

tion thereon ensue, the Lessee shall be bound to pay the Lessors a reasonable attorney's fee.

(e) A partial receipt of rents in arrears shall not operate as a waiver of any forfeiture which may before that time have been incurred.

(f) The Lessors shall not be liable for the cost of any alteration, building and/or repairs made by the Lessee, and the Lessee shall be responsible for any and all ordinary repairs except to the roof and outside walls. G.M.I.
J.F.F.

(g) The Lessee covenants to keep all glass and all plumbing, water and gas pipes, and the premises, generally, except the roof and outside walls, in as good repair as when received, ordinary wear and tear and fire or other casualty excepted, at its own expense during the term of this lease, but the Lessors are responsible for the upkeep of the roof and outside walls, as they now exist and/or as fully and substantially completed, but not during the building of any improvements by Lessee. G.M.I.
J.F.F.

(h) The Lessee covenants that it will permit the Lessors or their agent at any time during the thirty days next preceding the expiration of the term of this lease, to place on the windows, walls or doors of the premises one notice of "For Let" or "For Sale", and allow the same to remain there without molestation, and it will also permit the Lessors or their agent, during the period of one year before the expiration of this lease, to show the premises to persons wishing to rent or purchase same.

37. It is agreed by and between the respective Lessors, that the ownership of the ground on or above which the Lessee agrees to make improvements as aforesaid, shall not be changed by this lease in any way, and at or after the expiration and/or other termination of this lease, each and every respective Lessor shall own the ground that he or she has leased and whatever is attached to, put on, or that is above or below the ground on his or her real estate, and that each and every one of said respective Lessors shall have the right, at his or her own expense, to take down or remove any and every thing attached to his or her property, provided he or she provides or leaves sufficient support for that portion of the building that may be affected by any such removal, and also, that each and every one of the respective Lessors shall have the right, at his or her own cost and expense, to put up an appropriate wall or partition where any wall or part of a wall has been removed from, on, above or below his or her ground by the Lessee, and/or to close any opening made by the Lessee between any of the respective ownerships. Also, each and every Lessor shall have the further right to do any and all things possible, at his or her own expense, so as to reconvert the premises as changed, into their present form again, with the express understanding that each and every Lessor shall own what is above his or her respective ground on all the floors and in the basement of the building as it shall then exist.

38. If the Lessors and the Lessee shall disagree about anything pertaining to the type, nature and/or character of any improvements and/or repairs to be made upon the premises by the Lessee because the plans and specifications are not stated herein, the parties hereto agree to submit any such disagreement to J. F. Finlay or Edward Finlay, if living and willing to serve, or to such other person as the Lessors may designate in writing, and to the attorney for the Lessee, for arbitration hereunder, and if both of such parties agree about such matters, their decision shall be binding upon the parties as to such matter or matters, but if such parties do not agree about such matters, then they shall select a third party, and the majority decision of the three shall be binding upon the parties to this lease in reference to such matter or matters.

39. It is mutually agreed that in the event of the Lessee's defaulting in the payment of any rent or in any of the other terms or conditions of this lease, the Lessors shall be required to stamp, register and mail written notice and/or copy of notice of such default to the Lessee at its place of business in Greenville, South Carolina, and to J. B. Ivey and Company, in Charlotte, North Carolina. In the event of failure on the part of the Lessee to remedy any such default within 30 days after the mailing of such notice, or in the event of the default being of such character as to require more than 30 days to remedy same and the Lessee has not, during said period, used reasonable diligence in remedying the same, then and in that event, the Lessors may, at their option, terminate this lease and thereafter, the same shall be at an end for all purposes, except the enforcement of all rights accrued hereunder. The Lessee may address any and all communications in writing to J. F. Finlay, 618 James Building, Chattanooga, Tennessee, and Edward Finlay, 12th Floor, Volunteer Building, Chattanooga, Tennessee, and/or to any representative of Lessors as they may hereafter designate in writing, with address. The sending of notice to such persons and/or parties named above, at said places, by such means, shall suffice for the sending of any notice and/or expression of any option and/or request under this lease.

40. The Lessee shall have the option, at any time on or before April 1, 1964, that is, on or before one year before the expiration of this lease, to renew this lease for an additional ten or twenty years, as it may desire, upon the same terms and conditions set out herein ~~(and/or such of said above terms as the Lessors may deem applicable)~~, provided, the option shall be expressed or exercised in writing sent to the Lessors by the Lessee on or before said date, and also, further, provided, that the amount of rental shall be calculated at 3%, rather G.M.I.
J.F.F.