

aggregate gross sales in and from said leased premises, together with Tenant's aggregate gross sales in and from the adjoining premises known as the Davenport property and the other Cauble property for that lease year exceed Six Hundred Ten Thousand (\$610,000.00) Dollars per year, and if the same exceed Six Hundred Ten Thousand (\$610,000.00) Dollars per year, then said percentage rental at the rate above set forth shall be computed only on the amount of Tenant's gross sales in and from the leased premises and the adjoining Davenport property and the adjoining other Cauble property in excess of Six Hundred Ten Thousand (\$610,000.00) Dollars per year.

In the event the term of this lease shall begin or end at a time other than the end of the lease year, the aggregate gross sales done in the leased premises and the adjoining Davenport property and the adjoining other Cauble property shall be prorated accordingly for the purpose of calculating whether or not there is any percentage rental due for such portion of said lease year.

The Tenant agrees that within sixty days after the end of each lease year, it will deliver to the Landlord a written statement, verified and certified to be true, accurate and complete by one of its officers, showing therein the total amount of the gross sales from the leased premises and from the adjoining Davenport property and from the adjoining other Cauble property also to be occupied by the Tenant, during the preceding year, and to pay to the Landlord the aforesaid percentage rental, if any, for the preceding lease year as above set forth.

The Tenant further agrees that it will keep a true and accurate separate account of the daily gross sales made by it from the leased premises and from the adjoining Davenport property and from the adjoining other Cauble property, and agrees to deliver to the Landlord at the time of each annual payment of percentage rental, if any, a statement of such gross sales from said leased premises and the adjoining Davenport property and the adjoining other Cauble property for the period covered by such payment. In the event that no payment of percentage rental is due by the Tenant to the Landlord