

- (a) For the period beginning April 1, 1949 and until five years thereafter, Tenant shall pay Landlord the sum of thirty thousand dollars, payable in equal monthly installments in advance on the first day of each and every month during said period of five years at the rate of five hundred dollars per month, which said rental is hereinafter sometimes for convenience called the fixed rental.
- (b) In addition to the said fixed rental, Tenant shall pay to Landlord in the manner and upon the terms and conditions and at the times hereinafter set forth, an amount, if any, equal to six per cent of that portion of the aggregate gross sales of Tenant, after deducting all returns and allowances on merchandise sold to the public, in and from said premises as hereinafter defined and determined in excess of one hundred thousand dollars per annum.

Tenant agrees to deliver to Landlord annually, during said term and within sixty days after the end of each year measured from the date Tenant's store in said demised premises opens for business, an affidavit by the Comptroller of Tenant showing gross sales as herein defined in said demised premises during the preceding year and to pay to Landlord six per cent of the excess, if any, over one hundred thousand dollars of said gross sales for said year, from said demised premises, as herein defined.

Tenant agrees to keep, or cause to be kept, complete, accurate and separate records of gross sales made by Tenant in, on or from said demised premises, and as aforesaid, to deliver to Landlord an affidavit by the Comptroller of Tenant, at the time such annual percentage rental, if any, is paid, certifying to such gross sales. Tenant grants Landlord the right to examine the original records relating to such gross sales and to permit Landlord's auditor, at Landlord's expense, to so examine same, but not more often than once in each year. Landlord agrees to keep such information with reference to said sales and business of Tenant confidential as far as possible, consistent

Belonkin's, Inc
By: (ma)
Deputy, How...
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