

months following the termination of the lease year on the net retail sales of which said additional payments are based.

LEASE YEAR
DEFINED

8. For the purpose of interpreting the provisions of this lease, the phrase "lease year" referred to herein shall be considered to mean each successive period of twelve consecutive calendar months commencing with the first day of the month immediately following the date on which Tenant opens its store for business to the public in said enlarged building on Parcels 1, 2, 3, 4 and 5 as provided in clause 5 hereof. The contingent rental pursuant to clause 7 hereof for a fraction of a lease year, if any, shall be determined by applying the percentage specified therein to the net retail sales for such fraction of the lease year in excess of an amount which bears the same ratio to the base figure therein set forth as such fraction of the lease year bears to the full lease year.

TENANT'S
STATEMENTS

9. At the time Tenant makes payment of the contingent rental as provided in clause 7 hereof, Tenant agrees to furnish to the Landlord a statement, verified by one of the officers of Tenant Company, specifying the annual net retail sales made by Tenant upon the demised premises.

AUDIT OF
SALES

10. The Landlord shall have the right each year to examine and audit Tenant's records of sales made upon or from the demised premises, but only for the purpose of ascertaining the amount of the net retail sales made upon or from the demised premises during the preceding lease year. Such audit or