

MULBERRY SQUARE INVESTORS, a Limited Partnership, Greenville, South Carolina, or at such other place as the Landlord may from time to time designate in writing. If the Commencement Date as hereinafter defined is not on the first day of a calendar month, minimum rent for the period between the Commencement Date and the first day of the following month shall be apportioned at the annual rate above provided and shall be payable on the Commencement Date.

~~TWO. PERCENTAGE RENT. Tenant agrees to pay to Landlord~~

as rent, in addition to the foregoing minimum rent a sum equal to Five (5%) percent of the gross sales in excess of \$132,000.00 (as hereinafter defined) of the premises for said lease year, said sums being hereinafter sometimes referred to as "percentage rent", and being payable in accordance with the following provisions:

See

(a) MONTHLY PAYMENTS. On or before the thirtieth (30th) day after the expiration of each twelve month period of occupancy, Tenant shall submit to Landlord a statement showing the amount of gross sales of the premises during the preceding twelve months. The said Five (5%) percent of gross sales in excess of \$132,000.00 made during the preceding twelve months shall be paid over to the Landlord at the same time as the rendition of said monthly statement.

Each lease year during the term hereof shall be considered as an independent accounting period for the purpose of computing and determining the amount of percentage rent, if any, payable hereunder. The amount of gross sales in any lease year shall not be carried over into any other lease year.

(b) GROSS SALES. The term "gross sales" means the entire amount of the actual sales price, whether wholly or partly for cash or on credit, of all sales of merchandise and services, and all other receipts of all business conducted in or from the premises, including telephone sales, orders taken in or from the premises, although said orders may be filled elsewhere. Sales by

0777

4328 RV.2

(Signature)