

to be held and enjoyed by the said Cable Carriers, Inc., for its own use and behoof to the full end of the term for which said Letters Patent are granted or to the full end of the term of any improvement patents and additions to the equipment covered by the said United States Letters Patent as fully and entirely as the same would have been held by me had this assignment and sale not been made.

The aforesaid notes and annual installment payments are to be secured by a mortgage over the aforesaid Letters Patent.

The schedule of the above yearly payments shall be as follows:

The first Fifteen Thousand and No/100 (\$15,000.00) Dollar yearly minimum payment will be due and payable one year from the date of this assignment and the other installments on the same date in each succeeding year until the full purchase price shall have been paid. At the end of each calendar year, the aggregate gross sales for such year shall be determined by Cable Carriers, Inc. and if two and one-half percent (2 1/2%) of such sales shall exceed the sum of Fifteen Thousand and No/100 (\$15,000.00) Dollars for such year, the excess over and above the said Fifteen Thousand and No/100 (\$15,000.00) Dollars shall become due and payable on the date of the aforesaid installment payments and simultaneously therewith. Failure to make any yearly payment when due shall render all subsequent yearly payments immediately due and payable in the said minimum amounts.

Cable Carriers, Inc., shall furnish to Don Zebley, his heirs, administrators, executors or assigns, or his or their agents, a certified copy of its Corporate Annual Audit, including a statement summarizing all sales for such year on any and all apparatus and related equipment produced and sold under the aforesaid United States Letters Patent, improvement patents and additions, and upon request of Don Zebley or his agent, shall have the right, not oftener than semi-annually, to examine the books of the Corporation to determine

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