

piration date, this lease shall terminate simultaneously therewith.

3. The Lessee agrees that it will conduct its said department in the name of the Lessor, except that in the purchase of merchandise for its departments it will use its own name only and will at no time under no circumstances obligate or attempt to obligate the Lessor in any manner whatever by purchase-sale contract, mortgage or otherwise, but that all its operations of any other type, kind or character, as distinguished from its retail sales business, will be in its own name so that the Lessor will at all times be saved harmless from any claims resulting from acts or doings of the said Lessee, its agents or servants, irrespective of how said claims may arise or be asserted. The business of the Lessee shall be conducted both upon a cash and credit basis, but with normal credits to be upon the basis of thirty days. Said Lessee is, however, privileged to make such installment sales as it may think proper where the credit is approved by the Lessor either upon notes, contracts or in any other form that it may think proper. When the Lessee shall make sales for cash, the cash shall immediately be delivered to the Lessor, to be held by it in trust (but may be co-mingled with Lessor's funds) until the date of the next settlement between the Lessor and the Lessee as hereinafter provided. No check shall be accepted by the Lessee nor shall any credit be extended by it without the prior approval of the Lessor. The Lessee shall not accept payments on accounts arising in connection with the operation of its business, but shall require that such payments be made to the Lessor, who shall hold the collection in trust for the Lessee as in the case of the funds received from cash sales as aforesaid. Approval of credit sales, whether upon a thirty-day basis or an installment basis, shall be implied through the acceptance by the Lessor of the account or contract and the entry of the same upon its books and records.

4. The said Lessee agrees to operate the said departments on a one-price basis to all buyers except to the employees of the Lessor and of the Lessee who shall be permitted the customary store discount, the Lessor agreeing that the employees of the Lessee shall be allowed a similar discount on merchandise purchased from it. This privilege, however, shall be extended only to bona fide employees of the Lessor and of the Lessee and to those persons who have been employed continually for the preceding thirty days.

The Lessee agrees to maintain a competent and sufficient staff of employees to enable it to operate its departments on the standards