

AGREEMENT entered into this 6th day of March, 1935, by and between American Show Case & Mfg. Co., a Michigan corporation, hereinafter referred to as "seller", and Virginia Dare Stores, Inc., a New York corporation, hereinafter referred to as "purchaser",

The said parties for the considerations hereinafter mentioned hereby agree as follows:

1. The seller agrees to perform certain work and furnish such equipment and materials set forth in the annexed schedule in accordance therewith and in accordance with plans initialed by the parties hereto. Said work and materials are to be performed and furnished for the purchaser's store in the building known as 119 North Main Street, Greenville, South Carolina.

2. It is expressly agreed that the seller retains title to said equipment, materials and to all equipment, materials and chattels delivered by the seller no matter whether or in what manner or degree the same or any part thereof may be attached or annexed to the realty, until the total agreed payments as hereinafter set forth shall have been made.

3. The purchaser agrees to pay to the seller for said work, equipment and materials called for by the annexed schedule and by the said plans the following sums:

Five thousand dollars (\$5,000) upon the signing of this agreement:

The additional sum of Three thousand Dollars (\$3,000.) upon substantial completion of this contract by the seller (and in no event later than seven days after the opening of the purchaser's store for business.)

In addition thereto the purchaser agrees to pay to the seller on or before the 10th day of each and every month for a period of sixty (60) months commencing May, 1935, a sum equal to two percent (2%) of the gross sales of the purchaser made in, upon or from the said premises for the preceding month.

The purchaser hereby guarantees that the minimum amount to be paid to the seller per annum after the opening of the store for business shall be Two thousand Dollars (\$2,000) namely, the purchaser guarantees its gross sales will amount to at least One Hundred thousand Dollars (\$100,000.) per year. In the event that the monthly installments payable to the seller hereunder for any annual period commencing from the time said place of business is opened aggregate less than the sum of Two thousand Dollars (\$2,000.), the difference shall be paid by the purchaser to the seller at the end of such annual period.

In default of any payment, or if the purchaser closes its said place of business after the opening thereof and within sixty (60) months thereafter, there shall, at the option of the seller, become immediately due and payable (in addition to the payments due before such default) a sum equal to two percent (2%) of the gross sales for any previous month selected by the seller, such sum to be at least \$165. multiplied by the number of months for which the seller has not received such two per cent (2%) payments.

If the purchaser fails to open its place of business at said address upon the substantial completion by the seller of its work, or if the purchaser fails to make the payment due upon substantial completion as aforesaid, there shall upon such substantial completion at the option of the seller become immediately due and payable (in addition to the payments due before such occurrence) to the seller the sum of Thirteen thousand Dollars (\$13,000.).

4. The purchaser agrees that it will maintain to the reasonable satisfaction of the seller an appropriate system of books in accordance with the best accounting methods so as to show accurately and completely the gross sales made by the purchaser, and the seller shall have the right at the seller's expense to examine or cause to be examined all books, records and accounts of the purchaser including sales checks at any time. The purchaser agrees to submit to the seller at the purchaser's expense on or before the 10th day of each month a statement certified and sworn to by its officer showing the total gross sales made by it during the preceding month. The purchaser further agrees that it will at its expense render to the seller at any time upon request statements of the total gross sales for any given period certified by a certified public accountant. Nothing herein contained shall be deemed to render the seller a partner of the purchaser.

The term "gross sales" shall include the aggregate gross amount of all sales of the occupants of and all business conducted in, upon or from the purchaser's premises, whether wholesale or retail, and whether cash, charge or credit. Merchandise returned for which cash has been refunded shall be deducted in determining such gross sales.

5. If the purchaser fails to make the payments herein provided or to observe or perform any of the conditions and agreements by it to be observed and performed, or if the purchaser's said business be wilfully neglected or if the purchaser shall be adjudged a bankrupt or if a receiver be appointed for its business, or if it shall make an assignment for the benefit of creditors, or suffer any default, all sums required to be paid to the seller as herein provided shall, at the option of the seller, become immediately due and payable and the seller shall have the right, with or without legal process, to enter into or upon the premises, where the property or equipment or any part thereof may be or is believed to be and take possession thereof and thereafter hold the same absolutely free