			J.S. PQ5	TAL SERVICE	-			
		_		FORM LEASE	0119	70-001		
THE UNDERSIGNED,	hereinafter called th	he Lessor, her	eby lea	ses to the United	States Post	al Service, he	reinafte	r called the Postal
Service, the premises he	reinafter described	for postal pur	rposes,	pursuant to the to	erms and C	onditions des	cribed h	erein and con-
tained in General Cond	itions to Short Forr	n Lease, Forn	n 7417	-A, attached heret	to.			
		1. LOCATIO	ON. Th	e premises are loc	ated at:			·
East Side of Ma	(Address) ain St.		COTI	(City) IMBIANA	Chilbi (C	ounty)	(Sec	ate and ZIP Code)
		<u>i</u>			SHELB			35051
upon which is or will b improvements and appu	e located a <u>one</u>							
		4606	ribed	i in Exhibit	"A" att	ached and	by th	is reference
hereto is made	a part hereoi							
AREA	DIMENSIONS	NET SQ. F	τ.	AREA		DIMENSIC)N3	NET SQ. FT.
FIRST FLOOR	35 x 70	2450	ľ	DRIVEWAY				
PLATFORM STORAGE OF VEHICLES	(No. of Holes)	<u></u>		PARKING & MANEUV	ERING			
STORAGE OF VEHICLES	ino. of Units)		ľ	OTHER (Describe)				
2. TER	MS-(in each case tw	vo (2) of the	followi	ng naraoranhe "A	" "R" and	"C" must be	dalata	<u>1</u>
1	**			•				
Month-to-Month. The nated at any time by	is is a month-to-mor	nth tenancy f	or an in	ndefinite period b	eginning <u></u>	$\frac{2_{\rm E}}{1.\pi}$, 19), a	nd may be termi-
rected to the Contra	either party giving	to the other	a thirty	y days' written no	otice, any st	ich fi fice giv	en by L	essor to be di-
Tected to the Contra	cong Officer.							
Fixed Term. To have	and to hold said p	remises with	their ar	purtenances for a	term of S	inty (60)	month	s beginning
<u>lugust 1, 19</u>	1 2 2 2 , and ending $_{-}$ 3	uly 31		, 19 <u>.87</u> .				
3 (1) The Postal Service	e may terminate thi	i s agreement- a	at any	time by giving thi	rty days' w	ritt en notice 1	to the I	essor, DULETED
(2) This agreement n	hay be renewed, at a	the option of	the Po	stał Service, provi	ding that 3	0 days' writte	n notice	e is given before
the end of the fig	xed term, for the fo	ollowing separ	ate and	consecutive term	is and at the	e following m	onthly	rentals:
NO. MONTHS	Ĭ AT	I NO A	MONTHS	AT	- Т	NO. MONTHS		A T
(0)	1(PER MONTH RE	(b)	·····	IPER MONTH			(PE)	R MONTH RENTALL
Sixty (60)	1000.00	(0)	r	ELGTED	(4		ETED	
Automatic Renewal	To have and to hol	d the said pre	mises v	with their appurte	nances for :	aderm of one	vear be	erinning
any annual term the	19 Eg. Thereafter t	his agreement	t shall i	renew itself from	year to yea	r utiless thirty	davs b	ognimis oe fore the end of
design to the city	Lessor gives written	notice of ter	minatio	on, delivêred to th	ie Contracti	ing Officer. T	he Post	al Service may
terminate this agreen	ent at any time by	giving thirty	days' v	vritten notice to t	he Lessor.	- Б		ŕ
RENTAL. The Postal	Service shall pay the	ie Lessor moi	athly re	ental of \$ 1000.	nn	navahle at	the end	of each month.
Rent for part of a mo	onth shall be prorat	ed. Rent chec	ks shal	l be made payable		n F. Kell		or each month.
Freida M. Kelly					200	710 1 7 71011	.,	
Lessor, as part of the					services and	l equipment:	Heat	ing, Lighting
Air Conditionir	ig, Water and	Sewerage	Servi	ce as presen	tly inst	alled.		3, 0
OTHER PROVISION	S. The following ad	ditional provi	sions, r	nodifications, ride	rs, layouts	and/or forms	were as	greed upon prior
to execution and mag	ie a part hereof: P	aragraphs	2.E.,	25(1) and 20	are del	leted. Th	ie USP	'S shall be
responsible for	payment of a	il utility	y b11	ls. Lessor	shall ha	ave a new	heate	r installed
by Winter of 19 modified to inc	oz and pay th Jude Maintena	e ad valo	rem c	axes. Gener	al Condi	tions to	this	lease are
	ersigned has comple			reto Form 7210 D	Donosana	tations and C		·
	-/-	cu and attac	ried he					
EXECUTED BY LESSO	OR = Y - Z	-6 , :	<u>2 جوا</u>	A A	ICCEPTAN	CE BY POST.	AL SEK	CVICE
By Lean De	Eleny - You	Maler K	elly		_	- Ju	<u> </u>	<u> </u>
	(Signature)	<u> </u>		$\langle \cdot \cdot \rangle$	BH	a Solani	9-	
Leon F. or Frei	da M. Kelly,	Husband/H	i fe	3 By:	Ilouda Ilouda	Conduction	7	
	(Print Name & Title)			•		ng, Gen er a Catato & B		ager <u>ags Office </u>
Identifying No.:				Title: Fiel		onitacting Offic		441.0. 11.4.1 (19.1.)
Address: P. O. Box	1266			Address: 2245	-	-	•	- Suite 17
		660 6750						
Columbiana, Al. City, State and ZIP Code)		<u>569-6753</u> 2921 (Telep		/ <u> </u>	nta, 500	rgia 3034		<u> </u>
				1 120	<u> </u>	(404) 22	1-524	_1
S Form 7417 Lear	a Krelley of	O Boy	スト	L Columbia	ur_			

