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1951, and ending on the 30th day of June, 1966.

3. The Lessee hereby agrees to pay to the Lessor for said leased premises the following rental:

(a) A rental of One Hundred Eighty Thousand ($180,000.00) Dollars, payable in installments of $1,000.00 per month in advance, on or before the 10th day of each and every calendar month during said term. Said rental is hereinafter for convenience called "fixed rent".

(b) In addition to said fixed rent, hereinabove stipulated, the Lessee agrees to pay the Lessor in the manner and upon the terms and conditions, and at the times hereinafter set forth a sum equal to five percent (5%) of the Lessee's aggregate gross sales made by it in and from the leased premises in excess of Two Hundred Forty Thousand ($240,000.00) Dollars, for each lease year during the term of this lease.

The term "gross sales" as used herein shall include receipts from the sale of all goods, wares, merchandise and services sold by the Lessee in and from the leased premises or any concession therein, whether for cash or credit, paid or unpaid, collected or uncollected, less allowances or refund for returned or defective merchandise, exchanges, discounts and other credits of a similar nature. For the proper identity all sales shall be complete 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 return of defective merchandise or the transfer of merchandise from the leased premises to another store or premises of the Lessee, not transferred for the purpose of making delivery under a sale made on the leased premises, nor shall said term include money or credit received from claims for loss or damage to merchandise in transit, merchandise returned for credit to factories or jobbers, nor shall it include the amount of any sales tax, Federal, State, or Municipal, however imposed, computed and/or paid for sales in or from the leased premises, if said tax is, or must be, assumed or paid by the