

## by the purchaser and accepted by the Tenant.

"Lease Year" as used herein shall mean the twelve month period immediately following the day preceding the time when rent begins to accrue under the terms hereof. Provided, however, the parties may by written agreement prorate the rents and change the lease year to such twelve month period as may from time to time be mutually agreeable.

7. During the term of said lease Tenant will keep in accordance with sound accounting practice, such records as are reasonably necessary and proper to reflect all activities which would enter into the determination of the rents under the terms hereof. Within thirty (30) days after the end of each six months period for the determination of percentage rents, Tenant will furnish Landlord a written statement setting forth in reasonable detail the Gross Sales, as hereinbefore defined, for such six months period. Each such statement shall be verified by Tenant, or an officer thereof and the statement covering the final six months in any lease year and any adjustment for the entire year shall be certified by a certified public accountant.

Landlord shall have the right to examine and audit Tenant's records, including sales tax reports with reference to the leased premises but not oftener than twice a year. Should any such audit or examination disclose an understatement of rental by 3% or more for any six 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 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 common and public areas, shall be subject to the exclusive control and management of Landlord. In

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