

## TITLE TO REAL ESTATE

perty on the premises occupied by the Tenant under this lease and said records shall be kept in accordance with its regular system of accounting now in effect or hereafter adopted and in accordance with good accounting practices.

Said records shall be available for inspection at all times during the term of this lease on business days and during business hours to the Landlord or to the Landlord's duly authorized representative, but such inspection shall not be made more often than once annually. The Landlord shall have the right to have said sales records audited by a certified public accountant chosen by the Landlord at the Landlord's expense. Unless within one year after the end of any lease year, the Landlord notifies the Tenant, in writing, that it is not satisfied with the statement showing the gross sales on the demised premises and on the adjoining Davenport property, the said statement shall, after said period of time, be considered binding and conclusive as to the gross sales for the year covered by said statement.

The Landlord shall not have the right to examine the sales records of any other store or premises of the Tenant than the sales records of the leased premises and of the adjoining Davenport property. The Landlord agrees not to divulge any sales figures or other reports or records furnished by Tenant or ascertained from its records, but the Landlord shall keep the same confidential at all times. However, the Landlord shall have the right to divulge such figures, reports, or records in any proceeding which may be brought before or in any proper tribunal for recovery of rent, or otherwise to enforce the Landlord's rights.

FREE RENT

5. Notwithstanding anything hereinbefore stated, it is agreed that the Tenant shall be entitled to a sum equal to four months fixed rent for the first four years of the term hereof, said free rent to be charged only against the percentage rental hereinabove provided. The Tenant shall not be entitled to an amount equal to more than one month's free fixed rent in any one year for the first three years of the term hereof, but during the fourth year the Tenant may take credit as against the percentage rental for that year, not only for the amount equal to one month's free fixed rent for said fourth year, but also any deficiency in the free fixed rent for any of the preceding three years for which credit was not taken by the Tenant. In any case, the free rent shall be chargeable only against the percentage rental otherwise payable by the Tenant and shall not exceed in the aggregate a sum equal to four months fixed rental. The percentage rental for the years beginning with the fifth year of the term is to be paid in full as herein first provided.

TAXES

6. In addition to the fixed rental hereinabove provided for, the Tenant agrees to pay, as additional rental hereunder, any and all taxes, assessments, and payments that shall, during the term of this lease, be levied, assessed, or imposed upon or become due and payable during said term or as a lien upon the demised premises or any building or improvements thereon during the term hereof. Such payments shall be made on or before the date when the same becomes delinquent and in time to prevent the addition of any interest or penalty thereto. The taxes which the Tenant agrees to pay shall include, but not be limited to, all taxes on revenue or gross receipts levied against Tenant on the volume of business done, all occupational taxes, personal property taxes upon the furniture, fixtures, goods, wares, and merchandise.

Nothing herein contained shall be construed to require the Tenant to pay any inheritance or estate taxes, income taxes, revenue taxes, personal property, or poll taxes, or any other similar taxes which are or may be imposed upon the owners of the premises or upon any transaction entered into by them.

If at any time during the term of this lease the present method of taxation or assessments by the city, county, and state shall be changed so that the whole or any part of the taxes, assessments, levies or charges, now levied, assessed, and imposed upon the real estate and the improvements thereon shall be transferred to the income or rents received from such real estate and improvements in whole or in part or against said income or rentals in whole or in part and if levied partly upon said real estate and improvements and partly on the income or rentals, to pay the whole thereof; it being the intention of this agreement that any computation of such taxes, assessments, levies, or charges which may be transferred from the real estate and improvements to the income or rentals shall be made upon a basis of the rentals payable under this lease only, without regard to any other properties owned or leased by the Landlord so that if any such levy or imposition upon such rentals shall be imposed under a rate of taxation which graduates, the lowest rate applicable to the rentals under this lease shall be the method of arriving at the amount of such levy or imposition payable by the Tenant.