

parking over and across that property surrounding said 0.79 acre tract.

2. Landlord hereby warrants that he has no knowledge of any applicable zoning laws and ordinances, any presently existing defect of title, easement, right of way, covenant, encumbrance, restriction, or mortgage that prohibit the use of a restaurant on the leased premises.

3. Landlord hereby warrants that Landlord and no other person or corporation has the right to lease the premises hereby demised. Tenant shall have peaceful and quiet use and possession of the leased premises, and Landlord shall warrant and defend Tenant in such peaceful and quiet use and possession against the claims of all persons, including those claiming by, through or under Landlord.

4. In the event Landlord defaults in any of the terms, conditions or provisions of any mortgage or other financing agreement prior to the termination of this lease or any renewal thereof, and such default results in liability to Tenant or in damage or out-of-pocket expenses for Tenant, such as the cost of vacating said premises, then Landlord hereby agrees to hold Tenant harmless and indemnify Tenant from any and all such liabilities and/or out-of-pocket expenses directly attributable to the default of Landlord.

ARTICLE II TERM

1. The initial term of this lease shall be five (5) years, beginning on the commencement date (defined in paragraph 2 of this article) and ending at 12 o'clock noon on a date five (5) years thereafter, unless sooner terminated by the Landlord as herein provided.

2. The commencement date shall be 6:00 a.m. on August 27, 1984.

3. The Tenant shall have an option to extend this lease, upon the same terms and conditions, for an additional period of Five (5) years, such option to be exercised in writing by the Tenant not later than Sixty (60) days prior to the expiration of the original term. The rent for the second Five (5) year term is set forth in Article III below.

4. Should the Tenant hold over and remain in possession of the Premises after the expiration of this Lease without the Landlord's consent, it shall not be deemed or construed to be a renewal or extension of this Lease but shall only operate to create a month-to-month tenancy which may be terminated by either party at the end of any month upon 30 days' prior written notice to the Tenant.

ARTICLE III RENT

1. The Tenant shall pay to the Landlord in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public

RECEIVED

7328 RVZ