

- (c) Operating Expenses shall consist of Repairs to Equipment and Personal Property Taxes on the gasoline equipment only. All other expenses such as advertising, etc. incurred or related to the sale of gasoline shall be paid by the party of the second part, unless otherwise agreed upon in writing by the party of the first part.
- (d) The Net Profit for distribution between the parties hereto shall represent the Total Gasoline Sales, arrived at as set forth above, less: The Cost of Gasoline Sold and Operating Expenses as set forth above.

7. The Net Profit from the sale of gasoline shall be determined and distributed to the parties hereto, not later than ten (10) days from the end of each month on the following basis.

DISTRIBUTION OF PROFIT

The first five hundred dollars, (\$500.00) of Net Profit shall be divided equally between the parties hereto. Net Profit in excess of five hundred dollars, (\$500.00) per month shall be retained by the party of the first part until the total cost of the gasoline dispensing equipment, including installation and financing has been paid in full. The party of the second part shall be furnished true copies of all invoices or other documents covering the above costs.

After the costs of equipment have been paid in full all of the Net Profit from the sale of gasoline shall be divided and distributed equally between the parties hereto. *and each party shall own one-half interest in the equipment.*

8. An account in the name of the party of the first part shall be opened in the most convenient local bank and the party of the second part shall make daily deposits to this account covering and equal to the previous days gasoline sales as determined by the gasoline pump computer readings, and shall forward a copy of the depository receipt, (deposit ticket), to the party of the first part at the address to be designated by it, on the date of deposit.

9. Upon termination of this contract, for any reason, the party of the first part shall have the right to remove the gasoline dispensing equipment, or the party of the first part may abandon all or any part thereof. If the party of the first part removes the underground tanks, the property shall be returned to its condition prior to installation of said equipment.

10. The party of the first part's brand name is Hyrocket. The brand name shall be maintained on all gasoline pumps and facilities. Advertising material, if loaned by the party of the first part, shall be used solely for the sale of its products on the premises, shall remain its property and be returned upon termination of this contract. All advertising, including color schemes, of its products shall be subject to the party of the first part's approval.

11. The party of the first part shall not be liable for loss or damage due to delays or defaults in performance when the supplies or the facilities of production, manufacture, transportation, distribution or delivery contemplated by it are interrupted or unavailable by reason of any requirement or request of any governmental authority or person purporting