

COMMISSION

The Landlord shall pay Mark W. Cauble, agent, as compensation for services rendered in procuring this lease, five percent (5%) of all rentals paid by Tenant to Landlord as fixed rent and/or percentage rent for the leased premises or any part thereof, during the term of this lease or any renewal or extension thereof, whether paid under this lease or not.

The Landlord, with the consent of the Tenant, hereby assigns to Mark W. Cauble, agent, five per cent (5%) of all fixed rent and/or percentage rent, whether paid under this lease or not. If the Landlord sells the leased premises or if the Landlord or Tenant assign this lease as herein provided, any purchaser or assignee shall take said lease and occupy the leased premises hereunder subject to this commission agreement and assignment of said rental, and the seller or assignor shall require any purchaser or assignee to specifically assume the seller or assignor's obligation in reference to payment of such commission out of rent as aforesaid. In default of such expressed assumption, both the seller or assignor and the purchaser or assignee, shall be liable for the payment of such commission as if no such sale or assignment had been made. The Tenant shall pay said commission direct to Mark W. Cauble, agent, at the times when the fixed and percentage rent is payable by Tenant to the Landlord and may deduct the pro rata share of said commission chargeable against each of the Landlords from the fixed and/or percentage rent otherwise due by the Tenant to the Landlord under the terms of this lease.

ALTERATIONS

Tenant shall have the right and privilege to alter, remodel or improve the demised premises in such manner as it deems necessary or advisable to make the demised premises and the adjoining other Cauble property and the adjoining Davenport property suitable for the business or purposes of the Tenant.

The Tenant further agrees that all work done by it in connection with the foregoing shall be carried on and completed in a good and workmanlike manner in conformity with all statutes, rules and regulations of all governmental authorities having jurisdiction and that