

charges or fees for services therein less credits or refunds made to purchasers for returned merchandise but shall not include credits for loss or damage to merchandise in transit or credits accruing from the transfer of merchandise to other stores owned by lessee nor the proceeds of any sales tax (the term "sales tax" including any gross income tax, gross receipts tax or any other tax, regardless of designation, which is imposed on gross sales) if said tax is or must be assumed or paid by the Lessee to the extent that such taxes have been included in the sales price.

The Lessee covenants and agrees that at all times during the life hereof it will cause to be kept adequate records in accordance with sound accounting practice of all sales made on the demised premises and will on the 10th day of September 1953, and on the 10th day of each month thereafter during the term of this lease mail or deliver to the Lessors a statement sworn to by a public accountant showing the sales, computed in accordance with the terms hereof, made upon the demised premises during the preceding month and accompanied by a check covering any additional rental due under the terms hereof. The Lessors, or their duly designated representative may inspect any of the Lessee's records at reasonable times following receipt of the statement with reference thereto for the purpose of verifying the same, and the Lessors shall also have the right to inspect the annual final United States Income Tax Return filed by the Lessee.

The Lessee agrees that it will use the above described property for the operation therein and thereon of a drive-in restaurant and for no other purpose.

The Lessors agree that they will make at their own expense on or before August 1, 1953 the improvements and repairs to the building on this property shown by the specifications