

Any percentage rental paid hereunder shall be in addition to and not in lieu of any other rentals paid in accordance with Paragraph 1 of the lease.

Gross Sales: The term "gross sales," for the purpose of this lease and agreement, means the total amount in dollars of all sales made in, or upon orders placed at, or completed by delivery in or from, the premises, plus all charges made for services rendered in, or from, or upon orders placed at, the premises plus all charges made in connection with business transacted, in whole or in part, in, upon or from the premises; provided that the gross sales for each year shall not include the total amount of sales and charges made in said year to the extent that the same shall, in the same year be covered by bona fide refunds and credits for returns of merchandise, and that in computing the gross sales for each year there shall be deducted all bona fide refunds and credits made in said year in respect to any items included in gross sales in any previous years, and there shall also be deducted the amount paid or to be paid by Lessee for said year or any portion of said year on account of the South Carolina Sales Tax Act, provided that the same shall first have been included as a part of the gross sales.

The Percentage Rental Provisions apply to all gross sales made for cash or upon credit, or partly for cash and partly upon credit, regardless of collections of charges for which credit is given, and to all gross sales whether made by Lessee or any other occupant of the premises or some part or parts thereof. Each sale, charge or business transaction upon installments, or contract therefor, shall be treated as a gross sale for the full price or charge in the month during which such sale, charge or contract is made.

Records: Lessee shall keep and preserve, during the term and until the full performance of Lessee's obligations hereunder, full, complete and true records of all gross sales, in good and sufficient manner and form; shall permit Lessor or Lessor's representatives to examine or audit the records at any and all reasonable times, and shall, upon Lessor's request, explain the methods of keeping the records.

Monthly Statements: On or before the 15th day of the calendar month following the month in which the term of this lease commences, and on or before the 15th day of each calendar month thereafter to and including the calendar month following the termination of the term of this lease, Lessee shall prepare and deliver to Lessor at the place where rent is payable, a monthly statement of gross sales during the calendar month preceding the due date of said respective statement, verified by the affidavit of Lessee.

Annual Statement: On or before the 30th day following the end of each lease year, Lessee shall prepare and deliver to Lessor at the place where rent is payable, an annual statement of gross sales for the lease year preceding the due date of said respective statement, verified by the affidavit of Lessee, at which time the percentage rental, if any, shall be due and payable. Should the term of the lease be terminated for any reason during the course of any lease year following the first lease year, then Lessee, on or before the 30th day following such termination, shall prepare and deliver to Lessor at the place where rent is payable, a statement of gross sales for the 12 calendar months preceding, but not including, the month in which the lease was terminated, verified by affidavit of Lessee, which statement shall be an adjusted annual statement. If such adjusted annual statement shows that a percentage rental would be due and payable for the 12 months included therein, then Lessee shall pay to Lessor upon delivery of such statement an adjusted or prorated percentage rental for the time Lessee occupied the premises from the last day of the preceding lease year up to and including the day of the termination of the term of the lease. The adjusted or prorated percentage rental to be so paid shall be arrived at by dividing the percentage rental reflected by the adjusted annual statement by 365 and multiplying the quotient thereof by the number of days having lapsed from the last day of the preceding lease year up to and including the day of the termination of the term of the lease. Should the term of the lease be terminated at any time during the first lease year there shall be no percentage rental due.

Failure to Deliver Statements: If Lessee fails to prepare and deliver within the time specified any of the statements mentioned herein and required by the percentage rental provisions, Lessor may elect to treat Lessee's said failure as a substantive breach of the lease entitling Lessor to terminate the lease, and may also elect to make an audit of all books and records of Lessee, including Lessee's bank accounts, which in any way pertain to or show gross sales, and to prepare the statement or statements which Lessee has failed to prepare and deliver. Such audit shall be made and such statement or statements shall be prepared by a public accountant selected by Lessor. The statement or statements, so prepared, shall be conclusive on Lessee, and Lessee shall pay all expenses of the audit.

Limitation: Lessor does not acquire hereby any right, title or interest in or to any property of Lessee. Lessor is not and never shall be liable to any creditor of Lessee or to any claimant against the estate or property of Lessee for any debt, loss, contract or other obligation of Lessee. The relationship between Lessor and Lessee is solely that of landlord and tenant, and is not and never shall be deemed a partnership or a joint venture.

IN WITNESS WHEREOF, the above named Lessor has hereunto subscribed his name and set his seal, and the above named Lessee - has hereunto subscribed his (her, their) name(s) and set his (her, their) seal(s) - has, pursuant to authority of its Board of Directors, caused its corporate name to be hereunto subscribed by its _____, and its corporate seal attested by its _____, to be hereto affixed, all as of the date first hereinbefore written.

IN THE PRESENCE OF:

Eunice W. Shelton

Charles B. Kendrick
As to Lessor

John H. McArthur

James Wright Weston
As to Lessee

James W. Curdts, Trustee (SEAL)
Trustee for Ed C. Curdts, Fred S. Curdts and James W. Curdts by virtue of deed dated April 6, 1951 and recorded in the R.M.C. Office for Greenville County, S. C., in Deed Book 432, page 237.
Lessor

W. A. Wilson (SEAL)
Lessee

R. R. Martin (SEAL)
Lessee

doing business as Wilson's
5¢ to \$1.00 Store (SEAL)
Lessee

CORPORATE SEAL

ATTEST _____
Secretary

By: _____
Lessee