

(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 Lessees from the business for the preceding month, the greater of said sum, or sums, to be due and payable in advance on the first day of each calendar month beginning June 1, 1959.

In addition to the aforesaid rent, to be pro-rated to the first day of June, 1959, the Lessees covenant and agree to pay unto the Lessor in cash at the date of execution of this Lease, such sum, or sums, as shall be equal in value to an inventory of the foods and related products on hand in the business at the date hereof, said inventory to be taken and agreed upon by the Lessor and Lessees.

II.

LESSEES' COVENANTS

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

(a) The Lessees 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 first day of July, 1959, and within thirty (30) days 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 Lessees' records with reference to said gross sales at any time within thirty (30) days from the receipt of the Lessees' 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 Lessees 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.

(b) The Lessees shall indemnify, hold free and harmless the Lessor from any judgments from any persons resulting from damages arising by virtue of personal injuries or property damages in connection with the use and maintenance of the premises, and shall procure and carry at all times at their own cost and expense a public liability policy, or policies, of insurance,