

Fifty (\$26,550.00) Dollars, payable in installments of \$450.00 per month in advance, on or before the 10th day of each and every calendar month during said term. Said rental is hereinafter for convenience called "fixed rent".

(b) In addition to said fixed rent, hereinabove stipulated, the Lessee agrees to pay the Lessor in the manner and upon the terms and conditions, and at the times hereinafter set forth a sum equal to six percent (6%) of Lessee's aggregate gross sales made by it in and from the leased premises in excess of \$90,000.00 for each lease year during the term of this lease.

The term "gross sales" as used herein shall include the sales price of all customs, goods, wares, merchandise and services sold or performed by the Lessee in or from the leased premises or any part thereof, or by any other person, firm or corporation selling customs, goods, wares, merchandise and services of any sort in or from the leased premises, or any part thereof, for cash or credit, regardless of collections in the case of the latter, but excludes returns and refunds and the amount of any sales tax, or imposition whatsoever, and howsoever imposed for such sales and charges, where such sales tax or imposition is billed to the purchase as a separate item. Where garments are sold by Lessee which require alterations, the cost of such alterations shall not be included in gross sales if such alterations are 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.

4. Lessee agrees that it will keep a full, complete, true and accurate record of all sales made or services performed by the Lessee in or from the leased premises, or any part thereof, during the term of this lease, and will furnish the Lessor within ten days after the end of each lease month a statement showing Lessee's total daily gross sales from the leased premises during the preceding lease month.

The Lessee agrees that within sixty (60) days after the end of each lease year it will deliver to the Lessor a