

the following exceptions: heating units not attached to the building, an air conditioning unit not attached to building, shelving, counters or any fixtures that is known as a trade fixture and is not attached to the building.

9. It is understood and agreed that should any installment of rent be past due and unpaid by the Lessee, the Lessor may at its option, after giving ten (10) days written notice: (a) either 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 into and take possession of the demised premises and henceforth hold the same free from any right of the Lessee, its successors or assigns to use said demised premises, but the Lessor shall nevertheless have the right to recover from the Lessee any and all amounts which under the terms hereof may then be due and unpaid for the use of the demised premises, provided, however, that the Lessee shall not have paid said rent before expiration of such ten (10) days notice.

10. It is further agreed that in the event the premises are used for any unlawful business or any business other than herein called for, or if said business is discontinued or the premises vacated before the expiration of the lease, or if the Lessee or any sublessee or any of Lessee's successors or assigns, goes into bankruptcy, voluntarily or involuntarily, or is placed in the hands of a receiver or makes a general assignment of its property for the benefit of its creditors or files a petition pursuant to any State or Federal law for the extension of his debtors, or for reorganization, or if his stock of goods, wares and merchandise located in the demised premises should be seized under attachment execution or other process and such property is not released within ten (10) days, then and in any such events, the Lessor may at its option without further notice resort to either of the remedies hereinabove set forth in paragraph 9 (a) and (b) granted to Lessor in connection with failure to pay any installment of rent.

11. The Lessee is to be responsible for the breakage and replacing of all glass, plate or otherwise for the full term of this lease.

IN WITNESS WHEREOF, the Lessor and Lessee have hereunto set their hands and seals and caused this instrument to be executed the day and year above written.

Witnesses as to Lessor:

John T. Douglas

W. M. Jordan

PIEDMONT CORPORATION (SEAL)

By James P. Moore  
President

and Otis P. Moore  
Secretary

Lessor

Witnesses as to Lessee:

Doris C. Bridges

John T. Douglas

R & N Billiard Parlor

By H. D. Rogers

and Jas. Y. Nelson

I hereby guarantee performance of this lease according to its terms.

Witnessed:

Doris C. Bridges

John T. Douglas

H. D. Rogers

J. Y. Nelson

(Over)