

made by a person in the regular employ of the Lessee, where the charge to the customer is paid over in full to such person, without deduction of any amount directly or indirectly.

ACCOUNTING

3. Lessee covenants and agrees to keep at its principal office in the City of Washington, D. C., proper books of account and to furnish a true and accurate statement monthly of the total daily sales, and business transacted on said premises (returns and refunds excluded), and to give the Lessor access to the books and records of the business transacted in the store during reasonable hours. The Lessor covenants and agrees that said information is to be strictly confidential. The Lessee covenants and agrees to pay for all gas and electricity consumed on the premises. Lessors shall furnish heat and water.

SUB-LEASING

4. The Lessee shall not sublet any part of this property without first obtaining the consent of the Lessors, in writing, and said consent shall not be unreasonably withheld.

POSSESSION OF PREMISES

5. Lessors agrees at its own expense and risk to secure the removal of all Lessees and occupants from said entire demised premises, and to deliver possession of all demised premises, free of all Lessees and occupants, to Lessee herein on the 1st day of July, 1946.

CONCESSIONS

6. The Lessee shall have the right and privilege of subleasing one or more concessions in the demised premises to other persons than the Lessee, or to corporations in which case the Lessee shall remain liable to the Lessor for the performance and conditions of this lease, provided however, that no concession or concessions shall be sublet for the purpose of carrying on photographic business and the Lessee covenants and agrees to insert this restriction in any sublease.

ASSIGNMENT

7. This lease shall not be assigned by the Lessee.

REPAIRS BY LESSOR

8. The Lessor covenants and agrees that during the continuance of this lease it will keep in good condition, the roof, outer walls, and downspouts of the building on the demised premises, and shall be liable to the Lessee for any injuries and damages caused to the Lessee because of the condition of said roof, outer walls, and downspouts or because of its failure to repair same, provided, however, that the Lessor shall not be liable for any injuries or damages caused by an act of God.

IMPROVEMENTS

9. The Lessee agrees to make all improvements to the front and interior of the said store room at its own expense for the purpose of operating a childrens store.

RIGHTS OF LESSORS UP ON DEFAULT OF RENT.

10. It is understood and agreed that should any installment of rent be paid due and unpaid by the Lessee, the Lessor may at its option, after giving ten (10) days written notice, (a) either resort to any legal remedies at law or in equity for the enforcement or collection of the rent or to recover damages for the breach of said covenants, or (b) declare this lease terminated and enter into and take possession of the demised premises and henceforth hold the same free from any right of the Lessee or his heirs, executors, administrators, successors or assigns to use said demised premises, but the Lessor shall nevertheless have the right to recover from the