

## TITLE TO REAL ESTATE

be at Landlords' own expense.

The term "net retail sales" as used in this lease shall be interpreted to mean the aggregate of all moneys received by Tenant from sales of goods, wares, merchandise, and service to the public made upon the demised premises, after deducting all refunds and allowances made to customers by Tenant in connection with merchandise sold by or returned to Tenant, and after deducting the amount of any sales tax, license or occupational tax, or any other tax measured by the sales or receipts from sales made by the Tenant.

The return or transfer of merchandise from one store to another, or to any of Tenant's warehouses, shall not be construed as retail sales, nor shall any sum be paid to Landlords on such merchandise returned or transferred.

This agreement shall not be construed as giving Landlords any partnership or other interests in said Tenant's business.

It is understood and agreed by the Landlords that there has been no representation of any kind whatsoever made by the Tenant as to minimum or maximum amount of net retail sales which may or shall be made in said demised premises during any lease year of the term of this lease or any renewal thereof.

The Landlords agree not to divulge to any person or persons, firm, or corporation, the amount of retail sales made by Tenant in said leased premises.

**SUBLETTING AND ASSIGNING.** Tenant shall have the right to discontinue the use of the demised premises in its business, and shall have the further right to sublet the demised premises, or any part thereof, or assign this lease any time during the term hereof, after notice given Landlords as hereinafter provided. If, however, such subletting or assigning is accomplished without the consent of Landlords, as hereinafter provided, Tenant shall remain liable and responsible under this lease. If Tenant discontinues the use of the entire demised premises in its business and vacates same, it shall thereafter pay to Landlords as rent, in lieu of the fixed guaranteed rent and the additional rent based upon a percentage of net retail sales hereinbefore provided, the following, to-wit:

An amount each month until the end of the term of this lease equal to the average of the monthly rents paid or payable by Tenant during or for the period between the beginning of the term of this lease and the time when Tenant ceased to use the demised premises for its business. I. e., the total of the fixed guaranteed and percentage rentals for said period shall be divided by the number of months in said period to determine the amount of the monthly rental to be thereafter paid by Tenant. The monthly rental so computed shall thereafter be paid in monthly instalments on the first of each and every month during the remainder of the term of said lease.

It is expressly provided, however, that before the Tenant sublets the entire demised premises or assigns this lease, it shall give to Landlords sixty (60) days' advance written notice of its intention so to do, and the Landlords shall then have the right to cancel this lease by giving to the Tenant written notice of such cancellation within thirty (30) days after receipt from the Tenant of Tenant's notice of intention to sublet or assign, and Tenant, upon receiving such cancellation notice from the Landlords, shall, upon vacating the demised premises, be relieved from all further liability and responsibility under this lease.

Anything hereinbefore provided to the contrary notwithstanding, it is expressly understood and agreed:

1. That Tenant may lease departments, or grant concessions, giving other person, firms, or corporations the right to sell goods, wares, merchandise, and services in the demised premises upon the condition that the net retail sales made by any such concessionaire or department lessee shall be included for the purpose of determining the rental payable by Tenant hereunder on the same basis as if such sales were made by the Tenant, and that the leasing of departments, or the granting of