

Thirty-six thousand five hundred (\$36,500.00) Dollars by giving the Lessor thirty days written notice prior thereto, and provided the purchase price is paid on or before February 28th, 1965. In the event the Lessees exercise said option to purchase, the Lessor, upon payment to him of the purchase price of \$36,500.00 agrees to give the Lessees a good general warranty deed to said property conveying a fee simple title free and clear of liens and encumbrances subject only to any recorded rights of way.

5. It is understood by and between the parties that the Lessees have the right and privilege to clear the leased premises of existing buildings and will erect at their own cost and expense a building thereon to be used by them as a drive-in restaurant. Lessees agree to maintain said building in a good state of repairs during the term of this lease. Lessees further agree to insure said building to be erected against loss by fire or windstorm in an amount sufficient to cover the cost of construction and keep the same insured during the term of this lease and to make the Lessor co-beneficiary in said policy as his interest may appear.

6. As part of the consideration for this lease, the Lessees agree that they will not sell or permit to be sold on said leased premises, any whiskey, beer or other beverages of alcoholic content and will not permit any activity on said leased premises which might be a nuisance to the neighborhood.

7. It is further agreed by and between the parties that the Lessees shall pay the taxes on the land and on the building and all assessments that may be levied for the operation of their business during the term or any renewal of this lease.

8. At the termination of this lease, the building to be erected thereon by the Lessees shall become the property of the Lessor but the Lessees shall have the right to remove all fixtures and equipment including the heating and air-conditioning units, outside metal awnings, and the outdoor sign, provided the removal of said equipment does not damage the building. This lease shall

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