

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

This lease made and entered into by and between The Peoples National Bank of Greenville, South Carolina, as Trustee under the will of J. B. Bruce, Deceased, hereinafter referred to as the Lessor, and Ivey-Keith Company, a corporation of the State of South Carolina, with its principal place of business in Greenville, South Carolina, hereinafter referred to as the Lessee, witnesseth:

1. That in and for the consideration hereinafter expressed, the Lessor does hereby let and lease to the Lessee that certain lot of land situate in the City of Greenville, County of Greenville, South Carolina, at the northwest corner of the intersection of East North Street and North Brown Street, having a frontage on the north side of East North Street of 99.5 feet and a depth along Brown Street of 120.3 feet, together with the improvements situate thereon, for a period of eighteen years, commencing on April 1, 1947 and expiring March 31, 1965.

2. In consideration for said premises, the Lessee agrees to pay to the Lessor as rent therefor a stipulated annual rental of seven thousand dollars payable in twelve equal monthly installments of five hundred eighty-three and 33/100 dollars, the first installment to be paid on April 1, 1947.

3. In addition to the stipulated rental above set forth the Lessee will pay to the Lessor an amount equivalent to one-half of one per cent on all gross net sales in excess of one million dollars made per annum by the Lessee, or its successors, from the Bruce Building (the premises hereby leased) and from the adjacent property leased by the Lessee herein from J. F. Finlay, et al, December 28, 1944, and known as the Finlay Building, made by the Lessee herein, its successors, assignees or sublessees, except sales made from the Bruce Building (the premises leased hereby) by a sublessee or sublessees of the Lessee, or sales made from the Bruce Building (the premises leased hereby) by an assignee or assignees of the Lessee, with the understanding, however, that this exception shall not apply or extend to sales made from the Bruce Building by a sublessee operating in conjunction with or in connection with or under the name of the Lessee herein. Gross net sales being hereby defined to be all sales of merchandise or services, less merchandise returned and less adjustments and refunds. The annual period with respect to which the one-half of one per cent. of gross net sales in excess of one million dollars per annum shall be computed to run from April 1st of each year to and including March 31st of the following year. In April of each year succeeding such said annual period the parties hereto shall determine the amount of rent due the Lessor, if any, in excess of stipulated yearly rental of seven thousand dollars and if any additional rent is found to be due it shall be paid to the Lessor on or before May 10th succeeding said annual period.

4. The Lessee herein shall have the right to assign this lease or sublet the whole or any portion of the premises leased upon any terms agreeable to it so long as the Lessee, its successors, assigns and sublessees operating in connection with the Lessee herein and whose sales are included as a part of Lessee's sales, occupy all of the Finlay Building demised to it by J. F. Finlay, et al, December 28, 1944. However, it is further agreed that in the event the Lessee, its successors, assigns and sublessees operating in connection with the Lessee and whose sales are included in Lessee's sales, do not occupy all of the Finlay Building and the Lessee assigns this lease or subleases the whole or any portion of the premises hereby leased, then in such event, the Lessor herein shall receive, in addition to the stipulated guaranteed rental of seven thousand dollars per annum an amount equal to one-half of the net profits received by Lessee from the sale or assignment of this lease or from the subletting of the leased premises (the Bruce Building), in whole or in part; and the Lessor shall also receive one-half of one per cent of the gross net sales of merchandise in excess of one million dollars made per