

~~ordinary business hours. Tenant shall also submit to Landlord on or~~
 before the thirtieth (30th) day following the end of each lease year
 at the place then fixed for the payment of rent, a complete audited
 statement made and certified by a duly authorized officer of Tenant,
 showing accurately in reasonable detail the amount of gross sales
 made by Tenant, and its sublessees, concessionaires, or licensees,
 if any, upon and within the premises during the preceding lease year
 or fractional lease year if any, and shall submit on or before the
 thirtieth (30th) day following the expiration or termination of the
 term a like statement covering the preceding lease year, or fractional
 lease year, if any. The receipt by Landlord of any statement or any
 payment of percentage rent for any period or the failure of Landlord
 to make an audit for said period shall not bind Landlord as to the
 correctness of the statement or the payment, nor bar Landlord from
 collecting at any time thereafter the correct percentage rent due
 for said period. If any audit by Landlord or its agents of Tenant's
 records shall reveal a deficiency in any payment of percentage rent,
 Tenant shall forthwith pay to Landlord the amount of the deficiency
 together with interest at the rate of six (6%) percent per annum from
~~the date when said payment should have been made.~~

J.P.

THREE. NO JOINT VENTURE. It is agreed that nothing contained
 in this lease shall be deemed or construed as creating a partnership
 or joint venture between Landlord and Tenant, or between Landlord
 and any other party, or cause Landlord to be responsible in any way
 for the debts or obligations of Tenant, or any other party.

FOUR. DEFINITION LEASE YEAR. The first "lease year" shall
 mean the period beginning on the Commencement Date and expiring on
 the last day of the twelfth full calendar month thereafter. Any
 subsequent "lease year" shall mean a period of twelve (12) calendar
 months commencing on the first day of the month following the
 expiration of the first "lease year" or any anniversary thereof.

FIVE. USE OF THE PREMISES. Tenant shall comply with all

0770

4328 RV-2

MW