

10-20-53  
1-26-54

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examination shall not be made more often than once in each year, and shall be made on behalf of Landlord by a Certified Public Accountant to be selected by Landlord; if Landlord wishes to audit Tenant's records for any lease year, Landlord shall notify Tenant, and proceed with such audit within six (6) months after the end of the lease year in question. Should the Landlord fail to exercise the right to audit the records of Tenant within six (6) months after the end of any lease year, then and in that event Landlord shall have no further right to audit or inspect the records of Tenant for such lease year. Any such audit or examination by the Landlord shall be at Landlord's own expense.

NET RETAIL  
SALES  
DEFINED

11. The term "net retail sales" as used in this lease, shall be interpreted to mean the aggregate of all moneys received by Tenant from sales of goods, wares, merchandise and service to the public made upon the demised premises during each lease year, after deducting all refunds and allowances made to customers by Tenant in connection with merchandise sold by or returned to Tenant, and after deducting the amount of any sales tax, license or occupational tax, or any other tax measured by the sales or receipts from sales made by the Tenant. The return or transfer of merchandise from one store to another or to any of Tenant's warehouses shall not be construed as retail sales, nor shall any sum be paid to Landlord on such merchandise returned or transferred.