

each month the sum of Two Hundred Fifty (\$250.00) Dollars, and shall also give to the Lessors at the same time a statement showing gross sales for the preceeding month and gross aggregate sales for the year. When the gross aggregate sales amount to Fifty Thousand (\$50,000.00) Dollars, per year, Lessees shall pay in addition to said sum of Two Hundred Fifty (\$250.00) Dollars, per month, five (5%) per cent of all sales. The term "Gross Sales", shall include the aggregate gross amount of all sales and also business conducted directly, or indirectly, by Lessees in, upon or from the premises herein leased, whether at wholesale or retail, or cash or credit. The Lessors shall have the right to examine or cause to be examined, at the expense of the Lessors all books and records of the Lessee, including sales, checks and all other records of all and reasonable times. The Lessees covenant and agree that they will keep a full and complete and accurate record of all sales made during the term of this lease. Rent shall start on May 1, 1955.

4. That the Lessees do hereby covenant and agree that they will use said premises for the conducting thereon of their business of operating a drive-in restaurant. That they will not use the demised premises for any unlawful or objectionable business that may constitute a nuisance or injure the value of the property. The Lessees further agree that they will not without the prior written consent of the Lessors, sell, assigns, mortgage, pledge or otherwise dispose of this lease or sublet the premises as a whole or in part, or use or occupy the same for any purpose other than the aforementioned and that they will not do nor permit to be done on said premises anything which may render void or voidable any policy for the insurance of said premises against fire or which may render any increased or extra premium payable for such insurance.

5. Should the building on said lot be destroyed or said lot be destroyed or so damaged by fire or other casualty as to be unfit for occupation and use and the