

the Lessors on or before May 10, 1965.

7. If there is any sublease of said property or any part thereof, any and all such gross sales of any and all sublessees shall be included in arriving at the gross sales provided for above. In any event, the Lessee shall always be liable for the payment of any and all rent and/or rents provided for herein, until such are paid in accordance with the terms and conditions shown herein.

8. The intention of the Lessee is to pay the Lessors an amount equal to 2 $\frac{1}{4}$ % of its gross sales as defined herein, made anywhere, provided the amount shall not be less than \$1666.67 per month, or \$20,000.04 per year, but if the Lessee should occupy any other premises excepting those across the alleyway in the rear of Lessor's building (which is expressly provided for herein), in the City of Greenville, South Carolina, in which it sells merchandise and/or performs services, these sales made by the Lessee from any such other place shall not be included in its gross sales until after February 1, 1950; provided, further, if the Lessee continues to occupy and use any premises as a store for the sale of its merchandise and/or services after February 1, 1950, the Lessee shall include all such sales made by it after February 1, 1950, regardless of where made, in its gross sales as the term "gross sales" is herein defined, and shall pay to the Lessors as rent an amount equal to 2 $\frac{1}{4}$ % on any and all of its gross sales as aforesaid.

9. The Lessee shall furnish the respective Lessors with a complete and accurate statement of its such gross sales and refunds during the month of February, 1946, and during each February thereafter during the term of this lease, certified to by a certified public accountant, and the Lessee shall open the records of its sales and/or refunds to the Lessors or their duly accredited representative at the written request of the Lessors, at the Lessee's place of business in Greenville South Carolina, at any reasonable time. In the event an examination of such records discloses that any additional rent is due the Lessors, the Lessee agrees to pay same to the Lessors within twenty days thereafter. In the event the examination discloses an overpayment of rent, the Lessors agree to return the same to the Lessee within twenty days thereafter; provided, always, however, in each and every year that the Lessors do not make any such request as above mentioned within three months after they receive any such statement, the annual statement, certified to as above mentioned, shall be considered correct and binding on the Lessors and on the Lessee for all intents and purposes, whatsoever.

10. Lessors hereby agree that so long as either one of them shall live and this lease remain in force, either J. F. Finlay and/or Edward Finlay, with or without consulting with each other or anyone else, shall always have the right, during the term of this lease, to reduce the above rent hereunder to \$1500.00 per month for any balance of Lessee's fiscal year, which is from February 1 to January 31; provided, always, that doing so shall not affect the other terms and conditions of this lease; and further provided, that beginning February 1 of the following year, the rent shall return to and be as provided above. Any such reduction shall be in writing. The Lessors now reduce the guaranteed rent to \$1200.00 per month for a period of one year, beginning February 1 of the year in which the Lessee first begins the improvements set out herein, under like terms and conditions as aforesaid.

11. Lessee desires to make additions, alterations, improvements and repairs, and to make all of the buildings already on the above-described property into a single store, three stories in height above the basement, with a one-story basement below, of approximately like construction, all complete and suitable for a first-class department store building, at its own cost, risk and expense, of materials equally as good as those in the buildings now on said property, and agrees to do so as soon as present building restrictions are removed or it is permitted to make such improvements, and without any cost, risk, expense and/or liability for damages to the respective Lessors and/or any one or more of them; to accomplish which, the Lessee will furnish and pay for all materials, labor, services or other things necessary or incidental to doing same, and/or other things it may be necessary to do in this connection, which shall not cost less than \$100,000.00, to which the Lessors agree, subject to the following terms and conditions, and which, among other things, may or shall include the following:

The Lessee shall increase the buildings to three average stories for a department store in height, with basement below, when the first improvements are made, and shall make the ceilings of sufficient height on each floor in the completed building as to present an appearance suitable for an up-to-date department store building, with the respective floors of the building on the same level, and with new front entrances and windows for Main Street, and, if Lessee desires, additional side windows, entrance and/or front on North Street; shall remove inside walls so as to make or throw the space on each floor of the building into a single space or sales room on each floor, all complete with a new roof over the entire building, but shall not remove any outside wall, except that on North Street and/or Main Street, which may be removed, but if any one or more of said outside walls is or are removed, each one removed shall be replaced by a wall at