

Register of Mesne Conveyances of Greenville County, South Carolina, Book N, page 189.

32. If the Lessee (but not any sublessee) builds or extends the building over the alleyway in accordance with the above paragraph, and/or acquires or leases the building and/or buildings behind and adjoining Lessors' property, and also has and/or acquires a right to lawfully close and build over said alleyway, and does it at its own cost, risk and expense, and as provided herein and under the terms and conditions of this lease, the Lessors consent to Lessee's doing so, and to the opening or cutting of openings in its rear wall between Lessors' building and said other buildings, so as to throw the respective buildings together, subject to and under the terms and conditions set out above in reference to improvements, and all other conditions and provisions of this lease, always provided, that after the expiration and/or other termination of this lease, Lessee shall, at Lessors' option and/or request expressed in writing to the Lessee, within 90 days of any such event, promptly do each, any and/or all of the following things, namely; repair what it has done, close any and all such openings, take down such building and/or extension over the alleyway, and restore the alleyway to the form in which it now exists and repave same, and take down any stories above three stories and completely restore the building on Lessors' property at that time to three stories, with a first-class roof over the entire building, all in a first-class manner and fully completed, and so that the rear wall of the building will be on Lessors' property line, at Lessee's cost, risk and expense, and subject to the terms and conditions shown above regarding improvements, and all other conditions and provisions of this lease, without any cost, risk or expense to the Lessors.

33. In the event the Lessee leases or acquires the property in the rear of Lessors' building, connects the buildings as aforesaid, and is using same for the sale of merchandise and services, then the provisions of this lease relating to the amount of rent to be paid to the Lessors shall be changed as follows:

The Lessee shall pay to the Lessors rent for each year during such time as the Lessee occupies and uses the combined premises, as follows: an amount equal to $2\frac{1}{4}\%$ of the gross sales made by the Lessee from the combined premises up to and including \$1,000,000.00, and on gross sales in excess of \$1,000,000.00 made by the Lessee from the combined premises, the Lessee shall determine what sum $2\frac{1}{4}\%$ of its gross sales in excess of \$1,000,000.00 amounts to, and shall pay to the Lessors such proportion of that amount as the floor space of the leased premises bears to the floor space of the combined premises, provided, however, the minimum yearly rental, irrespective of sales from the combined premises, which the Lessee shall pay, shall be \$20,000.04 each year, to be paid in equal monthly installments of \$1666.67, at the times, places and in the manner provided in paragraphs 5 and 6 of this lease; provided, further, that the annual period with respect to which the amount of $2\frac{1}{4}\%$ of the gross sales from the combined premises shall be computed, shall run from February 1 of each such year, to and including January 31 of the following year, and in each such annual period in which the amount of $2\frac{1}{4}\%$ of gross sales exceeds in amount said \$20,000.04, then the excess shall be determined by the Lessee in the month of February succeeding such annual period, and the rent found to be due after determining such excess shall be paid by the Lessee to the Lessors on or before March 10, succeeding each such annual period, as aforesaid. Should the use of such combined premises cease to exist, in such event, the rent shall be as first above provided.

34. Before beginning any improvements, excepting only usual and ordinary repairs, the Lessee shall give the Lessors a surety bond with corporate surety satisfactory to the Lessors, like that described above, insuring and guaranteeing to protect and hold the Lessors harmless from any and all claims for damages to person and/or property as aforesaid.

35. After the expiration and/or other termination of this lease, the Lessee shall not have any right, title and/or interest in the leased premises under this lease, and/or any renunciation-of-dower clause attached hereto.

36. The following additional stipulations are hereby declared to be a part of this lease:

(a) The Lessee covenants to comply with the state laws and the city laws and ordinances insofar as the premises are concerned, and that it will not, by act of it, render the Lessors liable therefor.

(b) Should the Lessee become bankrupt and/or make any assignment to or for creditors at any time during the life of this lease, the Lessors shall have the right, at Lessors' option, to cancel this lease.

(c) Should the Lessee continue to occupy the premises after the expiration of said term, or after a forfeiture incurred, whether with or against the consent of the Lessors, such tenancy shall be from month to month and in no event from year to year, at a rental equal to the average monthly rental paid by the Lessee during the period it occupies said premises, excepting any period for which the rent is abated.

(d) Should the Lessors at any time rightfully seek to recover possession of the premises and be obstructed or resisted therein by the Lessee and/or its agents, and any litiga-