- 1. Tenant shall have the option to renew this agreement upon expiration of the primary term for an additional four five-year periods to run consecutively, all terms and conditions to remain the same with the exception of the rental, which shall be negotiated upon the exercising of each renewal period.
- 2. For the first two years (24 months) rental shall be calculated as follows: Tenant agrees to pay, as stated on Page 1 of this agreement, a minimum monthly rental of \$500.00, which shall be applied against 5 per cent of gross sales made in the restaurant, 2 per cent of all other gross revenue excluding the sale of aircraft, and 50 per cent of all ramp services rendered. However, in no event shall the rental be less than \$500.00 per month. Tenant will furnish to Landlord a statement of sales from restaurant and other gross revenue each month covering the above items together with any overage rental due.
- 3. Beginning October 1, 1965, Tenant agrees to pay a guaranteed annual rental of \$12,000.00 payable at the rate of \$1,000.00 per month in advance, and in addition to the guaranteed rentals stated above, 50 per cent of the gross revenue derived from the tie-down of aircraft, for the period through September 30, 1973. This additional rental will be paid in arrears each month together with the guaranteed rental, which will be paid in advance, together with a statement showing the amount due to the Landlord.
- 4. The lease agreement to cover only the terminal building with the exception of the tower, the manager's office, and it will be further understood and agreed that the conference room will be used jointly by the Landlord and the Tenant, plus a certain area for parking as shown on the attached plat.
- 5. The Tenant will agree to purchase the oil which is in the storage tanks at this time and provide his own utilities, such as water, electricity, etc.
- 6. Concerning the air conditioning and heating equipment, the Landlord will request that the Tenant have a service contract with a reputable air conditioning and heating service firm to attend to the preventative maintenance of the equipment, and, furthermore, that the Tenant will bear the expense of any repairs to the equipment except those of a major nature or in excess of \$200.00. Should the repair or replacement be of a major kind that is in excess of \$200.00 during the first five-year period of the lease, the Tenant agrees to pay the \$200.00 plus one-third of the excess, and the Airport Commission will pay two-thirds. During the last five years of the lease, the Airport Commission agrees to bear the expense of all major repairs as defined above.
- 7. Tenant to have the right to sub-let to others in the building subject to the approval of the Landlord. This approval will not be unreasonably withheld.
- 8. In the event Landlord is not satisfied with the statements of gross sales and revenue as submitted by Tenant and its sub-tenants, then and in that event Landlord shall have the right to have its auditors make a special audit of Tenant's and its sub-tenants' books and records pertaining to sales and revenue received in connection with, the premises leased herein. If such statements together are found to be incorrect to an extent of more than three per cent over the figures submitted by Tenant and its sub-tenants, Tenant shall pay for such special audit, and if such audit proves Tenant's and subtenants' statements to be correct or together to vary not more than three per cent from the results of the special audit, the expense of such audit shall be borne by Landlord. Landlord's right to examine Tenant's and its subtenants' books and records, as hereinbefore set forth, or to make an audit thereof in respect to the period covered by any annual statement of gross sales and revenue shall be available to Landlord only for a period of twentyfour months after the statement for such period shall have been furnished to Landlord. Tenant shall promptly pay to Landlord any deficiency or Landlord shall promptly refund to Tenant any overpayment, as the case may be, which is established by such an audit.
 (CONTINUED ON NEXT PAGE)