

often than twice a year. Should any such audit or examination disclose an understatement of rental by 3% or more for any twelve-months percentage rental period, the Tenant will reimburse the Landlord for the reasonable costs of such audit, otherwise the same shall be at the expense of the Landlord.

All information with reference to Gross Sales shall be treated by Landlord as confidential, provided, however, Landlord may make use thereof in discussions with prospective tenants.

8. All parking areas, sidewalks, malls, roadways, service areas, landscaped ~~and other areas~~ and public areas, shall be subject to the exclusive control and management of Landlord. In order that such areas may be most efficiently used by Tenants and customers, Landlord shall have the power to make, modify and enforce such reasonable rules and regulations as may from time to time be necessary for this purpose and Tenant agrees that it and its employees will abide by and conform with such rules and regulations. ~~The Landlord shall keep a record of all expenses incurred in the operation and maintenance of such areas and facilities, including but not limited to cleaning, policing, lighting, repairing and maintaining public liability insurance, and other reasonable charges other than for supervisory personnel, and the cost of such expenses shall be 15 cents (15) per square foot of the leased premises, based upon the cost of the space occupied by the tenant bears to the entire rentable space contained in the shopping center, such payments to be made monthly, and to be subject to final adjustment upon audit by a certified public accountant, provided, however, this provision may be renegotiated~~. Tenant agrees to repair and police and maintain the parking areas, service areas, landscaped and public areas in good, clean, orderly condition at all times during the term of this lease.

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