

6. Lessor is to install such equipment, fixtures, furniture, furnishings, signs or other properties and is to make such changes in architectural design of the building as Mr. McBride in descretion may deem necessary or desirable for the operation of Business. Any equipment, furniture, furnishings, signs or other properties of Mr. McBride placed in or upon or fixed or attached to Business shall remain the property of Mr. McBride and Mr. McBride shall have the right to remove same upon termination of this agreement. Any existing fixtures, equipment, furniture, furnishings, signs or other properties owned by Lessor and removed by Lessee from the Business shall be stored in a safe place by Lessee during the term of this agreement, it shall remain the property of Lounge until termination of this agreement and purchase of the business as provided in that certain purchase-sell agreement between Lessor and Lessee to be executed in connection herewith.

7. All income from operations shall be the sole property of Lessee and all expenses shall be paid by Lessee, provided however; it is understood and agreed by and between the parties hereto, that all business and liquor licenses and all utilities shall remain in the name of Executive Lounge.

8. Lessee shall at its own expense maintain and keep in good repair the interior and exterior of Business including the parking area, driveways and sidewalks. Lessee at its expense and for the respective interest of himself and Lessor shall keep the building and improvements which are part of Business insured against loss and damage by fire and hazard including in the standard extended coverage in an amount not less than insurable value and in any event not less than Fifty Thousand Dollars (\$50,000).

9. Lessee at its expense and for the respective interest of himself and Lessor shall provide and keep enforced general liability insurance in which Lounge shall be named as an additional insured with the maximum limits of liability with respect to bodily injury or death of One Hundred Thousand Dollars (\$100,000), for each person, Three Hundred Thousand Dollars (\$300,000), for each occurrence, property damage of Twenty-five Thousand Dollars (\$25,000).

10. If the building or other improvements which are part of Business are substantially damaged by fire, the elements or any other cause or should any substantial portion of Business be taken by eminent domain, or should the lease agreement between Lessor and Bruce C. Gibson and Thomas H. Smart be terminated for any reason whatsoever, then and in any event Lessor at its own option may terminate this agreement by giving written notice to Lessee within thirty (30) days following the date of such damage, such taking or such termination.

11. Nothing herein contained shall constitute a joint venture or partnership between Lessee and Lessor but shall be construed as a delegation by Lessor to Lessee of managerial and supervisory responsibilities.

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