- 2. The Landlord agrees to reimburse the Tenant the aggregate sum of (a) the actual cost incurred by the Tenant in effecting the changes, alterations, repairs, and improvements referred to above, (b) the amount advanced by the Tenant to the Landlord for payment to Seculow Brothers for surrender of lease and vacating premises, and (c) interest at the rate of five (5%) per cent per annum on the unpaid balance to be reimbursed to the Tenant under items (a) and (b) above; provided, however, the amount to be reimbursed as specified in (a) and (b) above, and upon which interest is to be computed, shall not exceed a total sum of Twentyeight Thousand and No/100 (\$28,000.00) Dollars, subject to the further limitation hereinafter stated. Such reimbursement shall be made to Tenant in the following manner: Commencing with the first contingent rent payable to the herein Landlord following completion of said work by Tenant, and continuing for each subsequent payment until Tenant has been fully reimbursed, Tenant may withhold all contingent rent payable to Landlord earned on net retail sales in excess of Five Million and No/100 (\$5,000,000.00) Dollars. Such right of withholding shall be cumulative through the contingent rental period ending November 30, 1974 and if Tenant has not fully reimbursed itself by such period, then Landlord shall have no further liability or obligation to reimburse Tenant for its expenditure and Tenant shall withhold no rental payments on account thereof after November 30, 1974.
- 3. Should the Tenant operate one of its automobile service units within one mile of the Tenant's present store at 12 North Main Street in the City of Greenville, South.

 Carolina, the Tenant agrees that it will not offer for sale (Continued on next page)