

thereof, should the Lessor desire to sell the property being leased to Lessee, and, should the Lessee not desire to purchase that property, then the Lessor may terminate this lease upon the sale of such property, provided however, that the Lessor shall pay to the Lessee as liquidated damages all money spent by the Lessee for the improvements upon the leased premises. Such improvements shall include preparation of the site by excavation and paving, among other things, preparation and installation of utilities including sewage and water, and such other reasonable improvements for the operation and maintenance of Lessee's business.

Should the Lessee terminate this lease as is provided above or should the Lessor terminate this lease as provided above, then the Lessee shall dismantle and remove all buildings or other structures that he has constructed upon the premises at his cost.

VI. WARRANTY OF TITLE:

The Lessor represents that she owns the leased premises in fee simple and that the property is free from liens or encumbrances.

VII. USE:

The Lessee may use the leased premises for the purpose of operating a fast food service restaurant provided however, that no alcoholic beverages may be sold therein, and such business may operate for no other purpose. The name of said business shall be Mike's Snack Bar and said premises shall not be subleased without the consent of the Lessor.

VIII. IMPROVEMENTS:

The Lessee shall construct at his own expense all improvements upon the business premises.

11/11
MFB

0 11 6 7

4328 RV.2