

23. This lease is exclusive and is made solely to the Lessee hereinabove named, and the Lessee, its successors or assigns, shall not have the right to sell, assign, transfer or otherwise dispose of this lease except with the written consent of the Lessor, its successors or assigns. This provision, however, shall not be construed as preventing the Lessee from operating its millinery department and children's department on a sublease basis upon such terms as may be agreeable to the Lessee, provided that the operation of such millinery department and children's department shall be subject to all the terms and provisions hereof and provided further that any such subtenants or concessionaires shall first be approved by Patton, Tilman & Bruce, Inc. Sales of all such departments shall be considered the sales of the Lessee for the purpose of computing rentals.

This lease is also made with the understanding that Mr. and Mrs. Richard S. Carnes are the owners of at least ninety percent (90%) of the capital stock of Gerone's, Inc., and that the Lessee corporation herein is a wholly-owned subsidiary of Gerone's, Inc., and that unless otherwise agreed said Mr. and Mrs. Richard S. Carnes shall be active in the management and operation of the Lessee's business in the demised premises. In the event the ownership of said Gerone's, Inc., or said Lessee corporation changes or in the event Mr. or Mrs. Carnes ceases to be actively engaged in the management and operation of the business in said demised premises, then and in either such event Lessor shall have the option to terminate this lease upon sixty (60) days' written notice to Lessee.

24. It is understood that Lessor proposes to lease in the near future from the owner of Wade Hampton Shopping Center in Greenville, S. C., approximately ten thousand (10,000) square feet of store space in said shopping center, in which store space the herein demised premises shall be located. Subject to the execution of such underlying lease, the Lessor hereby warrants to the Lessee and its assigns the full right to the use of the premises covered hereby, free from the claims of all persons whomsoever during the life hereof, and does further warrant and represent unto said Lessee that said Lessor shall have the full right and authority to execute this lease as its binding act and deed under the terms of said underlying lease which it proposes to enter into with the owner of said property. It is agreed that in the event said underlying lease is not executed on or before October 1, 1962, this lease shall automatically terminate as of such date unless continued by mutual agreement. It is further agreed that