

RENTAL

Art. 5. The Tenant agrees to pay to the Landlord the guaranteed annual rental of \$78,000 without prior demand, in equal monthly installments of \$6,500 on the first day of each and every month during the term hereof for the current calendar month, without any setoff, abatement, or deduction whatsoever, commencing on the date the term of this lease commences. The aforesaid payments of rent are to be made to the Landlord, F. W. WOOLWORTH CO., Capital Accounts Dept., R. O. #4, Box 521, Milwaukee, Wisconsin 53201, or to such other place as shall be designated in writing at least ten (10) days prior to the next ensuing rent payment date. The rent for the calendar month during which rent shall begin to accrue and for the last calendar month of the term hereof shall be apportioned. The Tenant further agrees to pay to Landlord the additional rent, in accordance with Articles 5A and 29 hereof.

The Tenant agrees upon the execution and delivery of this lease, to pay to the Landlord the first and last monthly installment of annual minimum rent payable pursuant to the provisions of this Art. 5.

PERCENTAGE RENT DELETE

~~Art. 5A. On or before the 31st day of January following the first part and each full calendar year of the term of this lease and within thirty (30) days following the termination of this lease, Tenant shall mail or deliver to Landlord a statement certified to be correct by one of its accountants showing the sales and services made upon, in, at or from the demised premises during the preceeding full or part calendar year. Should said sales for the period covered by such statement exceed (apportioned for part calendar years) Tenant shall forthwith pay to Landlord, as additional rent due hereunder, a sum equivalent to % of such excess.~~

In computing such sales and services for the purpose of this Article 5A, Tenant shall take the total amount of sales of merchandise and service made upon, in, at or from the demised premises, whether for cash or credit (excluding interest charges on credit sales and service charges paid by customers for delivery of any merchandise thereto) and deduct therefrom the following to the extent that same are included in the computation of sales and services:

- a) All credit and refunds made to customers for services or for merchandise returned or exchanged;
- b) All receipts from weighing machines, lockers, public telephones and public toilets;
- c) All sums and credits received in settlement of claims for loss or damage to merchandise;
- d) All taxes upon the receipt or purchase of merchandise and all occupational sales taxes and other taxes upon or based upon the gross receipts of Tenant or upon the sale or sales price of merchandise and which must be paid whether or not collected from customers and whether or not the same may be commonly known as a "sales tax". The taxes to which reference is hereinabove made may be deducted regardless of whether imposed under any existing or future orders, regulations, laws or ordinances.

Tenant covenants and agrees to keep at the principal office of Tenant, complete and accurate books of account and records in which shall be recorded all sales and services made upon, in, at or from the demised premises and all permitted deductions enumerated above. Tenant agrees that such books and records shall be open to inspection by Landlord or Landlord's agents at reasonable

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