EXHIBIT "A"

to

Short Form Lease Columbiana, AL

All that lot approximately 55' x 142', including: All that certain room, 35' x 70', providing 2,450 square feet of floor space, net, inside measurements, on the first floor; plus platform 20' x 8', providing 160 square feet of space; crushed-rock surfaced area 55' x 65', less platform area, in rear; and a crushed rock surfaced driveway 18' wide from Mildred Street to rear area; of the one-story, brick on concrete blocks premises, situated on the Morth side of Mildred Street, between Main Street and Milner Street, in

Columbiana, Shelby County, Alabama

GENERAL CONDITIONS TO SHORT FORM LEASE

- 1. LESSOR'S SUCCESSORS. The terms and provisions of this lease and the conditions herein shall bind the Lessor, and his heirs, executors, administrators, successors, and assigns.
- 2. APPLICABLE CODES AND ORDINANCES. The Lessor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the rented space is situated and, at his own expense, to obtain all necessary permits and related items.
- 3. OFFICIALS NOT TO BENEFIT. No member of or delegate to Congress, or resident Commissioner shall be admitted to any share or part of this rental contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this rental contract if made with a corporation for its general benefit.
- 4. COVENANT AGAINST CONTINGENT FEES. The Lessor warrarits that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Postal Service shall have the right to annul this lease without liability or in its discretion to deduct from the rental price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee, (Licensed real estate agents or brokers having listings on property for tent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause,)
- 5. ALTERATIONS. The Postal Service may make alterations, attach fixtures or signs and erect structures in or upon the premises, all of which shall be the property of the Postal Service and, if the Lessor requests, within 30 days before termination of the Lesse, the Postal Service will repair promptly or provide the Lessor payment in lieu thereof for any damage caused by its removal of such property.
- 6. EXAMINATION OF RECORDS. (NOTE: This provision is applicable if this Lease was negotiated without advertising.)
 - a. The Lessor agrees that the Postmaster General or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this Lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this Lease.
 - b. The Lessor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Postmaster General or his representatives shall, until the expiration of 3 years after final payment under this Lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract. The term "subcontract" excludes (1) purchase orders not exceeding \$2,500, and (2) subcontracts for purchase orders for public utility services at rates established for uniform applicability to the general public.
- RECORDING. This agreement shall be recorded at the expense of the Lessor, upon the request of the Postal Service Contracting Officer, said expense shall include all required fees.

