

lords shall be at Landlords' own expense.

The term "net retail sales" as used in this lease, shall be interpreted to mean the aggregate of all moneys received by Tenant from sales of goods, wares, merchandise and service to the public made upon the demised premises and in the adjoining premises covered by the new building to be erected by Landlords, after deducting all the refunds and allowances made to customers by Tenant in connection with merchandise sold by or returned to Tenant, and after deducting the amount of any sales tax, license or occupational tax, or any other tax measured by the sales or receipts from sales made by the Tenant.

The return or transfer of merchandise from one store to another or to any of Tenant's warehouses shall not be construed as retail sales, nor shall any sum be paid to Landlords on such merchandise returned or transferred.

This agreement shall not be construed as giving Landlords any partnership or other interests in said Tenant's business. It is understood and agreed by the Landlords that there has been no representation of any kind whatsoever made by the Tenant as to minimum or maximum amount of net retail sales which may or shall be made in said demised premises during any lease year of the term of this lease or any renewal thereof.

The Landlords agree not to divulge to any person or persons, firm or corporation, the amount of retail sales made by Tenant in said leased premises.

Until it receives other instructions in writing from Landlords, Tenant shall pay such rent by two checks one payable to the order of F. W. Symmes, representing one-half (1/2) of these contingent rentals, and the other payable to Belle B. Hunt, for the other one-half (1/2) of such rentals, both addressed to Greenville, South Carolina.

SUBLETTING AND ASSIGNING. Tenant shall have the right to discontinue the use of the demised premises in its business, and shall have the further right to sublet the demised premises or any part thereof at any time during the term hereof. Tenant may also assign this lease. If Tenant sublets or assigns without the consent of Landlords, Tenant shall remain liable and responsible under this lease. If Tenant discontinues the use of the entire demised premises in its business, and vacates same, it shall thereafter pay to Landlords as rent, in lieu of the fixed guaranteed rent and the additional rent based upon a percentage of net retail sales hereinbefore provided, the following, to wit:-

An amount each month until the end of the term of this lease equal to the average of the monthly rents paid or payable by Tenant during or for the period between the beginning of the term of this lease and the time when Tenant ceases to use the demised premises for its business. I.e., the total of the fixed guaranteed and percentage rentals for said period shall be divided by the number of months in said period to determine the amount of the monthly rental to be thereafter paid by Tenant. The monthly rental so computed shall thereafter be paid in monthly instalments on the first of each and every month during the remainder of the term of said lease. It is expressly provided, however, that before the Tenant sublets the entire demised premises, or assigns this lease, it shall give to Landlords sixty (60) days' advance written notice of its intention so to do, and the Landlords shall then have the right to cancel this lease by giving to Tenant written notice of such cancellation within thirty (30) days after receipt from the Tenant of Tenant's notice of intention to sublet or assign, and Tenant, upon receiving such cancellation notice from the Landlord, shall, upon vacating the demised premises, be relieved from all further liability and responsibility under this lease. Anything hereinbefore provided to the contrary notwithstanding, it is expressly understood and agreed:-

1. That Tenant may lease departments, or grant concessions, giving other persons, firms or corporations the right to sell goods, wares, merchandise and service in the demised premises upon the condition that the net retail sales made by any such concessionaire or depart-