

IN CASE THE LESSEE SHALL FAIL, REFUSE OR NEGLECT TO MAKE any of the payments in and by this Article required, then the Lessor, at his option, may, and without constituting a waiver of the default thus occurring in the lease, pay the same, and the amount or amounts of money so paid, including reasonable attorney's fees and expenses which might have been reasonably incurred because of, or in connection with, such payments together with interest on all of such amounts at the rate of eight (8%) percent per annum, shall be repaid by the Lessee unto the Lessor upon demand of the Lessor and the payment thereof may be collected or enforced by the Lessor in the same manner as though said amount were an installment or rent specifically required by the terms of this lease to be paid by the Lessee unto the Lessor upon the day when the Lessor demands the repayment thereof or the rightful reimbursement therefor of and from the Lessee.

THE PARTIES INTEND THAT ANY TEMPORARY EXTENSION BY TAX COLLECTING AUTHORITIES, or by ordinance, or by statute, of the due or delinquency date of taxes shall not accrue to the benefit of the Lessee, but the Lessee shall, in any event, pay taxes at least thirty (30) days before the same become delinquent under the general law governing payment of same.

ARTICLE IV

Restrictions On Use

Lessee's shall not use the premises for any purpose other than as an office for the conduct of Lessee's business operated under the name Balentine Brothers, Inc. and shall make no use of the premises incompatible with or interfering with the operation of the adjoining property, known as "Ramblewood Apartments", as an apartment complex. Upon Lessee's ceasing to use the premises for such purpose this Lease shall immediately terminate.

ARTICLE V

Improvements

Lessor shall not be obligated to maintain, replace or rebuild any improvements on the premises. All improvements constructed on the demised premises by Lessee and all additions, alterations and improvements thereto made by Lessee shall not become a part of the realty even if affixed to the realty but shall remain the exclusive personal property of Lessee during the term of this Ground Lease. Upon termination of this Lease, Lessee shall, within 90 days of such termination, remove all improvements from the premises

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