

16. The Lessee shall pay any and all bills for water, light, heat, gas or other thing put on or used for said building or premises, and shall keep the building or buildings on said property in good repair during the term of this lease (except the roof and outside walls, as hereinafter stated, which the Lessors are to keep and repair during the term of this lease) and at the expiration or other termination of this lease, the lessee shall immediately surrender possession of the above-described property or premises, together with the building or buildings thereon, to the respective Lessors or owners as shown above, in good condition, normal wear and tear, destruction by fire, the elements or other casualty beyond the Lessee's control excepted.

17. All goods merchandise, or other things in or about its department store and/or building on the property shall be at the cost, risk and expense of the Lessee, and in no event shall the Lessors be called upon to pay anything for or on account of anything, whatsoever, in any wise connected with said business, (~~building-and/or-property~~), except as is hereinafter expressly stated in writing.

G.M.I.
J.F.F.

18. The lessors shall pay the taxes on said real estate as they now exist, or as said taxes may be hereafter increased on such building or buildings, so long as any such building is not more than three stories high with basement below; provided, always, however, that if any building on said property and/or any part thereof is even increased to more than three stories and basement in height (except only sufficient space for an elevator shaft above the third floor roof, which is to be placed immediately above the elevator shaft, wherever it may be located in said building), the Lessors shall pay only such an amount as equals the amount the Lessors paid on account of said taxes for the calendar year previous to the year in which increasing the height of the building over three stories and basement was begun, and any and all increase in such said taxes thereafter for the year in which the building is increased in height, and for each year thereafter, shall be paid by the Lessee promptly each year, as such taxes fall due.

19. In case the building is increased to more than three stories and basement, the Lessors shall secure a statement of such taxes when they become due, and furnish the Lessee with a statement of same, together with a statement of Lessee's share of any such taxes, and the Lessee shall promptly remit to the Lessors the amount to cover its share of such taxes, and after receiving such remittance, the Lessors shall pay such taxes and advise the Lessee that such has been done.

20. The Lessee shall pay any and all taxes on its trade fixtures, goods, merchandise and/or other things placed in or about said building or premises, and the Lessors shall not be called upon to pay any of such taxes.

21. At least thirty days before the above-referred to improvements and/or other improvements except usual and ordinary repairs are begun, the Lessee shall notify J. F. Finlay and/or Edward Finlay at their above-stated respective addresses, of the date on which it intends beginning any of such improvements, so that the Lessors may have riders or other proper indorsements placed on their policies, insuring J. F. Finlay, H. M. Finlay and Edward Finlay, as their interests appear, and granting permission to make the improvements.

22. As the above-mentioned improvements are made, the Lessee shall, at the expense of the respective Lessors, take out and cause to be put in force sufficient additional fire insurance, with extended coverage, if possible, in the names of and payable to J. F. Finlay, H. M. Finlay and Edward Finlay, as their interests appear, up to the full insurable value of any material placed or labor performed in, on or about said premises for improving same, through Glover Brothers, Inc., insurance agents in Greenville, South Carolina, or such other insurance agents as the Lessors may hereafter designate in writing, to be taken out in the Buffalo Insurance Company of Buffalo, New York, and/or the Merchants Fire Assurance Corporation of New York, and/or any other company the Lessors may designate in writing, the said insurance agents to be instructed to send such policies, together with any bill therefor, promptly, as such insurance is written, to J. F. Finlay at 618 James Building, Chattanooga, Tennessee, and/or as Lessors may hereafter direct in writing.

23. After the above-mentioned improvements are fully completed, the Lessee shall promptly notify, J. F. Finlay and Edward Finlay at their aforesaid addresses in Chattanooga, Tennessee, so that Lessors and Lessee may re-arrange such fire insurance on said building so as to carry fire insurance on said building in the amount of 100% of the insurable value of the building on said property, the Lessors to pay premiums on fire insurance, with extended coverage, if possible, up to only \$250,000.00 altogether on said building, and the Lessee to pay the premiums on any fire insurance, with extended coverage, if possible, above said amount. If the Lessors fail to carry \$250,000.00 insurance as aforesaid, the Lessee shall take out sufficient such insurance, for three years each time, to bring Lessors' share of such insurance up to \$250,000.00, and deduct the premiums so paid for the Lessors from any rent owing the Lessors by the Lessee.

24. (a) In the event any building or buildings on the leased premises is or are destroyed either before or during the term of this lease in whole or in part, by fire or other casualty, after the lease is signed by all the parties, and while the building or buildings are in