

SUBLETTING

7. If for any two consecutive lease years during the term hereof, the Tenant's gross sales upon the leased premises and the adjoining Davenport property do not exceed the sum of Two Hundred Fifty Thousand Dollars (\$250,000) per lease year, the Tenant shall have the right within thirty days of the termination of such consecutive lease years to give the Landlord written notice of its intention to sublet the leased premises. Upon receipt of such notice, the Landlord shall have a period of four months, beginning with the first of the lease month next succeeding the date of the receipt of such written notice, to cancel the lease by giving the Tenant written notice to that effect, upon which event the lease shall terminate on the last day of the fourth lease month next succeeding the date of the receipt of such notice by the Tenant. Should the option to terminate said lease be not exercised by the Landlord within the time hereinabove stipulated, the Tenant shall have the right to sublet the premises for any lawful business and the terms hereinabove providing for a percentage rental shall become inoperative and the Tenant and subtenant or subtenants shall only be obligated to pay the fixed rental hereinabove stipulated for the balance of the term of said lease. No such subletting shall release or relieve the Tenant of the obligation to pay the fixed rent, or to perform any of the covenants and conditions of this lease herein elsewhere provided, but the Tenant shall not thereafter be obligated to pay any percentage rental for the time during which the Tenant itself shall not be operating a business upon the leased premises and/or the adjoining Davenport property.

Should the Tenant or any subsidiary in which the Tenant owns an interest thereafter resume occupancy of the leased premises and/or the adjoining Davenport property as Tenant, the terms hereinabove stipulated providing for payment of a percentage rental shall thereupon be restored and the Tenant hereunder shall be bound to pay to the Landlord the percentage rental hereinabove stipulated according to the terms of this lease.

The Tenant shall also have the right upon the conditions hereinafter set forth, compliance with which conditions shall be a condition precedent to the validity of any assignment, to assign this lease to any corporation into which the Tenant may merge or with which it may consolidate or to any corporation to which may be sold or transferred at least seventy-five per cent (75%) of the assets of the Tenant. No such assignment of this lease shall be permitted or be valid hereunder unless, (a) the assignee shall acquire at least seventy-five per cent (75%) of all of the assets of the Tenant, (b) such assignee shall execute and deliver to the Landlord within fifteen days after such assignment a written instrument in recordable form reasonably satisfactory to the Landlord whereby such assignee accepts such assignment and assumes the obligations of the Tenant hereunder and agrees to observe, carry out, and perform all of the terms, covenants, and conditions of the Tenant hereunder, (c) provided that at the time of such assignment the Tenant be not in default hereunder, (d) provided the Tenant shall not thereafter engage in a business, directly or indirectly, similar to the business carried on by the Tenant under this lease in the City of Greenville during the remaining term of occupancy by the subtenant or subtenants, and (e) notwithstanding such assignment, the obligations of the original Tenant shall continue unaffected by such assignment.

It is further understood and agreed that nothing herein shall prevent the Tenant from subletting the entire demised premises to its subsidiary, Green United Stores, Inc., a New York corporation, nor from subletting or licensing at any time any department or departments in the Tenant's business upon the leased premises or the adjoining Davenport property, provided that such departments are operated as a part of the Tenant's business. Such subletting or licensing shall not relieve the Tenant or the sublessee from the provisions of the lease as to fixed or percentage rentals or from any other conditions of the lease, nor affect the terms of this lease and the sales of such subtenants or licensees shall, for the purpose of computing the percentage rental hereinabove provided for, be considered the same as sales by the Tenant; and the Landlord shall have no interest in nor receive any part of the rent received by the Tenant from such subtenant.

Except as hereinabove provided, this lease, or any interest therein, may not be assigned, mortgaged, or hypothecated by the Tenant or the Tenant's legal representative or by any receiver or trustee of the Tenant's property without the written consent of the Landlord first had and obtained.

INSURANCE

8. In addition to all other rents, the Tenant agrees that it will, at its own cost and expense, keep the buildings and improvements now or hereafter erected on the leased premises during the term of this lease, fully insured during said entire term against loss, destruction, or damage by fire or other casualty to the full insurable value thereof, in a solvent company or companies authorized to do business in the State of South Carolina which are satisfactory to the Landlord, (such satisfaction not to be unreasonably withheld). It is understood and agreed that