

of each lease year, submit to the Lessor a sworn statement showing the amount of sales, itemized by months, for the preceding year, and at that time they shall make payment of the excess amount of rental due under the terms hereof. The Lessee shall keep careful and accurate records of the sales made in the premises herein demised, and the Lessor shall have the right to examine the said records to verify the figures in the said annual statements. The gross sales shall include all monies received from the sale of merchandise in the demised premises, whether for cash or credit, but money refunded for merchandise returned shall be deducted from the sales in computing the amount of the excess rent.

(3) The purposes for which the leased premises shall be used by the Lessee shall be for the operation of a retail ladies' ready-to-wear and accessories store, and no other.

(4) In the event the construction of the building is completed prior to January 1, 1949, the Lessee is to pay a per diem rental of Eight & 33/100 (\$8.33) dollars for each day that the Lessee occupies the premises prior to January 1, 1949. Likewise should possession of the building not be given to the Lessee by January 1, 1949, then the rental shall be abated until the construction is completed and possession is given to the Lessee.

(5) By giving the Lessor six months written notice prior to the expiration of the term hereof, the Lessee shall have the right to renew this lease for an additional period of five (5) years on the same terms and conditions as set forth herein.

(6) The property herein described is to be a part of the Lewis Plaza Shopping Center, which will contain twenty-five (25) or more shops and service agencies. The Lessee shall have a right to cancel this lease by written notice to the Lessor in the event at least ten other stores are not completed and occupied or leased for immediate occupancy by March 1, 1949. The streets and sidewalks and parking areas, as planned and as shown on a drawing prepared by Eugene R. Martini, Planning Consultant and Landscape Architect, of Decatur, Georgia, dated September 10, 1947, shall be paved and completed and public utilities and street lighting shall be installed and in operation when the term of this lease begins.

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E.P.