

that said work shall be performed and completed in accordance with final working plans and specifications approved by Tenant which shall be prepared in the same manner, and be subject to change by Tenant to the same extent, as the final working plans and specifications provided for in clause 4 of this lease, and that said work shall conform to Tenant's requirements in all detail with the same force and effect as if Tenant were preparing the final working plans and specifications therefor not requiring the approval of Landlord. The Landlord further agrees that said third story, and all other changes, alterations, improvements and repairs hereinabove provided for shall, when completed, conform with all laws, ordinances, rules and regulations of all duly constituted authorities and shall be in a condition suitable for Tenant's use as hereinabove provided, and shall immediately become a part of the demised premises and be held and enjoyed by Tenant upon and subject to all the terms, covenants and conditions of this lease.

RESERVED
SPACE ON
PARCEL 1

39. It is understood that Landlord will prior to the commencement of the term of this lease partition off the ground floor space hereinabove reserved to Landlord measuring approximately 33 feet by 100 feet on Parcel 1. Said space shall be reserved to Landlord, subject to the provisions hereinafter set forth, during each of the following periods, namely: the period between the beginning of the term of this lease and the end of the first ten lease years of the term of this lease; the succeeding period of five lease years; and, each succeeding period of five lease years thereafter during the term of this lease and any extension thereof. If and when Tenant's net retail sales made up on the demised premises for any lease year during any one of such periods first equal or exceed \$6,000,000, said space shall at the