

5. Tenant will erect on the leased premises a building in accordance with the specifications outlined in "Exhibit A". Construction will be begun on or before July 15, 1974, and the work will be completed on or before January 1, 1975. Provided, however, any delay in starting or completing the work on the leased premises caused by an act of God, war or circumstances beyond control of Tenant, shall not be considered a breach thereof. Tenant may, as the work progresses, install trade fixtures and equipment in the building and upon the premises without being deemed thereby to have taken possession or obligated itself to pay rent.

6. Tenant agrees to pay Landlord during the term of this lease the minimum rent of \$36,000.00 per annum, payable in twelve equal monthly installments on the first day of each month in advance at P. O. Box 516, in the City of Greenville, South Carolina, or at such other place as Landlord may from time to time designate. Rent for the first and last month to be prorated, if the lease does not commence on the first day of said month.

In addition to the payment of the fixed minimum annual rental, the Tenant will pay to Landlord an additional percentage rent during each year of the term hereof, a sum equal to six (6%) per cent of such an amount as the gross sales (as hereinafter defined) made upon the leased premises during said year may exceed the sum of \$600,000.00. Such percentage rental to be paid on an annual basis within one month after the expiration of each twelve-month period of the lease, provided, however, that at the end of each lease year there shall be an adjustment between the Tenant and the Landlord as the case may require, to the end that the Landlord shall receive for the entire lease year such an amount as would constitute the percentage rental computed on an annual lease year basis.

"Gross Sales" as used in this lease shall mean the entire amount of the actual sales price, whether for cash or otherwise, of all sales or merchandise or services, and all other receipts whatsoever of all business conducted at, in, from or upon the leased premises, including mail or telephone orders received or filled in said premises, and including all deposits not refunded to purchasers, orders taken (although said orders may be filled elsewhere) and sales by any sublessee, concessionaire or licensee or otherwise, at, in, from or upon said premises. No deduction shall be allowed for uncollected or uncollectible credit accounts. Said

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