself to be Manager – CRES, as agent for BellSouth Telecommunications, Inc., the within named Lessor, a corporation, and that he as such Manager – CRES, as agent for BellSouth Telecommunications, Inc. executed the foregoing instrument for the purpose therein contained, by signing the name of the Corporation by himself as Manager – CRES, as agent for BellSouth Telecommunications, Inc.

Witness my hand and seal, at office, this _____ day of ____________, 2001.

____
Notary Public

My Commission Expires:

____

Attachment "A"

NonDiscrimination Compliance Agreement

Contractors shall comply with the applicable provisions of the following:

Exec. Order No. 12138, P.L. 95-507, Exec. Order No. 11246, Exec. Order No. 11625, Section 8 of the Small Business Act as amended, Railroad Revitalization and Regulatory Reform Act of 1976, Exec. Order No. 11701, Exec. Order No. 11758, Exec. Order No. 12138, Section 503 of the Rehabilitation Act of 1973 as amended by PL93-516, Vietnam Era Veteran's Readjustment Assistance Act of 1974 and the rules, regulations and relevant Orders of the Secretary of Labor pertaining to the Executive Orders and Statutes listed above.

For contracts of or which aggregate to $2,500 or more annually, the following table describes the clauses which are included in the contract:

1. Inclusion of the Equal Employment clause in all contracts and orders;
2. Certification of non-segregated facilities;
3. Certification that an affirmative action program has been developed and is being filed;
4. Certification that an annual Employers Information Report (EEO-1 Standard Form 100) is being filed;
5. Inclusion of the "Utilization of Minority and Women's Business Enterprises" clause in all contracts and orders;
6. Inclusion of the "Minority and Women's Business Enterprise Subcontracting Program" clause in all contracts and orders;
7. Inclusion of the "Listing of Employment Openings" clause in all contracts and orders;
8. Inclusion of the "Employment of the Handicapped" clause in all contracts and orders;

Contract Value	Clause(s) Required
$ 2,500 to $10,000	8
$10,000 to $50,000	1, 2, 5, 6, 7, 8
$50,000 or more	1, 2, 3*, 4*, 5, 6, 7, 8

* Applies only for businesses with 50 or more employees

1. Equal Employment Opportunity Provisions

In accordance with Exec. Order No. 11246, dated September 24, 1965 and Part 60-1 of Title 41 of the codes of Federal Regulations (Public Contracts and Property Management, Office of Federal Contract Compliance, Obligations of Contractors and Subcontractors), as may be amended from time to time, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of Government contracts and subcontracts.

2. Certification of Non-segregated Facilities

The contractor certifies that it does not and will not maintain any facilities it provides for its employees in a segregated manner, or permit its employees to perform their services at any location under its control where segregated facilities are maintained and that it will obtain a similar certification prior to the award of any nonexempt subcontract.

3. Certification of Affirmative Action Program

The contractor affirms that it has developed and is maintaining an affirmative action plan as required by Part 60-2 of Title 41 of the Code of Federal Regulations.

4. Certification of Filing of Employers Information Reports

The contractor agrees to file annually, on or before the 31st day of March, complete and accurate reports on Standard Form 100 (EEO-1) or such forms as may be promulgated in its place.

5. Utilization of Minority and Women's Business Enterprises

(a) It is the policy of the Government and BellSouth Corporation and its affiliates as a Government contractor, that minority and women's business enterprises shall have the maximum practicable opportunity to participate in the performance of contracts.

(b) The contractor agrees to use his or her best efforts to carry out this policy in the award of his or her subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority or women's business enterprise" means a business with at least 51 percent of which is owned by minority or women group members or in case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority or women group members. For purposes of this definition, minority group members are Blacks, Hispanics, Asians, Pacific Islanders, American Indians and Alaskan Natives. Contractors may rely on written representation by subcontractors regarding their status as minority or women's business enterprises in lieu of an independent investigation.

6. Minority and Women's Business Enterprise Subcontracting Program

(a) The contractor agrees to establish and conduct a program which will enable minority and women's business enterprises (as defined in paragraph 5 above) to be considered fairly as subcontractors and suppliers under the contract. In this connection, the Contractor shall:

(1) Designate a liaison officer who will administer the contractor's minority and women's business enterprises program;

(2) Provide adequate and timely consideration of the potentialities of known minority and women's business enterprises in all "make-or-buy" decisions;

(3) Assure that known minority and women's business enterprises will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of minority and women's business enterprises ;

(4) Maintain records showing (i) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of minority and women's business enterprises, (ii) awards to minority and women's business enterprises on the source list, and (iii) specific efforts to identify and award contracts to minority and women's business enterprises;

(5) Include the Utilization of Minority and Women's Business Enterprises clause in subcontracts which offer substantial minority and women's business enterprises subcontracting opportunities;

(6) Cooperate with the Government's Contracting Officer for BellSouth Corporation or its affiliates in any studies and surveys of the contractor's minority and women's business enterprises procedures and practices that the Government's Contracting Officer may from time to time conduct;

(7) Submit periodic reports of subcontracting to known minority and women's business enterprises with respect to the records referred to in subparagraph (4) above, in such form and manner and at such time (not more often than quarterly) as the Government's Contracting Officer for BellSouth Corporation or its affiliates may prescribe.

(b) The contractor further agrees to insert, in any subcontract hereunder which may exceed $500,000 (or in the case of WBE $1,000,000 in the case of contracts for the construction of any public facility and which offer substantial subcontracting possibilities) provisions which shall conform substantially to the language of this Agreement, including this paragraph (b) and to notify the Contracting Officer of the names of such subcontractors.

7. List of Employment Openings for Veterans

In accordance with Exec. Order 11701, dated January 24, 1973, and Part 60-250 of Title 41 of the Code of Federal Regulations,as it may be amended from time to time, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of Government contracts and subcontracts.

8. Employment of the Handicapped

In accordance with Exec. Order 11758, dated January 15, 1974, and Part 60-741 of Title 41 of the Code of Federal Regulations as may be amended from time to time, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of Government contracts and subcontracts.