

Addendum

The following provisions are added to and shall become a part of the attached lease from James H. Taylor, Douglas O. Taylor and William T. Taylor to Cedric's, Incorporated:

It is expressly agreed that the monthly rent, as specified in Paragraph four, for the primary term of this Lease (as well as the option period) shall be a guaranteed minimum monthly rent. In addition to the payment of the minimum monthly rent, Tenant shall pay to Landowner annually in the manner, upon the conditions, and at the times hereinafter set forth, during the lease term and any extensions thereof (including any period under which Tenant shall hold over after the termination of the lease term), additional rent in an amount equal to Five (5%) percent of the annual gross sales, ~~as hereinafter defined~~ that exceeds \$250,000 from all business conducted on the leased premises by or under Tenant during the term of this lease, ~~less the aggregate of the guaranteed minimum monthly rents paid for the period~~. The term "annual," as used in this Paragraph, shall be deemed to mean each twelve (12) months of the lease term.

JHT
D.O.T.
W.T.T.
net

The term "gross sales" as used herein, shall (subject to the exceptions and authorized deductions herein set forth) mean the gross amount received for everything sold upon or from the leased premises, either for cash or credit, with the full amount of credit sales being reported as gross sales in the month in which said credit sales are made, excluding however, (a) the amount of sales or excise taxes collected from customers, (b) receipts from the sales of meals to employees of the restaurant on the leased premises, sold to them in the course of their employment, (c) any service charge made, collected and turned over to employees in lieu of such employees receiving tips or gratuities from patrons, and (d) the proceeds of the sale of any franchise to operate the business on the leased premises, (e) all fees, charges or rentals charged to or received from any such franchisee, (f) the proceeds of the sale of any of Tenant's trade fixtures or store equipment used on the leased premises, (g) bulk and/or inter-company transfers of food and/or inventory, (h) commissions, location rental and fees from coin operated machines.

initial of parties

JHT
D.O.T.
W.T.T.
net

1045 979

4328 RV-21