

restaurants and lounges; and the Tenant is hereby granted and shall have the right to offer for sale and sell in the Golden Eagle Motor Inn restaurant foods, beer, wine and other alcoholic beverages, on or from the leased premises.

2. The Tenant shall pay to the Landlord as rental the sum of 5% of the gross income, per month before the 10th day of each month, except that the minimum rent shall be \$500.00 (Five Hundred Dollars) per month, beginning September 1, 1974 and continuing through the last month, or portion thereof, of the lease term.

The RENT payable hereunder by Tenant is to be based in part upon a computation of a percentage of the gross amount of sales of the business conducted at or from said premises. The term "GROSS AMOUNT OF SALES" as used herein is hereby defined to mean and shall be the total amount of the dollar value of all sales of merchandise and services and all revenues of every kind and character derived from, arising out of, or payable on account of the business and all business transactions conducted at or from the premises by or for the account of Tenant, both for cash and on credit, including all orders for merchandise or services taken or sold at or from said premises and filled or delivered from any other place or location. The amount of the dollar value of bona fide refunds or credit granted for return of merchandise shall be charged as a credit in reduction of the GROSS AMOUNT OF SALES for the period within which such refunds or credits for return of merchandise shall have been made.

Tenant, during the term of this lease, shall maintain and keep or cause to be maintained and kept, at said premises a full, complete and accurate permanent record and account of all sales of merchandise and services and all sums of money paid or payable for or on account of or arising out of the business and

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