

that Lessor has the full legal right under said underlying lease (without the consent of others) to make this sublease upon each and all of the terms, covenants and conditions herein set forth.

(c) Lessor agrees to indemnify Lessee against any and all damage which it may suffer by reason of the incorrectness of any of the representations or warranties set forth in this Article, whether or not Lessee may have actual or constructive knowledge of such incorrectness at the time of delivery of this lease.

29. LESSOR'S DEFAULT (a) In the event that Lessor is the lessee under an underlying lease of the Leased Premises, Lessor, prior to the execution and delivery of this lease, shall have obtained from the lessor of such underlying lease its agreement (i) to give notice to Lessee of any default by Lessor as lessee under said underlying lease and (ii) to permit Lessee, on behalf of Lessor, to cure such default within the time permitted by said underlying lease or specified in said notice (if none is specified in said underlying lease), in no event to be less than ten (10) days after the giving of such notice. The Lessor shall deliver to Lessee an executed copy of such agreement promptly after its receipt by Lessor.

(b) If Lessor shall default under any of the provisions of this lease on Lessor's part to be performed (including, without limiting the generality of the foregoing, Lessor's obligation hereunder to make repairs and replacements) and Lessor shall not have commenced diligently to cure such default within ten (10) days (or within twenty-four (24) hours with respect to defaults of an emergency nature) after notice thereof to Lessor, Lessee (after notice to Lessor of Lessee's intention so to do) may, in addition to any other remedy provided by law, cure such default and deduct the cost thereof from the rent thereafter becoming due hereunder or recover such cost, including interest thereon and reasonable attorneys' fees, in an action brought against Lessor.

30. QUIET ENJOYMENT Lessor covenants that so long as Lessee pays the rent reserved in this lease and performs and observes all of the other covenants and provisions hereof, Lessee shall quietly enjoy the Leased Premises for the term hereof.

31. NOTICES Any notice or demand which under the terms of this lease or under any statute must or may be given or made by the parties hereto shall be in writing and shall be given or made by registered mail addressed to the respective parties as follows:

TO THE LESSOR:

Sanford H. Butler
317 Carnegie Building
Atlanta, Georgia 30303

TO THE LESSEE:

The Sperry and Hutchinson Company
330 Madison Avenue
New York, New York 10017

Such notice or demand shall be deemed to have been given or made when deposited, postage prepaid, in the U. S. mail. The above addresses may be changed at any time by giving thirty (30) days prior written notice as above provided.

32. RIGHTS OF SUCCESSORS AND ASSIGNS The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Lessor and Lessee and their respective heirs, executors, administrators, successors and assigns but neither Lessor nor Lessee shall be bound or liable hereunder unless and until this lease shall have been executed and delivered by both Lessor and Lessee. In the event that there shall be more than one party Lessor to this lease, each of the parties Lessor shall be jointly and severally liable for the performance and observance of each and all of the provisions on Lessor's part to be performed and observed.

33. RIDER In the event that the provisions of this lease have been supplemented by the provisions of a rider, said rider consisting of Three (3) typewritten pages is annexed hereto, signed by the parties hereto at the end thereof and is hereby made a part of this lease.

IN WITNESS WHEREOF, the Lessor and the Lessee have respectively executed these presents as of the day and year first above written.

THE SPERRY AND HUTCHINSON COMPANY
Lessee

Attest:

G. Duvier

Assistant Secretary

By *N. W. Osterland*
Norbert W. Osterland Vice President

Sanford H. Butler

Lessor

Witness:

Richard P. Kony

Witness:

Harold K. Kautz

Sanford H. Butler

M. Hillman

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