

If the basis of such notice shall be failure of the Tenant to make repairs, alterations or changes in or to the demised premises, and if within the fifteen (15) day period specified by Art. 18 (e) hereof, the Tenant shall have commenced but shall not have completed such repairs, alterations or changes, the Landlord will not while the Tenant is diligently engaged in making said repairs, alterations or changes, give to the Tenant notice terminating this lease, as provided for in this article, unless Tenant's default may result in the termination of the Overlease or subject the Landlord to a fine or a penalty.

RIGHT OF ENTRY

Art. 20. In the event of a default on the part of the Tenant pursuant to the provisions of Art. 18 hereof, the Landlord or its agents, servants or representatives, may immediately or at any time thereafter, re-enter the demised premises by force, summary proceedings, or otherwise and receive possession of said demised premises and remove all persons and property therefrom, without being liable for prosecution therefor, and the Tenant hereby expressly waives the service of any notice in writing of intention to re-enter. No re-entry by the Landlord shall be deemed an acceptance of a surrender of this lease.

RELETTING AFTER TENANT'S DEFAULT

Art. 21. In the event of a default on the part of the Tenant, the Tenant agrees that in addition to any other rights and remedies of the Landlord under the provisions of this lease, the Landlord may, but shall not be required to do so, relet the demised premises or any part thereof (with or without terminating this lease and/or taking possession of said premises by court action or otherwise) either in the name of the Landlord or otherwise, at such rent as it may deem reasonable and for a term which may, in the discretion of the Landlord, extend beyond the term of this lease, and in connection with such reletting may alter and change the demised premises to the extent which may be necessary to suit the needs and requirements of the new tenant, and the Tenant expressly agrees to pay as liquidated damages for the breach of the covenants contained in this lease the difference between the rent reserved and the rent collected and received, if any, by the Landlord (less all expenses of every kind of the Landlord in connection with altering, repairing and reletting the demised premises) during the remainder of the term of this lease. Such difference of deficiency between the rent herein reserved and the rent collected shall be due and payable in monthly payments during the term of this lease as the amount of such difference or deficiency shall from time to time be ascertained.

NOTICES

Art. 22. Wherever in this lease it shall be required or permitted that notice or demand be given or served by either party to this lease to or on the other such notice or demand shall be given and served and shall not be deemed to have been duly given or served unless in writing and forwarded by certified mail, addressed as follows:

TO THE LANDLORD (Regional Office)

1740 Peachtree Street N.W.
Atlanta, Georgia 30309

and a copy thereof

TO THE LANDLORD (Executive Office)

233 Broadway
New York, New York 10279