

capacities sufficient to serve and operate Tenant's business from the Premises.

b. With the sole exception of telephone, Landlord shall furnish and pay for electricity, gas, water, sewer, and any other utility used by Tenant while occupying the Premises. No deduction shall be made from the rent due to a stoppage in the service of water, sewer electricity, gas, and or any other utility unless directly or indirectly caused by an act of Landlord. In the event of interruption in electricity, gas, water, sewer, or any other utility, Landlord will proceed with all due diligence to restore same. Tenant may make payment directly to a utility provider if Landlord has failed to properly make a payment that is the obligation of Landlord pursuant to this paragraph. All costs and expenses incurred by Tenant in exercising Tenant's rights under this this paragraph, shall bear interest at eight percent (8%) per annum from the date of payment by Tenant and shall be payable by Landlord to Tenant upon demand, which shall be accompanied by an invoice of such costs and expenses and reasonable documentation substantiating such costs and expenses. If Landlord fails to pay any such amount within ten (10) days after demand therefor, Tenant shall have the right to set off against, and deduct from, rent payable hereunder such amounts owing by Landlord to Tenant.

2. "Janitorial Services."

a. shall be construed to mean performing the following services within the Premises: (1) vacuum carpet nightly on Monday through Friday (except for those holidays recognized by national banks in the metropolitan area of Atlanta, Georgia); (2) empty all waste receptacles and remove waste paper and rubbish from the Premises; (3) wash waste receptacles as necessary; (4) hand dust and wipe with damp or treated cloth all office furniture, files, fixtures, paneling, and all other horizontal surfaces as necessary (desks and other furniture must be cleared of all items by Tenant); (5) damp wipe and polish all glass furniture tops as necessary (furniture must be cleared of all items by Tenant); (6) remove all finger marks and smudges from all vertical surfaces, including doors, door frames, around light switches, private entrance glass and partitions as necessary; (7) damp mop to remove any beverage spillage or spots that appear on non-carpeted flooring; (8) dust areas reachable without ladders as necessary; dust air grills and ceiling recessed light fixtures as necessary; (9) sweep vinyl asbestos, asphalt, vinyl, rubber or other composition floors; sweep ceramic tile and brick floors and wash or scrub same as necessary; (10) wax and buff tile floors in office areas on an as needed basis; (11) with respect to any restrooms located within the Premises, empty and sanitize all receptacles and sanitary disposals, fill toilet tissue, soap, towel, and sanitary napkin dispensers as necessary, mop, rinse, and dry floor, clean all mirrors, bright work and enameled surfaces, scrub floors as necessary, wash and disinfect all basins, urinals, and bowls, wash with disinfectant when necessary all partitions, tile walls and outside surfaces of all dispensers and receptacles.

b. Landlord shall furnish and pay for all Janitorial Services for the Premises and Common Areas. Tenant agrees to promptly report to the Landlord any janitorial condition that should be addressed by the Landlord.

ARTICLE VII. CASUALTY, REPAIRS, MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

1. Casualty Affecting the Premises. A Casualty affecting a "Material Portion of the Premises" shall mean a Casualty which, in Tenant's sole good faith judgment, renders the Premises unsuitable for the Tenant's continued feasible and economic use for substantially the same purposes as immediately prior to such Casualty.

a. If there occurs a Casualty affecting a Material Portion of the Premises, Tenant shall have the right, at Tenant's option, to terminate this Agreement by giving Notice to Landlord of such termination within thirty (30) days after the Date of Casualty, in which event this Agreement shall terminate, and the Term of this Agreement shall expire, on the Date of Casualty with the same effect as if the Date of Casualty were the Expiration Date, and all rent and other sums shall be apportioned and paid through and including the Date of Casualty.

b. If there occurs a Casualty affecting a Material Portion of the Premises and Tenant does not terminate this Agreement, or if there occurs a Casualty affecting less than a Material Portion of the Premises, then this Agreement and all duties and obligations of Tenant under this Agreement shall remain unmodified, unaffected and in full force and effect; provided, however, that, commencing with the Date of Casualty, Fixed Rental and Operating Expenses shall abate pro rata to the extent that, and for so long as, any portion of the Premises is not reasonably usable by Tenant in the ordinary conduct of its business.

c. If there occurs a Casualty affecting a Material Portion of the Premises and Tenant does not