

2. IMPROVEMENTS: Landowner covenants and agrees to erect, or cause to be erected on the leased premises, improvements in accordance with the plans and specifications prepared by or under the supervision of the Tenant and approved by the Landowner, and Landowner covenants and agrees to pay the costs of erecting said restaurant and making improvements on lot surrounding same.

It is agreed that the hereinafter stated rental is based upon an estimated "Cost for the Construction" of the building and other improvements on said premises of Seventy-Five Thousand and No/100 (\$75,000.00) Dollars "Cost Estimate" and therefore, if such "Cost of Construction" exceeds or is less than the "Cost Estimate", the monthly rental rate shall be increased, or decreased as the case may be, by an amount equal to ~~twelve (12%)~~ ^{one 1% or 19% (12%)} per cent of such difference. Should the "Cost of Construction", as shown by the bid received from a contractor approved by Tenant, exceed Seventy-Five Thousand and No/100 (\$75,000.00) Dollars then, at Tenant's option, this Lease Agreement shall be cancelled and Landlord shall be reimbursed by Tenant for its reasonable costs expended in obtaining the bids. For the purposes hereof, the term "Cost of Construction" shall mean all costs and expenses incurred in connection with the construction of the buildings and other improvements situated on the leased premises, including the cost of utility connections, driveways, curb cuts, parking area, mechanical and electrical facilities, and costs of labor and materials (and subcontracts therefore) for the construction of the buildings and other improvements, job supervision, architect and engineering fees, license permit fees, clearing, grading, and sowing of adjacent property, and other costs and expenses relating thereto. It is understood and agreed that only such costs and expenses as are reasonable shall be included within the cost of construction for purposes hereof.

3. WARRANTY ON UTILITIES AND SIGN ERECTION: Landowner covenants and warrants that there are no restrictions, governmental or otherwise, which would prohibit the supplying of all utilities to the demised premises, and that any costs in the installation of utility lines, either above or below ground, to the demised premises shall be paid by Landowner; and Landowner further covenants and agrees that there are no restrictions,

JESSE L. JAY ATTORNEY AT LAW COLUMBIA, MO.

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