however, that the sales made and services performed by said concessionaires shall be included in the sales made and services performed by the Lessee in determining the gross sales of the Lessee and the percentage rental, if any, due to the Lessor under the terms of this lease; and both the Lessee and the concessionaires shall be liable to the Lessor for the performance of all the terms and conditions of this lease.

6. Except as hereinabove provided for subleasing of concessions, this lease or any interest therein may not be assigned, mortgaged, or hypothecated by the Lessee, or the leased premises or any part thereof sublet without the prior written consent of the Lessor. Consent to one assignment or sublease shall not destroy or waive this provision, and all subsequent assignments and subleases shall likewise be made only upon prior written consent of the Lessor. The sub-lessee or assignee shall become liable directly to Lessor for all the obligations of Lessee hereunder and without relieving the Lessee of its liability hereunder.

7. The Lessee shall use the leased premises for the purpose of operating thereon a store for the retail sale of children's clothing, furniture and accessories.

8. Lessor covenants and agrees that during the continuance of this lease it will make all necessary repairs to and keep in good condition the roof, outer walls and downspouts of the building on the leased premises. It is understood and agreed that said roof, outer walls, and downspouts are, upon occupancy by the Lessee, considered sound and in a good state of repair and the Lessor shall not be required to inspect the premises or be liable for any damages on account of the condition of said roof, outer walls and downspouts, except after notice from the Lessee and failure of the Lessor to repair the same within a reasonable time thereafter.

9. Except as is herein provided in the next preceding paragraph, the Lessee agrees to take the premises in their present condition and as suited for the use intended by Lessee, and