

gross sales shall exceed the aggregate sum of all of said rental charges. The minimum guaranteed rental provided for in Rent Charge No. 1 shall be payable to landlord irrespective of whether or not tenant may be reimbursed under the provisions of Rent Charges Nos. 2 and 3 out of percentage rent. Said percentage rental, if any, shall be payable to landlord annually on or before the sixtieth day after the end of each calendar year. To compute said percentage rental, if any, for the year during which such alterations, changes, etc., shall have been paid for by tenant rental charges Nos. 2 and 3 shall be apportioned as aforesaid so as to cover the portion of said calendar year after such alterations, changes, etc., shall have been paid for by tenant. A similar method shall be applied, as aforesaid, to compute the percentage rental, if any for the year during which the term of this lease ends.

In the event that the aggregate sum of all said rental charges Nos. 1 to 3 inclusive shall for any year exceed five per cent of the gross sales of tenant in the demised premises during said year no percentage rental shall be paid to landlord by tenant for said year and the excess of the aggregate sum of the above enumerated rental charges one to three inclusive over five per cent of tenant's gross sales in the demised premises during said year shall be carried forward cumulatively and shall be deducted as an additional rent charge in the next following year and the years thereafter to the end that landlord shall not be entitled to any percentage rental for any year unless and until the aggregate of all deductions and rental charges for all years previous thereto is less than five per cent of the aggregate of tenant's gross sales as herein defined, for all years previous thereto. The minimum guaranteed rental

*made of*