

the demised premises by the occupant thereof, whether cash or credit. Gross sales shall not include refunds, sales taxes, license or occupational taxes, excise taxes, or any other tax measured by the sales or receipts from sales made by the Lessee, exchanges, returns or allowances, or merchandise transferred to other stores or warehouses not by way of retail sales, nor shall the term include any carrying charges collected by any finance company or anyone else where the Lessee receives no part thereof. Within ninety (90) days after the end of each calendar year, Lessee shall furnish to Lessor a certified statement of the gross amount of net sales of merchandise made in and through the demised premises for the preceding year, or part of year, and if such certified statement of gross net sales shows that Lessor is entitled to additional rent for the preceding period then at the time of submitting such statement Lessee shall pay to the Lessor such additional rental. Within ninety (90) days thereafter at any time during normal business hours, Lessor or its duly accredited agents shall have access to the records of Lessee pertaining to said store for the purpose of auditing said records to verify the gross net sales of merchandise made in and through the demised premises for the preceding year. Lessor agrees for itself and its agents not to divulge to anyone the information obtained from such records and accounts or from the statements and certificates above mentioned, except as may be necessary for the enforcement of Lessor's rights under this lease.

All rental payments provided herein shall be made in two equal amounts, payable to:

Dr. T. C. Stone Estate
c/o Mann & Stone Realty Co., N. Main Street
Greenville, S. C.

and

Mr. E. E. Stone
Route 2
Marietta, S. C.

4. COMMENCEMENT OF LESSEE'S OBLIGATION TO PAY RENT.

It is expressly understood and agreed that should the said building not be ready for Lessee's occupancy and use by November 1st, 1955, the rental herein provided shall not begin to accrue or become due and payable until ten (10) days following the date on which the said building is completed, ready for occupancy and use, and possession tendered to Lessee. In the event said building should be completed prior to the beginning date of the term hereinabove provided Lessee covenants that it will take possession and pay rent therefor at the rate herein provided, beginning ten (10) days following the date on which said building is completed, ready for occupancy and use, and possession tendered to Lessee.

5. LIGHTING FIXTURES. Lessor agrees that it will install all lighting fixtures to be placed in the store building, and that it will pay the entire cost thereof.

6. RIGHT TO REMOVE EQUIPMENT AND FIXTURES ON TERMINATION. All equipment and fixtures, including shelving, placed in or on the said premises by Lessee shall remain the property of Lessee, which shall have the right to remove the same at any time within ten (10) days after the termination of this lease, provided Lessee be not in default hereunder, and provided further, that Lessee shall repair, or reimburse Lessor for the cost of repairing, any and all damage resulting to the demised premises from the removal of such fixtures.