8. MAINTENANCE; FITNESS FOR USE. The Lessor shall, except as otherwise specified and except for damage resulting from the act or negligence of Postal Service agents or employees, maintain the demised premises in good repair and tenantable condition. If the leased premises or any part thereof become unfit for use for the purposes for which leased, the Lessor shall put the same in satisfactory condition, as determined by the Postal Service, for the purposes for which leased. If he fails to make repairs or otherwise restore the premises to tenantable condition within a reasonable time after receipt of notice from the Contracting Officer, the Postal Service shall have the right to perform the work, by contract or otherwise, and withhold the cost thereof from payments due or to besome due under this contract. In addition, for any period the premises or any part thereof are unfit for the purposes for which leased, the rental shall be abated in proportion to the area determined by the Postal Service to have been rendered unavailable by reason of such condition. Unfitness for use does not include subsequent unsuitability arising from such matters as design, size or location of the building.

During the continuance of the lease, the interior of the building, including but not limited to, the walls and ceilings, shall be repainted at least once every five (5) years unless to quired more often because of damage from fire or other casualty, or unless the five year period is specifically extended in writing by the Contracting Officer.

The Lessor shall designate on Form 7426 emergency maintenance repairmen for electrical, plumbing, heating, ventilating and air conditioning emergencies or other emergencies (window, doors, locks, etc.) that may be called in the event of an emergency situation involving maintenance of the property and/or equipment when the Lessor or his designated agent cannot be contacted within a reasonable time.

- 9. DESTRUCTION OF PREMISES. Notwithstanding the provisions of Clause 8, if the premises be destroyed by fire or other casualty, this lease shall immediately terminate.
- 10. NOTICE OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES. The Lessor is cautioned as follows: By signing the offer, the Lessor will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" included in this solicitation. The certification provides that the Lessor does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities. Failure of a Lessor to agree to the Certification of Nonsegregated Facilities will render his offer ineligible for acceptance if the payments thereunder exceed \$10,000 and the contract is not otherwise exempt from the provisions of the Equal Opportunity clause.
- 11. EQUAL OPPORTUNITY. (The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)

During the performance of this contract, the Lessor agrees as follows:

(a) The Lessor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex or national origin. The Lessor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, age, sex or national origin. Such action shall include, but not be

PS Form 7417-A (Page 1)

