

The term "gross sales" shall include the sale of all goods, ware and merchandise and/or the performance of any service for any customer or party for compensation by sub-lessees, on a cash or charge basis, paid or unpaid, collected or uncollected, providing however, that income from cigarette vending machines and delivery charges shall be included in determining the gross sales. The sale of food and drink items or other merchandise from vending machines, as will be used by sub-lessees, shall be included in gross sales. Excluded from gross sales shall be the amount of any federal, state, county or city sales taxes, excise taxes, cigarette or tobacco taxes, or other taxes of a like nature which may now or hereafter be imposed upon or required to be paid by sub-lessees as against its sales on the premises. Also excluded from gross sales shall be cash received as payment in credit transactions where the extension of credit itself has already been included in gross sales.

OK
 209
 ATJ
 [Signature]

NOT
 1

1-B. Should evidence unsatisfactory to the Lessor be submitted, then the Lessor has the right to have his auditor, agent or anyone he designates, to check and audit such books for the previous six month period to determine that the gross sales have been figured accurately or that the necessary sales tax return for that period is proper and correct. Lessee agrees to turn over to Lessor or its agent all records, etc., for proper audit.

1-C. This lease to be valid, after proper execution by Lessor and Lessee, upon the payment of three month's rental of the first year's minimum rental of \$350.00 per month to apply on the last three months of the first year of the first five year period or payment for the 10th, 11th and 12th months of the first year of this lease. The amount of said binder to be \$1,050.00 cash, total. The last three months of the first year of the first sixty month period is hereby paid in advance and no further minimum rental will be paid by Lessee for those three months, however, the 2.5% of gross sales will prevail at all times.

CONSTRUCTION OF IMPROVEMENTS

2. Lessee agrees to construct at its sole cost and expense, and as part of the consideration for this lease, improvements to include a building, driveways,

Lesse^e [Signature]
 Lessor [Signature]
 Lessor [Signature]