

b) In addition to the above minimum rent the tenant is to pay two (2%) per cent of all gross sales exceeding Fifty Thousand (\$50,000.00) Dollars per annum, payable quarterly. The amount is to be pro-rated and payable quarterly on the first day of April, July, October, and January of each year after the rent commences, and the owner is to have free access to all books and records for the purpose of having them audited in order to determine the amount of such gross sales. Payment of any percentage due under this clause of the contract is to be paid immediately.

Upon default in making any payment for a period of Ten (10) days, the owner may demand payment of the entire balance which shall then become due and payable and at his option declare the lease ended and terminated.

The owner further agrees as follows:

He will erect a building on the premises, the same to be placed as has been agreed upon by the parties. The building to be in accordance with the plans and specification drawn by W. E. and P. M. Smith of Spartanburg, S. C., for Beacon Drive-In restaurant of Greenville, S. C., a copy of the plans having been adopted by the parties hereto and initialed by them; however, subject to the following limitations and conditions:

The owner is to spend up to \$13,500 for the purpose of erecting said building and surface treating and grading the lots above described. After the owner has expended the sum of said \$13,500 the tenant is to bear such additional expense as may be necessary to complete the building and level and pave the lots.

In erecting the building, the owner is not to bear the expense of putting in tile flooring in three restrooms, exclusive of coat closets and employees' restrooms; he is not to furnish hot water heaters, shelving, equipment, fans, screens, electric fixtures, or counters.

The tenant agrees that he is to maintain the building, the roof and the yards, and that he will carry such liability insurance