

term have been determined, Landlord and Tenant shall execute, acknowledge, and deliver a written statement thereof in recordable form.

~~Landlord~~ ^{Tenant} shall have fully completed construction whenever it has fully completed all work on said premises in accordance with the description of ~~Landlord's~~ ^{Tenant's} work, annexed hereto as "Exhibit C".

5. ~~Landlord~~ ^{Tenant} will, ~~at its sole cost and expense~~ erect on the leased premises a building in accordance with the specifications outlined in "Exhibit C" ~~and pay for~~ ~~the construction of the Shipping Center~~ Construction will be begun on or before November 1, 1972, and the work will be completed on or before August 1, 1973.

Provided, however, any delay in starting or completing the work on the leased premises ~~and the Shipping Center~~ caused by an act of God, war or circumstances beyond control of ~~Landlord~~ ^{Tenant}, shall not be considered a breach thereof. ~~Notwithstanding~~ ^{Tenant may, as the work progresses,} install trade fixtures and equipment in the building and upon the premises without being ~~deemed to have taken possession or obligated itself to pay rent.~~ ^{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 \$ 27,600.00 per annum, payable in twelve equal monthly installments on the first day of each month in advance at 304 North Church Street 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 6 % of such an amount as the gross sales (as hereinafter defined) made upon the leased premises during said year may exceed the sum of \$ 460,000.00. 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 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

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