

days notice.

(10) The Landlords agree to keep in good repair the roof, (floors- meaning sills or joists but not surface of floors) outer walls, and down spouts, and all other structural parts of the bldg., including joist, sleeper and other floor supporting structure (excepting floor surfaced) of said building. It is understood and agreed that the roof, outer walls and down spouts, upon the occupancy by the Tenant under this lease, shall be considered sound and the Landlands shall not be called upon to make any inspection of or repairs to said portions of the building and shall not pay any damages from leaks or the condition of the roof, outer walls and down spouts should any occur, except damages due to the Landlords negligence after notice from the Tenant and a reasonable time to repair such portions of the buildings has expired.

(11) Except as herein provided, the Landlords shall not be called upon to make any repairs, improvements, or alterations during the terms of this lease and the Tenant agrees to take the buildings just as they stand.

(12) It is further agreed that in the event the business of the Tenant is discontinued or the premises vacated before the expiration of this lease or the Tenant goes into bankruptcy, voluntary or involuntary, or is placed in the hands of a receiver or makes a general assignment of its property for the benefit of creditors or files a petition pursuant to any state or federal law for the extension of its debts or for reorganization, or if its stock of goods, wares, and merchandise located on the leased premises should be seized under attachment, execution, or other process, and such attachment, execution, or other process be not vacated, or such property re-leased within fifteen days, then and in any one of such events the Landlords may, at their option, either

(a) Declare the full rental price for the entire terms immediately due and payable and resort to any legal remedies, at law or in equity, for the enforcement or collection of the rent or to recover damages for the breach of said covenants; or

(b) Declare this lease terminated and enter and take possession of the leased premises and thenceforth hold the same free from any right of the Tenant, or its successors and assigns, to use said demised premises, but the Landlords shall, nevertheless, have the right to recover from the Tenant any and all amounts which under the terms hereof may be then due and unpaid for the use of the demised premises.

(13) Any alterations, painting, and remodeling to the interior and/or exterior of these premises deemed necessary by Tenant for and during its occupancy may be made without the Landlords consent and are regarded as improvements. It shall not be incumbent upon the Tenant to restore or change such improvements at the expiration of this lease. Any fixtures which may be placed in or upon the premises by Tenant are to remain the property of the Tenant and it is to have the right to remove same at any time.

(14) That if said premises shall be damaged by fire, casualty or other causes, they shall be restored promptly by the Landlords and as abatement of rent shall be made. But if said premises shall be condemned, or partially or wholly destroyed by fire or other causes, so as to render them untenable, this lease shall cease, and the Tenant shall have the option to enter into a new lease with the Landlords for said premises if and when restored, the rental conditions and terms of the new lease to be the same as those of the within lease. In either event a pro rata refund shall be made for advance rent paid. If the street or sidewalk is obstructed or blocked for repairs, reconstruction or otherwise an abatement of rent shall be made.

(15) All notices required under this lease shall be deemed to be properly served if delivered in writing personally or sent by registered mail to the Landlords at the last address where rent was paid or to the Tenant at its office, 1103 Sylvan Road, S. W., Atlanta, Georgia, or to any subsequent address which the Tenant may designate for such purpose.

(16) The Landlords covenant that the Tenant shall have quiet and peaceful possession of said property throughout the duration of this lease.

(17) The Tenant shall have the right to assign or sub-lease the within premises without the consent of the Landlords. However, any such assignment or subleasing shall not release the Tenant from liability on this lease.

(18) The Tenant covenants and agrees with the Landlords that it will not use nor permit said premises to be used for any unlawful purpose nor permit thereon anything which may be or become a nuisance, and that it will not do or permit to be done on said premises anything which may render void or voidable any policy for the insurance of said premises against fire nor which may cause the Landlords to have to pay a fire insurance premium at a rate in excess of that which they are forced to pay by reason of the business conducted by the Tenant.

(19) The Tenant, at its option, shall be entitled to the privilege of a renewal of this lease for an additional term of five years at the expiration hereof at a rental of Three Thousand Nine Hundred Dollars (\$3,900) per annum, payable in thirteen (13) equal instalments per annum. In case said lease is renewed for the ^{term of five years, the Tenant agrees to pay an additional} additional rental to that provided in this paragraph of five per cent (5%) on gross sales over and above the sum of Seventy Eight Thousand Dollars (\$78,000) under the same terms and conditions as hereinabove stated.