- 17. EQUIPMENT, UTILITIES AND SERVICES. Unless otherwise specified herein, the Lessor shall furnish suitable flag staff, proper post office sign and a ten-pound multi-purpose fire extinguisher for all class fires, as well as other equipment as may be specified. He shall keep all such furnished items in good condition, except that the Postal Service shall be responsible for re-charging and shell pressure testing the fire extinguisher with the Lessor remaining responsible for repair and replacement.
- 18. SUBLEASE. The Postal Service may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any subletting or assignment.
- 19. LESSOR OBLIGATIONS. The Lessor's obligations in regard to the services provided in the Short Form Lease are further defined as follows:
 - (a) If fuel is furnished—Lessor shall furnish heating system of sufficient size and capacity to provide uniform temperature in all portions of the demised premises in accordance with contractual requirements, and if not specifically specified in the contractual requirements, to furnish a heating system of sufficient size and capacity to provide uniform temperature of 65 degrees F. in all portions of the demised premises, together with all fuel and filters required for proper operation of the system during the continuance of the lease.
 - (b) If heat is furnished—Lessor agrees to maintain uniform heating temperature in all portions of the demised premises in accordance with contractual requirements during the continuance of the lease, and to furnish necessary filters. Unless otherwise specified in the contractual requirements, uniform heating temperature of 65 degrees F, shall be provided in all portions of the demised premises during the continuance of the lease.
 - (c) If neither fuel nor heat is furnished-Lessor shall furnish heating system of sufficient size and capacity to provide uniform temperature in all portions of the demised premises in accordance with contractual requirements, and if not specifically specified in the contractual requirements, to furnish a heating system of sufficient size and capacity to provide uniform temperature of 65 degrees F. in all portions of the demised premises, together with all filters required for proper operation of the system during the continuance of the lease.
 - (d) If light is furnished—Lessor agrees to provide and install light fixtures in accordance with contractual requirements and during the continuance of the lease shall provide and install all needed replacement parts including, but not limited to, necessary fluorescent tubes and incandescent lamps, as well as paying all lighting bills.
 - (e) If light is not furnished and fluorescent lights are used— Lessor agrees to provide and install light fixtures in accordance with contractual requirements and to provide and replace during the continuance of the lease all replacement ballasts as needed. (f) If power is furnished—Lessor agrees to furnish and pay for all
 - power during continuance of the lease.

 (g) If water is furnished-Lessor agrees to furnish and pay for all water during continuance of the lease.
 - (h) If sewerage service is furnished-Lessor agrees to furnish and pay for sewerage service during continuance of the lease.

- (i) If air conditioning equipment is furnished—Lessor agrees to furnish air conditioning equipment in accordance with contractual requirements, servicing of said equipment, including, but not limited to, the replacement of necessary refrigerant and filters as required for proper operation of the equipment.
- (i) If air conditioning is furnished—Lessor agrees to furnish air conditioning equipment in accordance with contractual requirements, servicing of said equipment, including, but not limited to, the replacement of necessary filters and refrigerant as required for proper operation of the equipment, together with power, water and other services for its operation.
- 20. PAYMENT FOR LABOR AND MATERIAL. If the Successful Bidder is required to furnish a Labor and Material Payment Bond, Form 7414-E, in connection with this Lease, he agrees to post at the job site in a prominent place, a photostat or certified copy of Form 7414-E, where it can easily be seen by all persons who have furnished, or have been requested to furnish labor, material, or both, used or reasonably required for use in the performance of this Lease.
- 21. CLEAN AIR AND WATER (JULY 1975) (Applicable only if (i) offer exceeds \$100,000, or (ii) the offer is for an indefinite quantity and it indicates that orders for estimated quantities will exceed \$100,000 in any year, or (iii) a facility to be used is listed on the EPA List of Violating Facilities due to a criminal conviction, or (iv) the contract is not otherwise exempt.)

 The Contractor agrees as follows:
 - (2) To comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, as amended by Public Law 92-500), respectively, and all regulations and guidelines issued thereunder.
 - (b) That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency (EPA) List of Violating Facilities on the date when this contract was awarded, unless and until the EPA removes the name of such facility from such listing.
 - (c) To notify promptly the Contracting Officer of receipt of any communication from the EPA indicating that any facility proposed for or in use under this contract is under consideration to be listed on the EPA List of Violating Facilities.
 - (d) To insert the substance (i) of any Clean Air and Water Certification contained in this solicitation and (ii) of the provisions of this clause into every nonexempt subcontract, including this paragraph, and to take such steps as the Postal Service may direct as a means of enforcing these provisions.
 - (e) That in the event the Contractor fails to comply with all the above requirements, his right to perform may be canceled, terminated for default, or suspended for such failure, in whole or in part.

(Environmental Protection Agency regulations implementing the provisions for listing prescribed by the referenced statutes may be found at 40 CFR Part 15.)

22. The attached Maintenance Rider is incorporated in and made a part hereof to the conditions. The provisions of this rider supersede and take precedence over all other references to maintenance in the General Conditions.

