

with the enforcement of Landlord's rights hereunder. It is agreed that Tenant does not and has not made any representation or guarantee as to the amount of gross sales to be made in said leased premises.

The term "gross sales," shall include the amount received from the sale to the public of goods, wares and merchandise of every kind and character sold in, on or upon said demised premises without deducting or allowing for costs, charges or expenses for purchasing, selling, transportation and building.

Anything herein to the contrary notwithstanding, it is agreed that said percentage rental, if any, shall be based only upon the sale of merchandise in said leased premises in the ordinary course of business and shall not apply to any one bulk sale or transfer of the entire stock of merchandise of Tenant in said leased premises or of any one single transfer of the merchandise and business of Tenant located and conducted in said leased premises.

Bolonkin's, Inc.
By (Signature)
Deputy State
Att

It is expressly agreed and understood that the fixed rental as referred to above, shall begin and be due and payable on the date Landlord tenders possession of the premises to Tenant which date shall be April 1, 1949 or within three months thereafter as above set forth, and it is expressly understood that the construction of the extension or addition to the building now located on the premises as referred to above shall in no way affect said fixed rental payment. The fixed rental payment shall be due and payable when possession is tendered by the Landlord, which date may be before the completion of said extension or addition and after the completion of said extension or addition, the fixed rental shall remain the same as hereinabove stated. If the extension or addition is not completed when the Landlord tenders possession of the premises to the Tenant, the Landlord