

the same place equally as strong and at least equally as high, of brick and/or other appropriate material; and also, except the east and rear outside wall on H. M. Finlay's property, and shall rebuild, make or build this wall on her east rear property line, the outside of which wall is to border on the alleyway in the rear of her said store, unless it is decided to extend Lessors' buildings over the alleyway in the rear at the same time these improvements are made, which may also be done, in accordance with the provisions hereinafter set forth about extending the buildings; and Lessee shall do all things necessary in her store to provide sufficient support for a building three stories in height above the basement, with the wall in her basement of sufficient strength to support or safely carry the three stories above it; and always, everywhere, shall provide sufficient strength or support of steel and/or other proper material to safely support any wall and/or any other thing in, on or about said building at all times whatsoever, and shall provide permanent support by replacing any wall or other thing removed with steel support of sufficient dimensions to easily and safely carry any load or other stress that is now or may hereafter be placed on it at any time; shall dig the basements deeper, if necessary, and shall always provide ample foundations and support in doing any and everything the Lessee does in, or about said buildings and premises, at first and/or thereafter, so that no part of the structures on said property may be weakened or caused to fall by anything that is done; and shall install new and up-to-date elevator or elevators, and an air-conditioning system, provided Lessee desires it, and shall extend or install the sprinkler system throughout the entire building of the Lessors, in accordance with the best practice, and so that the entire building will be sprinkled, and may extend or install water, heat, light and/or any other system, wherever it deems such necessary, so as to make said buildings into one fully equipped and complete building, three stories high with basement below, suitable for use as a high-grade department store as aforesaid, at Lessee's cost, risk and expense; and Lessee shall protect and hold each and all of the said Lessors harmless from any and all damage to person or property resulting from or in any wise connected with the doing of any and all such things as are necessary to make said building three stories high with basement below, with the express understanding that the buildings, changes, alterations, additions, repairs and/or improvements (which may be hereinafter referred to as "improvements" merely), shall become the property of the respective Lessors on whose building or premises such is or are attached, as soon as attached to the building and/or the real estate, all of which the respective Lessors agree to, subject always to and under the terms and conditions above set forth and under the provisions of this lessee; provided, no outside wall of Lessors' property which is a party wall, which is the north wall on Tract No. 3, and the east wall on Tract No. 1, maybe removed from said property or weakened in any way, but such other stated walls may be removed and/or those improvements made, upon the Lessee's giving the Lessors a surety bond with corporate surety satisfactory to the Lessors, in any amount not less than the aggregate cost of making the above additions, alterations, repairs and improvements, insuring and/or guaranteeing the completion of said additions, alterations, repairs and improvements, free and clear from any claim or lien of contractors, material furnishers, workmen, and/or any and all others, and also insuring and guaranteeing to protect and hold the Lessors harmless from any and all claims for damages to persons and/or to property and/or to anything whatsoever.

12. It is understood and agreed that the Lessee shall not be required to spend more than \$100,000.00 on the aforesaid improvements, but it may spend as much as it deems reasonably necessary to complete same; provided, however, that the costs of any and all improvements, alterations, changes, ~~(or anything else done by Lessee on said property, at first and/or~~ G.M.I.
J.F.F.
~~thereafter)~~ shall be paid for in full by the Lessee.

13. The Lessee agrees and covenants to employ a capable architect and engineer, and a capable contractor, with ample public liability insurance and ample compensation and/or other insurance, to make such first and/or any and all other improvements.

14. Thirty days' written notice of beginning any such above-mentioned work and/or any other unusual work thereafter, shall be given J. F. Finlay at 618 James Building, Chattanooga, Tennessee, and Edward Finlay, 12th Floor, Volunteer Building, Chattanooga, Tennessee. In making such above-mentioned improvements, the Lessee may use any material already a part of the buildings on the property, but such materials as it removes from the buildings and does not desire to use for such improvements, may be sold by it for salvage.

15. Each and every addition, alteration, repair and/or improvement in or about said buildings or property that is made at any time hereafter, which is attached to any part of the buildings in any way, shall become the property of the respective Lessor on whose building or property such is attached, but this shall not apply to trade fixtures, which shall be furnished at the cost, risk and expense of the Lessee, but which trade fixtures the Lessee may remove on or before the expiration of this lease; provided, the Lessee shall be responsible for repairing any damage to the building through the removal of such trade fixtures, and provided, further, however, that any trade fixtures left in the building more than ten days after the expiration and/or other termination of this lease shall belong to the Lessors.