

TERM AND RENTAL

3. TO HAVE AND TO HOLD the same, together with all rights and appurtenances thereunto belonging, including rights of LESSOR in and to all abutting streets, roads and passageways, unto ATLANTIC, ATLANTIC'S successors and assigns, for and during the term of twenty (20) years from the first day of the calendar month following the date of completion of proposed improvements to be erected as provided in Paragraph 4 hereof, or from the first day of July, 1961, whichever date shall first occur, hereinafter called "the original term"; ATLANTIC yielding and paying therefor, during said original term, a monthly rental of THREE HUNDRED TWENTY SIX AND 97/100 - - - - - Dollars (\$326.97), in advance, on the first day of each calendar month during said term; PROVIDED, HOWEVER, that should the cost of the buildings and improvements which shall have been erected as provided in paragraph 4 hereof exceed SEVENTEEN THOUSAND DOLLARS (\$17,000.00), then monthly rental shall be increased, or if such cost shall be less than SEVENTEEN THOUSAND DOLLARS (\$17,000.00), then said monthly rental shall be decreased, and such increase or decrease, as the case may be, shall be computed at the rate of SEVENTY ONE CENTS (71¢) for each ONE HUNDRED DOLLARS (\$100.00) of the difference between SEVENTEEN THOUSAND DOLLARS (\$17,000.00) and the actual cost of said buildings and improvements; PROVIDED FURTHER, HOWEVER, that in no event shall the maximum rent payable hereunder exceed THREE HUNDRED FORTY ONE AND 02/100 DOLLARS (\$341.02).

ERECTION OF IMPROVEMENTS

4(A) LESSOR, at LESSOR'S sole cost and expense, shall construct upon said demised parcel of ground certain improvements in accordance with ATLANTIC'S plans numbered 48-GA-23J, 49-GA-23G, 55-GA-23F, with 8 inch walls.

and specifications therefor, all approved by ATLANTIC, and also shall grade the premises, install and connect water and sewage lines to an adequate water supply and adequate sewerage disposal system, pave the driveway and sidewalk areas, and install and pave driveway approaches satisfactory to ATLANTIC and in accordance with layout plans and specifications to be prepared promptly by ATLANTIC.

CANCELTION PRIOR TO ORIGINAL TERM

(B) If said improvements have not been commenced prior to the first day of July, 1961, at any time thereafter and prior to the commencement thereof, ATLANTIC, at ATLANTIC'S option, may cancel this lease by giving LESSOR notice thereof.

RENTAL ABATEMENT

(C) If said improvements are not completed prior to the first day of the original term as established in Paragraph 3 hereof, all rental hereunder shall abate until said improvements are completed and rental shall accrue only from the first day of the calendar month following the date of such completion. In such event the original term of this lease shall be extended for a period of time equal to the period of time that such rental abatement remains in effect.

OCCUPANCY PRIOR TO BEGINNING OF ORIGINAL TERM

(D) ATLANTIC, at ATLANTIC'S option, may occupy the demised premises for the purpose of conducting business thereon at any time prior to the beginning of said original term. In such event ATLANTIC shall pay rental from the date of such occupation at the rates specified in Paragraph 3 hereof. Such occupancy shall be subject to the provisions of this lease and shall not prejudice the rights and obligations of the parties hereto nor affect said original term, which shall be the period as specified in Paragraph 3 hereof.

(E) LESSOR, at LESSOR'S sole cost and expense, shall furnish and install the trade fixtures listed in Paragraph 2 hereof.

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