

Commencing with the first year of the term of this lease, in addition to the rental hereinabove provided, LESSEE shall pay annually as percentage rental, an amount equal to one (1 %) per cent of all sales in excess of Three Million Sixty Thousand & No/100 (\$3,060,000.00) Dollars made by LESSEE in and from the demised premises per lease year.

Said percentage rental shall be payable on or before the thirtieth day following the close of the lease year.

The term "lease year," shall mean a period of twelve (12) consecutive calendar months, the first of which shall start on the date of commencement of the lease term.

The term "sales" is hereby defined as the gross receipts of LESSEE in and from the demised premises, excluding or subtracting therefrom however (1) deposit refunds and credits, (2) refunds and allowances for merchandise returned, (3) any sums paid, charged or collected as an incident to or measured by receipts or sales whether or not any such sums be known as sales, receipts or income taxes, excise taxes, or by any other name, which LESSEE may be obligated to collect and/or pay as a result of any law or ordinance, federal, state, county or municipal, now or hereafter enacted, (4) cost of trading stamps issued by LESSEE to its customers, (5) sums paid by LESSEE for commercial, rent, occupancy or occupational tax or permit, (6) receipts or commissions from public pay telephones, (7) receipts or commissions from vending machines or weighing machines, (8) receipts from delivery service, if any, (9) credits accruing to said store arising from transfer of merchandise from said store to other stores or locations, (10) returns to LESSEE'S warehouse or to shippers, suppliers or manufacturers, (11) returns and allowances as such terms are known and used by LESSEE in the preparation of LESSEE'S profit and loss statement, (12) receipts from sales of salvage cartons, meat scraps, suet, and other salvage merchandise, (13) payments received by LESSEE elsewhere than at the leased premises on orders taken at the leased premises but filled elsewhere, (14) exchange of goods between LESSEE's stores, (15) receipts from sales of postage stamps and money orders.

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Percentage Rental

With each payment of percentage rental, LESSEE shall provide LESSOR with a statement showing the amount of sales during the preceding lease year. Such statement shall be in form and style and contain such details as LESSOR and LESSEE may decide and shall be signed by a responsible official of LESSEE'S Unit servicing the leased premises. Such statement shall be deemed to have been accepted by LESSOR as correct, unless within 180 days thereafter LESSEE receives written notice of LESSOR'S dissatisfaction therewith, in which event LESSOR, within 180 days from said notice may cause any reputable audit company or C.P.A. mutually satisfactory and approved in writing for the purpose by LESSEE, to examine and audit, during reasonable business hours, the books and records of LESSEE pertaining to the sale of merchandise in and from the demised premises for the purpose of verifying the accuracy of said statement. Such audit shall be accepted by both parties as final. LESSOR shall hold all such information in the strictest confidence. The determination and computation of any payment under this paragraph shall be made separately in respect of each year as aforesaid; it being understood that the sales in any other year and the additional payments which may become due and payable hereunder by reason of the volume of such sales shall not be cumulative, nor have any bearing on, or connection with, the sales of any other year or payment due in respect of the volume of sales made in any other year.

~~Any percentage rental due shall be decreased by the amount of any payment made or to be made during the same lease year, by LESSEE to LESSOR pursuant to the terms of paragraph of this Rider.~~

~~Notwithstanding anything hereinabove contained, it is agreed that whenever the fixed rental plus the percentage rental shall exceed the sum of:~~

~~(\$XXXXXXXXXX) Dollars, LESSEE shall only be obligated to pay the said aggregate sum of~~

~~(\$XXXXXXXXXX) Dollars for each year and no statement of sales need be submitted to LESSOR.~~

No representation or warranty has been made herein by LESSEE that the business in the demised premises will amount to any specified volume; nor does LESSEE have any fiduciary relationship with LESSOR nor does LESSOR acquire any interest in LESSEE'S business hereby.

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