

September 1, 1977, between the Lessor and the Trustee (including as from time to time amended or supplemented in accordance with the provisions thereof).

(f) The term "Trustee" means American National Bank and Trust Company of Chattanooga, as trustee under the Trust Indenture, including its successors and assigns as such trustee unless the instrument by which a Co-Trustee is appointed pursuant to Section 8.4 of the Trust Indenture clearly indicates that such Co-Trustee is also intended to be covered by the term.

3. Title and Condition. The Leased Premises are demised and let subject to (a) the rights of any parties in possession thereof and the existing state of the title thereof as of the commencement of the term of this Lease, (b) any state of facts which an accurate survey or physical inspection thereof might show and (c) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction. The buildings, structures and other improvements comprising a part of the Leased Premises are leased as is, subject to their condition as of the commencement of the term of this Lease, and the Lessor does not make any representation or warranty, either express or implied, as to the condition of the Leased Premises or as to the adequacy or suitability of the Leased Premises for the purposes or needs of the Lessee. Lessee represents to Lessor that Lessee has examined the title to and survey and condition of the Leased Premises prior to the execution and delivery of this Lease and has found the same to be satisfactory for all purposes thereof. Lessor hereby authorizes Lessee, at the expense of Lessee, to assert all rights and claims to bring suits, actions and proceedings, in its own name or in the name of the Lessor, in respect of any and all warranties or undertakings, express or implied, of vendors of manufactures relating to the improvements or any portion thereof.

4. Use of Leased Premises; Inspection. Lessee may occupy and use the Leased Premises for any lawful industrial or commercial purpose.

Lessor and persons designated by it may examine the Leased Premises at reasonable times.

5. Term. Subject to the terms, covenants, agreements, and conditions contained herein, Lessee shall have