

maintained in the Lessor's store. It shall handle only high-class merchandise in its departments and shall keep all its departments well stocked at all times and shall not permit any one of said departments to become vacant during the term of this lease, and further the said Lessee agrees to meet promptly all of its obligations of every kind and nature incurred by it in the operation of its said business. With the exception of women's ready-to-wear, the Lessee is accorded the right, however, at any time and from time to time of discontinuing or consolidating any department or departments previously operated by it in the leased premises or opening and adding to the original departments maintained new departments in accordance with the uses herein permitted, provided that the Lessee shall at all times make as full use as may be consistent with sound merchandising principles of the space included herein.

5. It is understood and agreed that the Lessee shall hire its own employees at its own expense but with such employees at all times to be subject to the approval of the Lessor. If any employee of the Lessee shall not be approved for employment or if after entering upon said employment shall prove inefficient or unsatisfactory to the Lessor for any reason whatsoever, then the Lessor shall have the right to confer with the Lessee with a view of eliminating any trouble or friction attributable thereto, and if after conference with Lessee the existing difficulty, trouble or friction attributable thereto, cannot be eliminated after bona fide efforts to so do, then and in that event the Lessee shall discharge such employee upon Lessor's request.

6. It is understood and agreed that when any controversy shall arise between the Lessee's employees and any customer, such controversy shall be submitted immediately to the Lessor for decision and settlement, and the adjustment or settlement made by the Lessor shall be final and shall be binding upon the Lessee, provided the Lessee shall be given adequate opportunity to discuss with the Lessor any and all questions presented, with a bona fide effort made by other parties to reach a full agreement with reference to said controversy before final action shall be taken. It is recognized, however, that decisions may be required promptly with reference to ordinary controversies arising in operations, such as the return of goods, complaints as to quality, and other matters, and in such cases the Lessor and the Lessee shall from time to time agree upon policies to be adopted and when once agreed upon will not be