

this lease and any subleases or concession agreements from Lessee herein to any other parties shall be subject to the terms and conditions of the prime lease between Wade Hampton Shopping Center, Inc., and Patton, Tilman & Bruce, Inc.

25. If any of the terms of this agreement are violated by the Lessee and such violation shall not be rectified within thirty (30) days of notice of its existence, to be given by the Lessor to the Lessee, then and in that event the Lessor shall have the right to terminate this agreement. If the Lessor waives the violation of this agreement, such waiver shall not be considered as a waiver of any subsequent violation. This contract is not transferrable by the Lessor without the consent of the Lessee.

26. The Lessee agrees that in the event of the termination of this contract by lapse of time, or otherwise, unless such termination be occasioned by the bankruptcy or other default of the Lessor it will not sell or permit the sale of any of its merchandise, whether theretofore carried in the demised premises, or not, in the nature of a "going out of business" sale under the name of the Lessor or the name in which the Lessor shall be conducting its business at the time, and the Lessee will not in any way advertise the termination of its occupancy of said department.

27. It is understood that the aforementioned underlying lease shall include a requirement whereby Lessor herein shall be obligated to contribute certain amounts toward the maintenance of Wade Hampton Shopping Center's common areas and toward the cost of conducting a Merchants Association. Lessee, therefore, agrees to reimburse Lessor monthly at the time of monthly settlements for a pro rata share of all such contributions which Lessor shall make. Lessee's pro rata share shall be in the same ratio the square footage occupied by Lessee bears to the total square footage of Lessor's store.

28. The Lessor shall furnish only the following permanent improvements and fixtures in the demised premises for use by Lessee: Those permanent improvements and fixtures as provided under the terms and conditions of the Prime Lease between Wade Hampton Shopping Center, Inc. and Patton, Tilman & Bruce, Inc.

It is understood that Lessee shall maintain such improvements and fixtures in good condition at all times at Lessee's expense, with the exception of carpets, floor coverings, lights and light fixtures and painting. Replacement of any furniture and fixtures in Lessee's premises after the initial installation shall be at Lessee's expense.