

21. (a). Promptly after the execution hereof, at Lessor's expense, Lessor shall proceed with the construction of improvements on said premises in accordance with plans and specifications to be prepared by Lessee and submitted to Lessor for approval, which approval shall not be unreasonably delayed or withheld. Should any revision and/or correction be required by Lessor, such revision or correction shall be submitted to Lessee's Akron, Ohio office within ten (10) days after receipt of said plans and specifications by Lessor and, upon approval by Lessee, shall be incorporated in said plans and specifications. Each party shall thereupon approve said plans and specifications. Within twenty (20) days after such approval, Lessor shall request not less than three (3) sealed bids from qualified bidders. Such sealed bids shall be opened at a preestablished time, place and date and Lessor shall give Lessee's Architectural Division in Akron, Ohio at least seven (7) days' prior written notice thereof so that Lessee may attend if it elects so to do. The parties hereto estimate that said improvements shall not cost in excess of \$ 75,000.00. If, within thirty (30) days thereafter, Lessor shall be unable to obtain qualified bids for such estimated amount, or less, and Lessee is also unable to obtain such bids, then Lessor may upon written notice to Lessee, terminate this lease and be relieved of all further obligations hereunder, unless Lessee shall agree to pay the excess construction cost over and above said amount or shall revise the plans and specifications so that said improvements may be constructed for that amount. Lessor shall cause such construction work to be performed in a good workmanlike manner and will complete the same on or before Sept. 1, 1960, with due allowance, however, for strikes, acts of God or other unavoidable contingencies beyond the control of Lessor. If the improvements shall not have been completed on or before such date, plus the amount of any delay (but not more than ninety (90) days) attributable to any of said contingencies, then Lessee shall have the right to cancel this lease by giving to Lessor not less than ten (10) days' prior written notice of its intention so to do and Lessee shall thereupon be relieved of all liability hereunder. Lessor shall advise Lessee in writing at least 15 days prior to the date such improvements shall be completed and are ready for occupancy.

THE TERM of this lease and the payment of rental hereunder shall begin on the date of such completion and continue for a period of 15 years thereafter.

(b) Promptly after the completion of the above referred to improvements, Lessor shall furnish to Lessee a complete summary of the cost thereof and such cost shall be subject to audit by Lessee's authorized representatives. If such cost shall be less than the estimated cost set forth above, then the minimum monthly rental above provided shall be reduced, retroactive to the beginning of the term hereof, by 1/120th % of the difference.

(c) To enable Lessee to accelerate its opening date, Lessee may, with the permission of the contractor and at Lessee's sole risk, enter into the premises prior to completion and make such installations as it deems desirable for the operation of its business; provided, however, that such entry and installing shall be done in such manner as not to interfere with the construction of the improvements. Notwithstanding such entry and installing, the term shall begin and rent shall be payable as set forth in (a) above, but neither the beginning of the term and payment of rental hereunder nor Lessee's occupancy of the demised premises shall preclude Lessee from requiring Lessor to correct defects in the construction work arising out of Lessor's failure to comply with plans and specifications.

22. If, during any lease year of the term hereof, real estate taxes payable during such lease year shall exceed such taxes paid for the first year in which the improvements above referred to are fully assessed (herein called "Base Tax Year"), Lessee agrees to pay to the Lessor, as additional rental, upon presentation of receipted tax bills therefor and the paid tax bill for such Base Tax Year, the amount of such excess. The Lessee shall have the right to contest any levy of such taxes in its behalf or in behalf of the Lessor in accordance with the provisions of the laws relating to such contests.

23. This lease is subject to cancellation by Lessee at the end of the tenth year of the term hereof by serving upon Lessor not less than sixty days prior written notice of Lessee's intention so to cancel and by paying to Lessor \$16,200.00 on or before such cancellation date, from which time both Lessor and Lessee shall have no further liability hereunder.

24. This lease is subject to purported building set back line on said premises 27' from the center line of Academy Street, as designated by the City of Greenville.

25. The building on the said premises shall be located at least 15' from the eastern line of the lot leased herein, that is, 15' from the existing building of the Lessor now occupied by the Sherwin-Williams Paint Co.

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