PS Form 7417-A (Page 3) July 1980

U.S. GOVERNMENT PRINTING OFFICE \$28-828

limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; tayoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Lessor will, in all solicitations or advertisements for employees placed by or on behalf of the Lessor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, sex or national origin.

(c) The Lessor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Lessor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for em-

ployment.
(d) The Lessor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(c) The Lessor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Lessor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Lessor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Lessor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Lessor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Lessor may request the United States to enter into such litigation to protect the interests of the United States.

12. OVERTIME. (a) The Lessor shall not require or permit any laborer or mechanic in any workweek in which he is employed on any work under this Agreement to work in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek, whichever is the greater number of overtime hours. The "basic rate of pay", as used in this clause, shall be the amount paid per hour, exclusive of the

Lessor's contribution or cost for fringe benefits and any cash payment made in lieu of providing fringe benefits, or the basic hourly rate contained in the wage determination (if applicable), whichever is greater.

(b) In the event of any violation of the provisions of paragraph (a), the Lessor shall be liable to any affected employee for any amounts due, and to the Postal Service for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by paragraph (a).

(e) The Contracting Officer may withhold from the Lessor, from any moneys payable under the lease, such sums as may administratively be determined to be necessary to satisfy any liabilities of the Lessor for unpaid wages and liquidated damages.

- 13. HEALTH AND SAFETY STANDARDS. (a) To the extent this agreement is for construction, alteration, and/or repair, including painting and decorating, the Lessor shall not require any laborer or mechanic employed in the performance of this agreement to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under standards promulgated by the Secretary of Labor under the authority of 40 U.S.C. 333 (see 29 CFR Part 1518).
 - (b) In the event it is determined that the Lessor has failed to comply with this provision regarding health and safety standards, the Postal Service, in its discretion, may cancel this agreement, contract for the balance of the work or term, and charge to the Lessor the additional cost, if any, incurred thereby.
- 14. SUBCONTRACT PROVISIONS. The Lessor agrees to insert the Overtime clause, the Health and Safety Clause and this Subcontract Provisions clause in all subcontracts hereunder and to require their inclusion in all subcontracts of lower tier. The term "Lessor" as used in these clauses in any subcontract shall be deemed to refer to the subcontractor.
- 15. ASSIGNMENT OF CLAIMS. (a) If this agreement provides for payments aggregating \$1,000 or more, claims for moneys due or to become due the Lessor from the Postal Service under this Lease may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this Lease and not already paid, and shall not be made to more than one party except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with (i) the Contracting Officer, (ii) the surety or sureties upon the bond or bonds, if any, in connection with this lease; and (iii) the disbursing officer, if any, designated in this lease to make payment, and the Contracting Officer has acknowledged the assignment in writing. (b) Assignment of this lease or any interest in this lease other than in accordance with the provisions of this clause shall be grounds for annulment of the lease at the option of the Postal Service.
- 16. MORTGAGEE'S AGREEMENT. If there is now, or will be, a mortgage on the premises, the Lessor shall, if requested to do so, furnish a mortgagee's subordination agreement on Form 7450.

PS Form 7417-A (Page 2)

The Postal Service shall keep the demised premises in good repair and tenantable condition, except that the Postal Service will not be obligated to make any repairs which are the responsibility of the lessor as specified in Paragraph 2 of this rider. The term "demised premises" as used in this paragraph includes the improvements thereon and the appurtenances thereto, and any and all equipment and fixtures furnished or to be furnished by the lessor under this lease. The Postal Service's responsibilities as stated herein shall be fulfilled at such time and in such manner as the Postal Service considers necessary to keep the demised premises, equipment, fixtures, improvements and appurtenances in proper condition.

