

13. Landlord shall pay when due all taxes and assessments hereafter levied upon the aforesaid premises, during the term hereof, including improvements, and Tenant shall pay all taxes levied against its personal property. However, should the ad valorem taxes levied against the land and improvements for any year subsequent to the first full calendar year of this lease exceed 110% of the taxes levied for the first full calendar year of this lease, then in such event, Tenant agrees to pay any excess over 110% as aforesaid.

14. If the leased premises shall be damaged by fire, the elements, unavoidable accident or other casualty, but are not thereby rendered untenable, in whole or in part, Landlord shall promptly at its own expense cause such damage to be repaired, and the rent shall not be abated; if by reason of such occurrence, the premises shall be rendered untenable only in part, Landlord shall promptly at its own expense cause the damage to be repaired, and the rent meanwhile shall be abated proportionately as to the portion of the premises rendered untenable; if by reason of such occurrence the premises shall be rendered wholly untenable, Landlord shall promptly at its own expense cause such damage to be repaired, and the rent meanwhile shall be abated in whole, unless within sixty (60) days after said occurrence Landlord shall give Tenant written notice that it has elected not to reconstruct the destroyed premises, in which event this lease and the tenancy hereby created shall cease as of the date of said occurrence, the rent to be adjusted as of such date.

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15. If the whole or any part of the leased premises shall be taken under the power of eminent domain, then this lease shall terminate as to the part so taken on the day when Tenant is required to yield possession thereof, and Landlord shall make such repairs and alterations as may be necessary in order to restore the part not taken to useful condition; and the rent shall be reduced proportionately as to the portion of the leased premises so taken. If the amount of the leased premises so taken is such as to impair substantially the usefulness of the leased premises for the purpose for which the same are hereby leased, in the opinion of Tenant or Landlord, then either party shall have the option to terminate this lease as of the date when Tenant is required to yield possession. All compensation awarded for such taking of the fee and the leasehold shall belong to and be the property of the Landlord; provided, however, that the Landlord shall not be entitled to any portion of the award made to the Tenant for loss of business and for the cost of removal of stock and fixtures.

16. Tenant shall keep and hold Landlord harmless from any liability for loss or damage to persons, or property, both real or asserted, accruing from any cause or causes in or connected with or about the within leased premises, or arising out of Tenant's occupancy of said premises.

17. That if the rent above referred to, or any part thereof, shall be behind-hand or unpaid on the date of payment by the terms hereof, and remain so for a period of thirty (30) days after written notice shall have been sent by registered mail to Tenant, at 106 Washington Street, Viaduct, Atlanta, Georgia, or at a later address to be designated, and also at the demised premises, then and in such case it shall and may be lawful for the said Landlord, at Landlord's option, by summary proceedings, or by other appropriate legal action or proceedings, to terminate this lease, and to enter into said demised premises or any part thereof, and expel the said Tenant, or any person or persons occupying, in or upon the said premises, and so to repossess and enjoy the said premises as in Landlord's former estate, it being agreed that the foregoing right to terminate shall not be exclusive but shall be in addition to all other rights and remedies which may be available under the laws of South Carolina including but not limited to the right to distress against property of the Tenant on the premises in case the rent remains unpaid after such (30) thirty day period. Should the said term at any time be ended under the terms and conditions hereof, or in any other way, the Tenant hereby covenants, and agrees to surrender and deliver up said premises and property peaceably to the said Landlord immediately upon the termination of said term.

18. Landlord hereby warrants that Landlord and no other person or corporation has the right to lease the premises hereby demised. Tenant shall have peaceful and quiet use and possession of the leased premises without hindrance on the part of