

expense. Unless within three (3) months after the end of any lease year the Lessor notifies the Lessee in writing that it is not satisfied with the audit and statement of the Lessee showing the gross sales on the leased premises, the audit and statement shall after such period of time be considered binding and conclusive as to the gross sales for the lease year covered by said statement.

5. The Lessee reserves the right to sublease the second floor of the building on the leased premises provided that such subletting shall not relieve the Lessee of the obligation to pay the fixed rent hereinabove set forth, or to perform any of the covenants and conditions of this lease. If the Lessee sublets said second floor to a sub-lessee for office space or any other purpose than the sale of goods, wares and merchandise, then the Lessee shall not be obligated to pay the Lessor any percentage rental with reference to the second floor so subleased; but any amount received by the Lessee as rent for the second floor shall be included in the amount of gross sales of the Lessee for the purpose of determining the percentage rental, if any, to be paid by Lessee under this lease. If, however, the Lessee sublets the second floor to a sub-lessee for the sale of goods, wares and merchandise of any kind, the gross sales of the sub-lessee shall be included along with the gross sales of the Lessee in determining the percentage rental, if any, under this lease; and the Lessee and the sub-lessee shall be liable to the Lessor for payment of the percentage rental on gross sales made by the sub-lessee from the second floor of the building on the leased premises.

6. Except as hereinabove provided, this lease or any interest therein may not be assigned, mortgaged, or hypothecated by the Lessee, or the leased premises or any part thereof sublet without first obtaining the written consent of the Lessor.

7. The Lessor covenants and agrees that during the continuance of this lease it will make the necessary repairs to the roof, outer walls, and downspouts of the building on the leased premises. It is understood and agreed that said roof, outer walls, and downspouts are, upon occupancy by the Lessee, considered sound and in a good