

January 1, 1954, and for each year thereafter, the Tenant agrees to pay to the Landlord, in addition to the fixed rental hereinabove stipulated, a sum equal to six per cent (6%) of Tenant's gross sales in excess of One Hundred Thousand (\$100,000.00) Dollars per lease year.

The term, "gross sales," as used herein shall be interpreted to be sales on all merchandise sold by Tenant in the demised premises or any concession therein, either for cash or credit, less refunds made to purchasers. The term, "gross sales," shall not include credit for returned merchandise or credits accruing to said store arising from the transfer of merchandise from said store to other stores of the Tenant, provided said transfer is not made for the purpose of consummating a sale theretofore made from the demised premises, nor shall said term include credits received resulting from claims or losses or damages to merchandise in transit, nor the amount of any sales tax, federal, state, or municipal, however imposed, computed and paid for sales in, upon or from the said leased premises, if said tax is or must be assumed or paid by the Tenant, to the extent that such taxes shall have been included in said sale.

(5) The Tenant agrees that it will keep a full, complete and accurate record of all sales made during each lease year, or fractional part thereof, and that said books shall remain open at all reasonable times for the inspection of the Landlord. The Tenant agrees to furnish the Landlord with a statement or audit for each of said eight years and seven months, or fractional part thereof, which shall show the total gross sales as defined herein, and within ten days after the termination of each of said eight lease years and seven months, the Tenant agrees to pay the additional rental on gross sales hereinabove stipulated if any amount shall be found to be due.

(6) The Landlord agrees to keep in good repair the roof, outer walls, and down spouts of said building. It is understood and agreed that the roof, outer walls, and down spouts, upon the occupancy by Tenant under this lease, shall be considered sound and that the Landlord shall not be called upon to make any inspection