

shall, however, be paid to landlord irrespective of whether or not tenant may be reimbursed under the provisions of Rent Charges Nos. 2 and 3 out of the percentage rent.

Tenant agrees to keep complete, accurate and separate records of the gross sales made by it in, on or about said demised premises and agrees to deliver to landlord at the time each annual percentage rental, if any, is paid, a statement of the gross sales from said leased premises for the year for which such payment, if any, is made. Landlord agrees to keep such information with respect to sales and business of tenant confidential so far as possible consistent with the enforcement of landlord's rights hereunder. It is agreed that tenant does not and has not made any representations or guarantees to landlord as to the amount of business tenant may do in said leased premises. It is agreed that landlord shall have the right to have that portion of tenant's books necessary to verify the above statement audited by certified public accountants not oftener than once a year.

The term "gross sales" as herein used shall include the amount received from the sale of goods, wares, and merchandise of every kind and character sold, in, on or upon said leased premises without deduction or allowance for costs, charges or expenses for purchasing, selling transportation and handling, but shall not include claims collected from transportation companies or the selling price of goods which are delivered in exchange for goods returned or the selling price of goods returned without exchange or the selling price of goods returned to the manufacturer or otherwise or transferred to other stores of tenant, nor shall

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