

The Tenant agrees further that during the term of this lease it will keep a true, full, complete and accurate account of the total gross sales made by it from the leased premises during each lease year, and agree to deliver to the Landlord at the time specified for payment of percentage rental a statement of such gross sales for the period covered by such payment.

The Landlord agrees to keep such information with respect to the sales and business of the Tenant confidential so far as is practicable and consistent with the Landlord's right hereunder.

The term "gross sales" as used herein shall include receipts from the sale of all services, goods, wares and merchandise of every kind and character sold by the Tenant or by any concession in the leased premises, whether for cash or credit, paid or unpaid, collected or uncollected, without deduction or allowances for costs, charges or expenses for purchase, sale, transportation and handling. For the purpose of this lease all sales shall be completed with the performance of the services or the delivery of the goods, wares and merchandise, 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 to another store or premises of the tenant, not transferred for the purpose of making delivery in or from the leased premises, nor shall said term include money or credit received resulting from claims for loss or damage to goods, wares or merchandise in transit, goods, wares and merchandise returned for credit to factories, manufacturers, jobbers or wholesalers, nor shall said term include the amount of any sales tax, stamp tax, or other tax imposed upon the sale of such services and/or goods, wares and merchandise made from the leased premises under any law or ordinance now existing or hereinafter enacted and payable by and/or collected from the customers of the Tenant.