

(3) As one of the considerations for the execution of this lease, the Lessee agrees to pay to the Lessor, in the manner hereinafter provided, for the use and occupancy of the leased premises the rental of Twenty-Four Thousand and No/100 (\$24,000.00) Dollars per year, the same to be paid by the Lessee in equal monthly installments on the last day of each calendar month during the period of this lease, that is to say: Two Thousand and No/100 (\$2000.00) Dollars per month.

In addition to the fixed sum of money which the Lessee has agreed to pay to the Lessor, and as a further consideration for the execution of this lease by the parties, the Lessee agrees to pay to the Lessor, in the manner herein prescribed, a sum equivalent to two and three-fourth (2-3/4%) per cent of all gross sales in the leased premises, including sales of all leased or subleased departments, in excess of the sum of Six Hundred Thousand and No/100 (\$600,000.00) Dollars per year. The amount due by the Lessee to the Lessor under this provision shall be determined annually on the first day of March of each successive year during the period of this lease, and shall be paid to the Lessor on or before the 15th day of April of each successive year during the period of this lease.

The term "gross sales" shall include the aggregate gross amount of all sales of the occupants of and all businesses conducted in, upon or from the Lessor's premises, whether at wholesale or retail, and whether for cash, charge or credit. Merchandise returned, for which cash or credit has been refunded, shall be deducted in determining gross sales.

No excess or bonus rent shall be paid by Lessee to Lessor on sales made upon premises other than the premises herein leased, whether owned, controlled or leased from other persons. Provided, however, should the Lessee conduct sales upon other premises, the receipts from which are commingled with the proceeds of sales arising from sales made on leased premises, the Lessee agrees to establish a system which will reflect accurately total