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The "New"
Finlay Square

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

THIS LEASE, made this 6th of May, 1980 by and between FINLAY, LTD., first party (hereinafter called "Lessor"), and LASHLEY SANDWICH SHOPPE, INC., second party (hereinafter called "Lessee"), and The Furman Co., third party (hereinafter called "Agent").

Premises. WITNESSETH: 1. The Lessor, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, reserved, leased, and rented, and by these presents does hereby lease and rent unto the said Lessee, and said Lessee hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following described property: Located on the 1st level of Finlay Square and being situated directly adjacent to The Standard.

Term. 2. (a) To have and to hold the same for a term beginning on the 15th day of May, 1980, or date of occupancy, and ending on the 14th day of May, 1981, at midnight unless sooner terminated as hereinafter provided.

(b) The term of this lease and Lessee's obligation to pay rent shall commence on the earlier of the following dates: (a) the date which is thirty (30) days after the Landlord or the Lessor's supervising architect notifies the Lessee in writing that the premises are ready for occupancy; or (b) the date on which Lessee shall open the leased premises for business to the public, whichever shall first occur.

Each of the parties hereto agrees that, upon the commencement date of this lease or from time to time thereafter, upon the request of the other party, it will execute and deliver such further instruments as may be appropriate setting forth the date of commencement and the date of expiration of the term of this lease.

Rental. 3. Lessee agrees to pay Lessor through The Furman Co., Agents, a monthly rental of Six Hundred Sixty-Four and 08/100----- (\$664.08-----) DOLLARS, in advance on the 1st day of each month, said monthly installment being a minimum guaranteed rental. In addition thereto, Lessee agrees to pay Lessor a percentage rental equal to (6 9) percent of Lessee's gross sales made from the demised premises in excess of \$132,816.00-- for each twelve (12) month period computed from commencement of the term of the lease.

The term "gross receipts" as used herein is hereby defined to mean gross sales of Lessee and of all licensees, concessionaires and sub-lessees of Lessee, from all business conducted in, at, upon or from the leased premises, and whether such sales be evidence by cash, check, credit, charge account, exchange or otherwise, and shall include, but not be limited to, the amounts received from the sale of goods, wares and merchandise and for services performed in, on or at the leased premises, together with the amount of all orders taken or received at the leased premises, whether such orders be filled from the leased premises or elsewhere, and whether such sales be made by means of merchandise or other vending devices in the leased premises. If any one or more departments or other divisions of Lessee's business shall be sublet by Lessee or conducted by any person, firm or corporation other than Lessee, then there shall be included in gross receipts for the purpose of fixing the percentage rent payable hereunder all the gross sales of such departments or divisions, in the same manner and with the same effect as if the business or sales departments and divisions of Lessee's business had been conducted by Lessee itself. Gross sales shall not include the amount of returns to shippers and manufacturers, or sales of merchandise for which cash has been refunded, or allowances made on merchandise claimed to have been defective or unsatisfactory, provided they shall have been included in gross sales; and there shall be deducted from gross sales price of merchandise returned by customers for exchange, provided that the sales price of merchandise delivered to the customer in exchange shall be included in gross sales. Gross receipts shall not include the amount of any sales, use or gross receipts tax imposed by any federal, state, municipal or governmental authority directly on sales and collections from customers, provided that the amount thereof is added to the selling price or absorbed therein and paid by the Lessee to such governmental authority. No franchise or capital stock tax and no income or similar tax based upon income or profits as such shall be deducted from gross receipts in any event whatever.

Record of Sales. 4. Lessee, during the term of this lease, shall maintain and keep, or cause to be maintained and kept, at said premises a full, complete and accurate permanent record and account of all sales of merchandise and services and all sums of money paid or payable for or on account of or arising out of the business and all business transactions conducted at or from said premises by or for the account of Lessee, for each day of the term hereof, and such records and accounts and all supporting records at all times shall be open to inspection and audit at said premises by Lessor and its duly authorized agents or representatives at all reasonable times during ordinary business hours. Lessee shall keep and preserve or cause to be kept and preserved said records for not less than twelve (12) months after the due date and payment of any percentage rental due under the terms hereof.

Lessee's Records. 5. Lessee agrees to keep and maintain and to cause all concessionaires, licensees and sub-lessees of Lessee to keep and maintain during the term hereof, for a period of three (3) consecutive years following the end of each rental year, in the premises or in its main office, permanent, complete and accurate records and books of account (including but not limited to all Federal, State and Local tax returns, records, of daily bank deposits of the entire receipts from transactions in, at, on or from the premises, sales slips, daily dated cash register tapes, sales books, duplicate bank deposit slips, bank statements, all other original sales records and sales slips, checks, and other pertinent original sales records) of all sales of merchandise, services and all revenue derived from the business conducted in, at, upon or from the leased premises by Lessee and all other parties conducting any business in the demised premises.

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