

per cent (5%) of the gross restaurant sales, whichever shall be greater. The rent for the premises for the first ten (10) year renewal period will be the sum of Fifteen Thousand Dollars (\$15,000.00) per year or five per cent (5%) of the gross restaurant sales, whichever shall be greater. The rent for the premises for the second and subsequent renewal periods shall be Eighteen Thousand Dollars (\$18,000.00) per year, or five per cent (5%) of the gross restaurant sales, whichever shall be greater.

W.P.M.
In the event a bar is lawfully maintained upon the premises, there shall be due in addition to the rent specified in the preceding paragraph, an additional rent in the amount of Two Per Cent (2%) of the gross bar sales.

W.P.M.
The rent for each year shall be payable in twelve (12) equal monthly installments, which installments shall be due on the first day of each month, in advance. With respect to the rent due by reason of the restaurant sales, the parties will adopt, for the purpose of computing and accounting for such rent, the fiscal year of the restaurant operations. If five per cent (5%) of the restaurant sales shall be greater than the regular rent payable in any fiscal year of the person or corporation operating said restaurant, then the difference between the rent already paid for such year in monthly installments and the rent due (computed on the basis of five per cent (5%) of the gross restaurant sales for such period) shall be paid within ninety (90) days following the end of such fiscal year. The additional rent due with respect to gross bar sales, if any, shall be computed and paid within ninety (90) days following the end of the fiscal year of the bar operation.

The gross restaurant sales, as used herein, shall be construed and calculated as follows:

1. The aggregate amount of all sales in and through the restaurant made upon the demised premises.

(Continued on next page)