

- 2 -

other stores owned by lessee nor the proceeds of any sales tax (the term "sales tax" including any gross income tax, gross receipts tax or any other tax, regardless of designation, which is imposed on gross sales) if said tax is or must be assumed or paid by the Lessee to the extent that such taxes have been included in the sales price.

The Lessee covenants and agrees that at all times during the life hereof it will cause to be kept adequate records in accordance with sound accounting practice of all sales made on the demised premises and will within sixty days after the end of each calendar year mail or deliver to the Lessor a statement sworn to by a public accountant showing the sales, computed in accordance with the terms hereof, made upon the demised premises during the preceding calendar year and accompanied by a check covering any additional rental due under the terms hereof. The Lessor, or his duly designated representative may inspect any of the Lessee's records at any time within a sixty day period following receipt of the statement with reference thereto for the purpose of verifying the same.

The Lessee further covenants and agrees:

1. That it will neither do nor permit anything to be done which might render void or voidable any policy for the insurance of the premises against fire or which might cause any additional premiums payable therefor.
2. That it will not assign this lease or sublet the demised premises, in whole or in part, without the Lessor's written approval.
3. That it will provide at his own expense such heat, lights and water as it, or its sub-lessee may require for its purposes.
4. That it will make no material alterations on the demised premises without first securing the Lessor's written approval. That during the life hereof it will, at its expense maintain the interior of said premises in a reasonably good state of repair, replacing all broken glass and at the termination hereof will deliver up the premises in as good condition as they shall be at the completion of the initial improvements made by the Lessee, reasonable wear and tear alone excepted.