

contingent rental payments based upon gross sales.
 (a.) During the term of this lease an amount for each calendar year equivalent to 2% of the gross retail sales for each such calendar year in excess of Three Hundred Thousand Dollars (\$300,000.00). No such additional sums shall be paid unless and until said Lessee shall have been in possession of the demised premises for a full calendar year. Any sums which thereafter shall become payable pursuant to the foregoing provision shall be paid on or before the 1st day of March of the year following the calendar year on the gross sales of which said additional payment is based.

Upon the request of the Lessor, Lessee agrees to furnish a statement, verified by one of the officers of Lessee Company, specifying the annual gross sales made by Lessee upon the premises, with the privilege to Lessor's auditor of access to the books of Lessee Company for verification of such statements, if desired.

The term "gross sales" as used in this lease shall be interpreted to mean the aggregate of all moneys received by Lessee from sales of goods, wares and merchandise made upon the demised premises to the public after deduction of all refunds made to customers by Lessee, for merchandise returned to Lessee.

This agreement shall not be construed as giving Lessor any partnership or other interests in said Lessee's business.

It is understood and agreed by Lessor that Lessee has made no representation of any kind whatsoever as to minimum or maximum annual volume of retail sales which Lessee may or shall make any calendar year during the term of the lease.

If the business of Lessee Company shall not amount to as much as \$300,000.00 gross sales per annum, said Lessee shall have the option to be released from the within lease at the end of any five year period upon giving to the Lessor, their representatives or assigns, a notice of at least six months or their intention to terminate same.

The Lessor agrees not to divulge to any person or persons, firm or corporation, the

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See of Premises and Letters of Assigning and Surrender

amount of retail sales made by Lessee in said leased premises.

The Lessor and Lessee, parties hereto, further stipulate, covenant and agree as follows:

That the premises hereby demised shall not be used for any unlawful purpose during the term of this lease.

It is further stipulated and agreed that the Lessee shall have the right to discontinue the use of the demised premises in its business and may assign this lease or sublet the whole or any part of the demised premises at any time during the term hereof. If Lessee discontinues the use of the demised premises in its business and vacates the same, it shall thereafter pay the lessor, as rental for said demised premises for the remainder of the term hereof and in lieu of all of the rentals herein specified, the following, to-wit:

The sum of Six Thousand Dollars (\$6,000.00) per annum, payable in monthly instalments of Five Hundred Dollars (\$500.00) each in advance on the first (1st) day of each month until the end of the term hereof. Said rental of Six Thousand Dollars (\$6,000.00) per annum shall be in lieu of all other rentals provided for in this lease.

It is hereby mutually understood and agreed by and between the parties hereto that should the Lessee discontinue the use of the demised premises in its business and vacate the same, then and in that event the lessor shall have the option to cancel this lease by giving the Lessee written notice by registered mail within thirty (30) days after the date Lessee vacates the demised premises, of their intention to so cancel this lease.

Lessee may, on the termination of this lease or at any time during the continuance thereof, remove from said premises all shelving and other fixtures which it may have installed at its own expense in said premises.

Lessee agrees to pay all gas and electric light charges for gas and electric light used on said premises during the term of this lease.

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