

- 20 - If it shall become necessary for Owners to employ an attorney to assert any right of Owners, or to enforce any obligation of Tenants hereunder after default by Tenants, Owners shall be entitled to recover, in addition to the other costs and expenses herein provided for, the reasonable costs and charges of such attorney.
- 21 - Whenever Owners and Tenants are herein referred to, such reference shall be construed as applying to their respective successors in interest, and in the singular or plural number, and in the masculine, feminine or neuter gender, which ever is properly applicable.
- 22 - All rent installments are to be paid to Owners, or as may be directed by Owners or their agents from time to time in writing.
- 23 - All obligations of Tenants created hereunder shall be joint and several and shall be binding on their respective heirs and assigns, or other successors in interest.

AGENTS:

- 24 - Owners do hereby nominate, constitute and appoint James F. Finlay, 619 James Building, Chattanooga, Tennessee, and Edward Finlay, Jr., 1234 Volunteer Building, Chattanooga, Tennessee, or either of them acting jointly or separately, to be their agents and/or attorneys-in-fact with full power to transact any business, to take or forbear to take any action, with reference to this lease or the premises hereby leased, which Owners might lawfully transact or take under the terms and conditions herein contained. Said agents or attorneys-in-fact, or any person appointed by them, or either of them, as a substitute, shall have all the powers, rights, immunities and latitude of judgment which Owners would have or could exercise.

ESCROW AGENT:

- 25 - The Escrow Agent hereinabove named shall receive from Tenants the sum of money specified above and shall retain and/or pay out such money under the following terms and conditions:
- (a) At the expiration of the term of this lease, or on July 1, 1951, or July 1, 1952, or July 1, 1953, or July 1, 1954, if the lease be cancelled on 60 days written notice in accordance with the cancellation provision hereinabove, the Escrow Agent shall return the escrow fund to Tenants, provided Escrow Agent shall have been furnished written certification by Owners or their agent(s) that all rent payments up to date of expiration or cancellation have been fully paid.
- (b) If, because of a default in the payment of the specified rent or a violation of any other of the terms and conditions of this lease as is provided in Section 13 above, a forfeiture of this lease is incurred by Tenants and Escrow Agent is properly notified in writing of such forfeiture by Owners or their agents, then Escrow Agent shall pay over to Owners the entire escrow fund as liquidated damages. In the event that Escrow Agent does so pay this fund to Owners, Owners do hereby agree to indemnify and hold harmless said Escrow Agent in so doing, in the event such forfeiture is judicially determined to be unlawful.

[Handwritten signatures and initials]
E. F. C.