

employment of any employees engaged in such service and fixing and determining from time to time the compensation which shall be paid to such personnel.

11. It is further stipulated and agreed that the Lessee shall provide for itself and at its own expense all services not hereinabove specifically listed, including the receiving of its merchandise shipments, and further that it is to bear all other expenses necessary for the proper and efficient operation of its departments and which are not expressly assumed by the Lessor under terms hereof. Included within the expenses which the Lessee is to bear in connection with the operations to be conducted by it are the following: Salaries of the employees, freight, express, and all delivery charges on its merchandise, boxes and millinery bags, printed in the name of the Lessor, advertising, special delivery service, long distance telephone calls, and necessary fixtures for the operation of its departments, which shall include millinery heads, millinery display stands, mannikins for ready-to-wear and sportswear, window stands and interior stands for the display of lingerie, etc. It is hereby stipulated and agreed that all fixtures which shall be attached to the premises shall become the property of the Lessor at the termination of this lease.

12. It is mutually agreed that the Lessee shall not be given credit by the Lessor for the C. O. D. s or lay-aways or will-calls, except to the extent of any cash which may be received therefrom by the Lessor.

13. The Lessor hereby agrees at any time and from time to time to disburse out of Lessee's funds in its hands, upon requisitions of Lessee or its duly appointed representatives, all proper and legitimate expenses necessary for and incurred in the operation of its departments except the expenses incurred in purchasing merchandise.

14. In consideration of the leasing of the premises hereinabove described and of the services and privileges hereinabove enumerated, the Lessee hereby covenants and agrees to pay to the Lessor during the term of this agreement eleven percent (11%) of gross cash sales and thirteen percent (13%) of gross charge sales made by it on or from said premises, after deduction for returned goods. Sales and excise taxes charged separately to customers of Lessee shall be excluded from gross sales.

15. It is further covenanted and agreed that a full and complete settlement shall be made between the Lessor and the Lessee on the tenth