

varied except with the consent of the parties or after conference between them and an effort to agree, it being recognized, however, that the final decision shall be made by the Lessor.

7. It is understood and agreed that all communications addressed to Lessee's customers and all advertising done by Lessee shall be in the name of the Lessor, and that all of Lessee's advertising space shall be furnished it, at Lessor's cost, including a proportionate charge for headings and general space. No advertisement shall be run by Lessee, however, without the prior approval of the Lessor.

8. The Lessor agrees to furnish for the premises herein leased all heat, air-conditioning, water, and lights. Interruption in the service of heat, air-conditioning, water, lights, and electrical appliances caused by breakage or failure of electric current or other unforeseen contingencies shall not be considered a breach of this agreement nor shall such interruption render the Lessor liable to damages to the Lessee, provided that such interruption shall be remedied by the Lessor as promptly as practicable and that due care shall at all times be exercised to avoid such interruption or to eliminate the same when it occurs. The Lessor shall not be liable for any roof leakage or leakage from defective plumbing resulting in damage to Lessee's merchandise unless Lessee shall have previously made requests for repair of such roof and plumbing and sufficient time shall have elapsed to permit of the making of such repairs. If after notice of need for such repairs either to roof or plumbing the same shall not be made as promptly as practicable, then the Lessor shall be liable for resulting damage.

9. It is further stipulated and agreed that the Lessor shall furnish to the Lessee, without extra charge therefor, the following: Adequate supplies of wrapping papers, tissue paper, twine, sales checks, stationery, printed forms used by Lessor and suitable for use by the Lessee, and adequate service as follows: Local telephone service, office service, window trimming service, porter and maid service, signs and sign writing service, cash girls or cash carriers, cashiers, delivery service and all other general and customary store service.

10. The salaries, wages or other compensation paid to extra wrappers employed to wrap parcels during peak seasons who perform their services for both the Lessor and the Lessee shall be divided equally between the Lessor and the Lessee and the parties shall have equal rights with respect to the selection of such personnel or the termination of