2. Obligations of the Lessor

The lessor will be responsible for all structural repairs to the demised premises; for repairs resulting from Acts of God, or acts of the public enemy; for repairs to all common or joint use areas that may be included as part of this lease agreement; for repairs resulting from defects in building construction or installation of equipment, fixtures and appurtenances furnished by the lessor; for repairs resulting from fire or other casualty or calamity, unless such damage arises from the act or the negligence of the Postal Service's agents or employees; and for any repairs in postal maintained areas made necessary by any failure of a facility element for which the lessor is responsible. Structural repairs as used in this paragraph shall be limited to the foundation, bearing walls, floors, excluding the floor covering, column supports, and the roof system, including but not limited to roof covering, flashing, and insulating.

When the need arises for repairs which are the lessor's responsibility, the Postal Service shall (except in emergencies) give the lessor written notice thereof, specifying a time limit for completion of the work which is reasonable and commensurate with the nature of the work required. When the need arises for maintenance or repair or for restoration to a condition suitable for the purpose for which leased, the Postal Service shall (except in emergencies) give the lessor written notice thereof, specifying a time for completion of the work which is reasonable and commensurate with the nature of the work required. A copy shall be furnished by certified or registered mail to the Lessor's mortgagee and assignee of the monies due or to become due under this lease, whose names and addresses have been furnished to the Postal Service by the Lessor. If the Lessor (or the mortgagee or the assignee, on behalf of the Lessor) fails to prosecute the work with such diligence as will ensure its completion within the time specified in the written notice (or any extension thereof as may be granted at the sole discretion of the Postal Service) or fails to complete the work within said time, the Postal Service shall have the right to perform the work, by contract or otherwise, and withhold the cost thereof from payments due or to become due under this lease, or, at the sole discretion of the Postal Service, cancel the lease. In addition, for any period the premises, or any part thereof, are unfit for the purposes for which leased, the rent shall be abated in proportion to the area determined by the Postal Service to have been rendered unavailable to the Postal Service by reason of such condition.

340 PAG 461

STATE OF GEORGIA COUNTY OF DEKALB

Personally appeared before me, L. B. Harding, who being by me first duly sworn, states that he is the General Manager Field Real Estate and Buildings Office of the United States Postal Service, Atlanta, Georgia, and that he executed the foregoing and annexed Lease and that said writing was signed by him in behalf of the United States Postal Service by its authority duly given. The said L. B. Harding acknowledged said writing to be the act and deed of the United States Postal Service.

WITNESS my hand and Notarial Seal, in the County and State aforesaid, this 14th day of 1982

une T. Orsborn

Notary Public, Georgia, State at Large

My Commission expires: 01-09-84

FORM OF ACKNOWLEDGMENT FOR HUSBAND AND WIFE

Personally appeared before me. a Notary Pu	ıblic in and for the County and State aforesaid,
	who is known to me to be
······································	e, and who acknowledged that he signed, sealed, and delivered
the same as his free and voluntary act for the us	
And on the same day also voluntarily appear	ared before meFreida M. Kelly
wife of the said Leon F. Kelly	to me well known as the pers
signing said lease, and in the absence of	Leon F. Kelly
saidFreida M. Kelly	declared that she had of her own free will signed and seale
the foregoing lease for the purposes therein conti	ained and set forth, including the release of homestead and dov
	·
therein of which she had full knowledge, withou	
	it compulsion or undue influence of her said husband.
Witness my hand and notarial seal, in the	t compulsion or undue influence of her said husband. County and State aforesaid, this
	t compulsion or undue influence of her said husband. County and State aforesaid, this
Witness my hand and notarial seal, in the	t compulsion or undue influence of her said husband. County and State aforesaid, this
Witness my hand and notarial seal, in the	t compulsion or undue influence of her said husband. County and State aforesaid, this
Witness my hand and notarial seal, in the C	t compulsion or undue influence of her said husband. County and State aforesaid, this
Witness my hand and notarial seal, in the	it compulsion or undue influence of her said husband. County and State aforesaid, this
Witness my hand and notarial seal, in the C	County and State aforesaid, this

COTHER WAS HELD

1982 JUN 22 AM 11: 58

JUDGE OF PROBATE

PS Form 7449-C GPO 849-985