

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.

SUBLETTING

If for any two consecutive lease years during the term hereof the Tenant's gross sales upon the leased premises and the adjoining Davenport property and the adjoining other Cauble property do not exceed the sum of \$ 500,000.00 per lease year, the Tenant shall have the right within thirty days of the termination of such consecutive lease years to give the Landlord written notice of its intention to sublet the leased premises. Upon receipt of such notice, the Landlord shall have a period of four months, beginning with the first of the lease month next succeeding the date of the receipt of such written notice, to cancel the lease by giving the Tenant written notice to that effect, upon which event the lease shall terminate on the last day of the fourth lease month next succeeding the date of the receipt of such notice by the Tenant. Should the option to terminate said lease be not exercised by the Landlord within the time hereinabove stipulated, the