

Improvements as the Lessees may desire shall be made at the expense of the Lessees. However, the Lessor will maintain the roof of said building and the exterior structural partitions thereof in a reasonably good state of repair, but shall not be liable to the Lessees for any damage or loss occasioned by damage until and unless Lessees shall have first given to the Lessor written notice of the defective condition of said roof and the Lessor allowed a reasonable time thereafter in which to make the necessary repairs thereto, taking into consideration prevailing circumstances and conditions.

In the event the building hereby leased is damaged by fire or other casualties during the term of this lease to an extent that represents less than fifty per cent of its value, said Lessor shall proceed to repair and restore said building, as soon as the same can reasonably be done taking into consideration prevailing conditions as to labor and material, and the rent or a proportionate part thereof shall be abated until the premises are restored. However, should said building be damaged by fire or other casualties to an extent equivalent to fifty per cent or more of its value, this lease shall thereupon terminate. In order to determine the amount of per centage rental that may be due by the Lessees to the Lessor during any lease year of said term, said Lessees agree to keep records which will show the daily cash receipts, daily sales and daily bank deposits and the business done or made by the Lessees in, on, or from the premises hereby leased, which books or records shall at all times be subject to inspection, examination and audit by the Lessor herein or by such person or persons as they may designate, and said Lessees agree within the period of sixty days after expiration of each lease year of said term the Lessees shall compute, determine and pay to the Lessor such percentage rental as may be due the Lessor for the preceding year, such payment to be accompanied by a statement reflecting the amount so due to the Lessor, which statement shall be certified to by an officer of the Lessees as being true and correct.

In the event any installment of the guaranteed rental shall be in arrears and unpaid for a period of sixty days or in the event the Lessees shall be adjudicated, bankrupt, voluntary or involuntary, or shall be placed in the hands of a receiver or shall make an assignment for the benefit of its creditors, or fails to comply with any of the provisions of this lease, and shall be notified in writing by the Lessor of such default or violation, then in such event this lease shall terminate at the option of the Lessor.

It is further understood and agreed that the Lessees herein will not assign this lease or sub-lease said premises or any portion thereof without first obtaining the written consent of the Lessor herein.