

I.

RENT

The Lessee covenants and agrees to pay unto the Lessor as rental for the leased property, the greater of the following sum, or sums, of money: (a) a minimum base rental in the sum of \$400.00 per month, or (b) such sum, or sums, equal to five (5%) per cent of the gross monthly sales made by the Lessee from the business of the preceding month, the said sum of \$400.00, to be due and payable in advance on the first day of each calendar month beginning January 1, 1964, and the overplus, if any, to be due by the 15th day of the next succeeding month.

II.

LESSEE COVENANTS

As a part of the consideration for this Lease, the Lessee does hereby covenant and agree as follows:

(a) The Lessee shall cause to be kept due and adequate records showing all gross monthly sales made from the leased business, and shall monthly on or before the fifteenth day of February, 1964, and within fifteen (15) days of each and every month thereafter, deliver to the Lessor a sworn statement showing in accordance with accepted accounting practice all items of gross sales made in the business during the preceding month. The Lessor, or its duly appointed agent or agents, shall have the right to inspect the Lessee's records with reference to said gross sales at any time within thirty (30) days from the receipt of the Lessee's monthly statement. The Lessor, for the purposes of exhibition and public promotion of its machinery and products under the name "Barbecue King", desires to have the right to enter upon the leased premises with its employees, agents, customers and guests, therefore, as a part of the consideration for this Lease, the Lessee shall permit the Lessor, or any of its agents, employees, customers and guests to enter upon the premises at all reasonable times and to inspect all parts and machinery situate thereon.

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