

and it shall constitute the full rent for such years as the gross sales amount to that sum or less. For such years as the gross sales amount to more than Twenty-Four Thousand (\$24,000.00) Dollars, the Lessee shall pay to the Lessor a sum equal to five (5%) percent of the said sales in excess thereof. The Lessee shall, within thirty days of the end of each rental year, submit to the Lessor a sworn statement showing the amount of sales, itemized by months, for the preceding year and at that time they shall make payment of the excess amount of rental due under the terms hereof. The Lessee shall keep careful and accurate records of the sales made in the premises herein demised, and the Lessor shall have the right to examine the said records, if they so desire, to verify the figures in the said annual statements. The gross sales shall include all moneys received from the sale of merchandise in the demised premises, whether cash or credit, but money refunded for merchandise returned shall be deducted from the sales in computing the amount of excess rent. By giving the Lessor sixty days written notice prior to the expiration of the term hereof, the Lessee shall have the right to renew this lease for an additional period of five (5) years under the same terms and conditions as set forth herein.

(3) The property herein demised is to be a part of Lewis Plaza Community Shopping Center, which will contain twenty or more stores and shops and a theatre. The building covered by this lease is to be completed and ready for occupancy by the first day of January 1949, but the Lessee shall have the right to cancel the lease, by written notice to the Lessor, or their agent, in the event at least six other stores are not complete and occupied, or leased for immediate occupancy, by that date. The six stores shall include those occupied, or to be occupied, by Colonial Stores' Super Grocery, drug store, ladies apparel, laundromat,