

option, he shall notify the First Party of that fact not later than eleven months from the date of this agreement and within 30 days thereafter the Second Party shall pay to the First Party the purchase price as calculated as follows: From the gross purchase price of \$2750.00, there shall be deducted the amount of \$1200.00 which amount will have been paid the First Party by the Second Party under Paragraph 2 hereof which will leave a balance owing on the purchase price of One Thousand Five Hundred-Fifty and no/100 (\$1550.00); upon the payment of said \$1550.00 by the Second Party to the First Party within the time prescribed, title to the furniture, fixtures and equipment listed in the attached Schedule, plus good will, shall pass to the Second Party and this contract shall constitute the Bill of Sale therefor. In the event the Second Party does not exercise this option, the \$1200.00 paid under Paragraph 2 hereof shall be for the rental of the equipment as set forth in that Paragraph. In the event the Second Party does not exercise this option, the lease shall terminate one year from date, the Second Party shall reassign the lease between the First Party and C. H. Chreitzberg to the First Party and after said reassignment of lease the First Party shall be responsible for the payment of the rent provided therein and the Second Party shall have no further liability thereabout. It is further understood and agreed by the parties hereto that if the Second Party does not exercise this option he shall, upon the expiration of one year from date, surrender up possession of the premises, furniture, fixtures and equipment to the First Party in the same condition as received, reasonable wear and tear excepted.

5) The inventory of sandwiches, ice cream, etc., on hand at Horton's Drive In No. 2, as of the date of this agreement shall not be considered as a part of this agreement.

6) The electrical bill has been paid up to the date of this agreement and thereafter shall be paid by the Second Party for the term of this agreement. Other utility bills shall be pro-rated between the parties as of the date of this