

2. All other business done in or through the restaurant upon the demised premises according to standard use and accepted accounting practices are gross sales of the restaurant excepting the following:

- a. The sales price of returned merchandise.
- b. Sales and/or exchanges made to or with other stores operated and conducted by Little.
- c. Receipts from telephones, cigarette machines, music boxes and all other vending type machines, excepting those vending food products.
- d. The amount of any federal, state or local sales or food taxes now or hereafter levied, assessed or imposed.

*W.R. Little*

Little, with respect to business done on the above described premises, shall keep at his office true and accurate records and accounts which shall show all sales made and all gross receipts from the restaurant business upon and within the demised premises. Little covenants that accurate cash registers will be installed and kept, or caused to be installed and kept, by Little, within the demised premises which shall show and record each and every sale made upon and within the demised premises. Such registers shall show the total of the daily sales of all business done upon and within the demised premises by Little. Such books and accounts of the restaurant shall be available to Moore or a qualified accountant representing Moore, and may be inspected at reasonable times after notification to Little. Little shall furnish Moore a statement of the gross sales of the restaurant annually within thirty (30) days after close of the fiscal year. If Moore desires to audit Little's records for any fiscal year of the restaurant, Moore shall notify Little and proceed with such audit within six (6) months after the end of the fiscal year in question. Should Moore fail to exercise the right to audit the records of Little within six (6) months after the end of any fiscal year, then in that event Moore shall have no further right to audit and inspect the records of Little for such fiscal year and Little's statement of yearly gross sales shall be final and binding upon Moore.

Any such audit or examination made by Moore shall be at Moore's expense.

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