

every twelve month period will mail to Alister L. Furman Jr. for order a statement of monthly sales showing the total gross sales from the leased premises, and a report to be made by a recognized auditor of good standing and it is further agreed that the Lessor or any agent duly authorized in writing by said Lessor, shall have access to the records of monthly gross sales in the leased premises at any reasonable hour. It is further understood that any sales tax or any other tax that the Lessor may collect shall not be covered in part of the gross sales.

(2) The parties agree that they will, at their own cost and expense make the alterations, repairs and improvements as shown on the attached specifications marked exhibit B and specifically made a part of this lease. The Lessor agrees that it will pay any third party costs for such repairs, alterations and improvements as may exceed the sum shown upon the attached specifications. It is mutually covenanted and agreed between the parties hereto that in the event the said premises are ready for occupancy before June 1st, 1934, that the Lessor will pay the Rent in proportion to the time it occupies said premises from the date of 1934, and further agree that it will immediately take possession of said premises as and when same are ready for occupancy, and the Lessor further agree with the Lessee that in the event the premises are not ready for occupancy by June 1st, 1934, that they will abate said rent until the premises are ready for occupancy.

(3) In case the building on the premises shall be partially destroyed by fire, casualty or the elements, the same shall be repaired as expedient as possible at Lessor's expense and should complete repairs shall have been made, the rent shall be abated proportionately. If the premises should be destroyed by fire so as to render them untenable and the Lessee prevented from continuing business, then the Lessee may cancel this lease upon giving the Lessor written notice of such intention within thirty (30) days from the date of such fire casualty. In case the Lessee shall fail to give the Lessor such notice of cancellation of the lease then the Lessor shall continue the lease by repairing same in as good a condition as before the said fire or casualty at the Lessor's own cost and expense, and in the event the Lessor is compelled to erect a new building it is to be substantially the same as the one destroyed but the Lessee shall not be required to pay rent therefor from the time of such destruction until completion of the repaired building or the new building as may be the case. It being understood and agreed between the parties hereto that the repairs provided to be made herein shall be made within a reasonable time.

(4) In case the leased premises shall be condemned and/or declared unsafe and/or ordered or directed to be rebuilt by the building authorities or inspectors or other duly constituted authorities during the term, the Lessor at the Lessor's own expense and without delay shall make such changes, alterations and repairs as may be directed or required by the said duly constituted authorities, said repairs to be made within a reasonable time. In the event that part of the building be condemned so that the remaining part be not sufficient and proper in the opinion of the Lessee for its proper conduct of business, then in that event