

of except as above provided.

4. The Lessee shall pay to the Lessors, as rental for said premises, the sum of \$275.00 per month in advance. The first payment to be due on August 1, 1948 with a like payment on the first day of each month during the ten-year period covered by this lease. The Lessee, however, shall not be deemed in arrears with his rental so long as same is paid on or before the 10th day of the month for which the rent is due.

5. The Lessee's fiscal year begins on August 1 and terminates on July 31st. The Lessee shall pay to the Lessors an additional rental to that specified above amounting to five per cent of all the gross sales of the Lessee emanating from the above described premises in excess of \$55,000.00 during any fiscal year of the Lessee. By way of illustration, should the Lessee's gross sales during any fiscal year amount to \$65,000.00, then the Lessee would be due the Lessors, the sum of \$500.00 in addition to the monthly payment stipulated above. The Lessee shall furnish to the Lessors each six months during the term of this lease, commencing February 1, 1949 and each six months thereafter, a sworn statement in writing showing the gross sales of the Lessee from the above described premises during the previous six months. Any additional rent that may be due to the Lessors, by virtue of the five per cent of the gross sales in excess of \$55,000.00 during any fiscal year, shall be paid to the Lessors on or before the 5th of September of each year; the first payment to be due on or before September 5, 1949.

6. The leased premises shall be used by the Lessee as a retail store for ladies ready-to-wear and allied merchandise. This clause shall be liberally construed in favor of the Lessee to cover all merchandise commonly known and referred to as dry goods.

7. The Lessee agrees to make certain improvements to said premises to cost approximately \$20,000. All costs and expenses, in connection with such improvements, are to be borne solely by