

event that no payment of percentage rental is due by the Tenant to the Landlord for the next preceding lease year, the Tenant shall deliver to the Landlord within sixty days after the end of said lease year a statement of its daily gross sales showing that no percentage rental is payable under the terms hereof.

The Landlord agrees to keep such information in respect to sales and business of Tenant confidential so far as possible consistent with the enforcement of the Landlord's rights hereunder.

The term "gross sales" as used herein shall include receipts from the sale of all merchandise or services sold by the Tenant or by any concession therein or from or in the adjoining "Cable property" and the premises known as the "other Cable property" without distinction as to the properties, whether for cash or credit, paid or unpaid, collected or uncollected, less allowances or refunds for returned or defective merchandise, exchanges, discounts, and other credits of a similar nature. For the purpose hereof, all sales shall be considered completed on the delivery of the merchandise or the performance of the services, irrespective of the terms of payment. The term "gross sales" shall not include credits for returned merchandise or the transfer of merchandise from the leased premises and the adjoining "Cable property" and the premises known as the "other Cable property" to another store or premises of the Tenant, not transferred for the purpose of making delivery under a sale made on the leased premises or the adjoining "Cable property" or the premises known as the "other Cable property", nor shall said term include money or credit received resulting from claims for loss or damage to merchandise in transit, merchandise returned for credit to factories or jobbers and allowances, premiums, or free merchandise to the trade, nor shall it include the amount of any sales tax applicable to any transaction in or from the leased premises or the adjoining "Cable property" or the premises known as the "other Cable property" under any law or ordinance now existing or hereafter enacted and payable by and/or collected from the Tenant's customers.

Notwithstanding anything hereinabove stipulated in the next preceding paragraph, the Landlord agrees to allow the Tenant a