

the same as the other departments in said store enjoy.

Said tenants shall have access to said premises at any time after business hours, provided however they shall have given previous notice to said landlord during business hours of their desire and intention to enter said premises.

It is understood and agreed that said tenants shall use said rented premises only for the purpose of conducting a Millinery business, said tenants to have the exclusive right to sell millinery and millinery goods on said premises.

This further understood and agreed that said tenants shall conform to the general policy of the store in the conducting of the millinery department.

Said landlord agreed that he will sell only women goods, and that he will not sublet any part of said premises for any other business than that of selling women goods.

Said tenants, for a period and in the space herein described, shall operate a Millinery Department only, being known as the Millinery Department of said landlord. The same shall be conducted under the same name as the landlord's business and more known as the Millinery Department of said business, but said landlord shall in no way be responsible for any obligations of said tenants, nor shall he be liable for any merchandise purchased by said tenants.

This also understood and agreed that in the event a customer purchases millinery in the tenants department for cash, and if for any reason the said customer shall be dissatisfied with the purchase, having already paid for said merchandise, should the said customer wish the money refunded said tenants agree to refund this money to the customer upon request, provided, however that such a request is made within 48 hours from the time the purchase was made, and that the merchandise has not been worn or used.

Said tenants shall have the right to remove all fixtures and merchandise belong to them placed on said premises

"Next Page"

by them at the expiration of this agreement, except those fixtures which belong to the American Bank of Greenville, S.C. should said tenants decide to sell the fixtures and merchandise belonging to them on said premises, said landlord shall have the right of the first option to purchase same, and at the same price and upon the same terms as they shall have been offered to anyone else.

In the event of damage by fire, the landlord agrees to make repairs with all convenient speed. The rent shall cease if the premises are unfit for use, or if they are partially unfit for use, the rent shall abate in proportion provided that if the building be damaged to the extent of fifty (50) per cent, either party shall be at liberty to cancel the lease.

This lease shall not be assigned nor the premises or any part thereof sublet without the consent of the landlord in writing.

As compensation for the covenants herein contained, and for the rental of said premises hereby leased, said tenants hereby agree to pay said landlord the sum of twelve and one-half percent (12 1/2%) of the net sales of the said millinery department. Said tenants guarantee that the amount to be so paid by them to said landlord shall be at least the sum of three thousand Dollars (\$3,000.00) per annum during the period covered by this contract, or any renewal thereof, and it is further agreed that this sum shall be paid by the said tenants to the said landlord in monthly installments of not less than two hundred and fifty Dollars (\$250.00) per month, payable in advance not later than the tenth day of each month.

If default be made in the payment of rent for a period of thirty days, or in the performance of any of the covenants herein contained, the landlord may re-enter without legal process and take possession and this lease shall cease and determine, but tenant shall be responsible for any loss of rental thereby accruing to landlord.

This also understood and agreed that the additional rent, if any, due by the said tenants to said landlord

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