

B. Thereafter, for the remainder of the term of said lease, as herein further modified, supplemented and extended, Tenant shall pay rent as follows:

- (1) A fixed rent of \$1,250.00 per month, payable on the first day of each and every month in advance; and
- (2) Additional percentage rent in an amount equal to -
4% of cash receipts of sales, as defined in said lease, in excess of \$315,000.00 and up to and including \$450,000.00.,
plus 3% of such cash receipts of sales in excess of \$450,000.00,

made by Tenant in the operation of Tenant's store in the leased premises in each twelve months period commencing on December 1 and ending on November 30 next succeeding.

Said sums of \$315,000.00 and \$450,000.00 shall be proportionately reduced to cover applicable periods of less than twelve months.

4. In order to adapt and equip the leased premises for Tenant's continued occupancy, various additions, alterations, improvements, installations and repairs of a structural and non-structural nature will be required. Such work shall be done by Tenant, at Tenant's initial cost and expense, in a good and workmanlike manner, free and clear of liens for labor and material furnished Tenant and without further consent from Landlord.

If there shall be any structural weakness or structural defect in said building or premises, not caused by Tenant, or if there shall be any other condition or conditions in said building or premises, structural or otherwise, not caused by Tenant, and which do not meet the requirements of public authorities, then Landlord, at Landlord's cost and expense, by contractors selected by Landlord and acceptable to Tenant, shall correct such weakness, defect, condition or conditions promptly after notice thereof, but in the event of Landlord's failure to do so, Tenant may do so and deduct the cost and expense thereof from the rent.

5. Paragraph 5 of said agreement dated September 18, 1946, shall no longer be in effect.

6. Landlord covenants, represents and warrants that Landlord has legal title to the leased premises and the right to make this agreement, that said premises and the building are now free and clear of all liens, encumbrances, restrictions and party wall agreements, except:

None

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