THE IOWA STATE BAR ASSOCIATION
Official Form No. 165

ISBA: 53 Michael A. Bowman
Shimanek, Shimanek & Bowman

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

LEASE-BUSINESS PROPERTY - SHORT FORM

THIS AGREEMENT, made and entered into this 1st day of NOVEMBER, 19 95, by and between Citizens State Bank,
("Landlord"), whose address, for the purpose of this lease, is:
P.O. Box 10,
(Street and Number)
Hopkinton (City) IA (State) 52237 (Zip Code),
and Elizabeth J. Wilson
("Tenant"), whose address for the purpose of this lease is:

(Street and Number)
Hopkinton (City) IA (State) 52237 (Zip Code)

The parties agree as follows:

1. PREMISES AND TERM. Landlord leases to Tenant the following real estate, situated in Delaware County, Iowa:

Bette's Cafe building and premises

See Attached Legal Description

together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on the 1st day of December, 19 95, and ending on the 30th day of November, ~~19~~2000 upon the condition that Tenant performs as provided in this lease.

2. RENT. Tenant agrees to pay Landlord as rent $ 100.00 per ~~week~~ month, in advance commencing on the 4th day of December, 19 95 and on the 1st day of each ~~week~~ month thereafter, during the term of this lease. Rent for any partial ~~week~~ month shall be prorated as additional rent. ~~Xxxxxxxxxxxxxxxxx~~

Rent may be adjusted annually, but may not increase more then 5% annually.

All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing. Delinquent payments shall draw interest at 8 % per annum.

3. POSSESSION. Tenant shall be entitled to possession on the first day of the lease term, and shall yield possession to Landlord at the termination of this lease. SHOULD LANDLORD BE UNABLE TO GIVE POSSESSION ON SAID DATE, TENANT'S ONLY DAMAGES SHALL BE A PRO RATA ABATEMENT OF RENT.

4. USE. Tenant shall use the premises only for
restaurant

5. CARE AND MAINTENANCE. (a) Tenant takes the premises as is, except as herein provided.

(b) Landlord shall keep the following in good repair: (roof) (exterior walls) (foundation) (sewer) (plumbing) (heating) (wiring) (air conditioning) (plate glass) (windows and window glass) (parking area) (driveways) (sidewalks) (exterior decorating) (interior decorating)

except when the same area occasioned by the misuse or negligence of Tenant, its agents, employees or invitees. Landlord shall not be liable for failure to make any repairs or replacements unless Landlord fails to do so within a reasonable time after written notice from Tenant.

(c) Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable conditon, and except for the repairs and replacements provided to be made by Landlord in subparagraph (b) above, shall make all repairs, replacements and improvements to the premises, INCLUDING ALL CHANGES, ALTERATIONS OR ADDITIONS ORDERED BY ANY LAWFULLY CONSTITUTED GOVERNMENT AUTHORITY DIRECTLY RELATED TO TENANTS'S USE OF THE PREMISES. Tenant shall make no structural changes or alterations without the prior written consent of Landlord. Unless otherwise provided, and if the premises include the ground floor, Tenant agrees to remove all snow and ice and other obstructions from the sidewalk on or abutting the premises.

6. UTILITIES AND SERVICES. Tenant shall pay for all utilities and services which may be used on the premises, except the following to be furnished by Landlord:
None

Landlord shall not be liable for damages for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.

7. SURRENDER. Upon the termination fo this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond the term of this Lease and the acceptance of rent by Landlord shall constitute a month-to-month extension of this lease.

8. ASSIGNMENT AND SUBLETTING. No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.

FILE No. 176-1544
RECORDING FEE $ 21.00
TRANSFER FEE $

FILED FOR RECORD THE 30 DAY OF NOVEMBER, 19 95 AT 11:18
O'CLOCK A. M. BOOK 6 PAGE 33

STATE OF IOWA, DELAWARE COUNTY
DEBORAH L. PEYTON, Recorder
MISC. CM 31

9. PROPERTY INSURANCE. (a) Tenant will not do or omit the doing of any act which would invalidate any insurance, or increase the insurance rates in force on the premises.
(b) To the extent of all insurance collectible for damage to property, and to the extent permitted by their respective policies of fire and extended coverage insurance, each party hereby waives rights of subrogation against the other, regardless of fault.

10. INDEMNITY AND LIABILITY INSURANCE. Except for any negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant. Tenant will procure and maintain liability insurance in amounts not less than $ current for any person injured, $ current for any one accident, and with the limits of $ current for property damage, which names Landlord as an insured.

11. DAMAGE. In the event of damage to the premises, so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by notice of one party to the other within twenty _____ days after such notice; and both parties shall thereafter be released from all future obligations hereunder.

12. MECHANICS' LIENS. Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.

13. TERMINATION UPON DEFAULT OF TENANT. Upon default in payment of rent, abandonment of the premises, or upon any other default by Tenant of the terms of this lease, this lease may, at the option of Landlord, and without prejudice to any other rights or remedies afforded Landlord by law, be cancelled and forfeited; PROVIDED, HOWEVER, before any such cancellation and forfeiture, Landlord shall give Tenant notice specifying the default, or defaults, and stating that this Lease will be cancelled and forfeited ten _____ days after notice, unless such default or defaults are remedied within such period.

14. SIGNS. Landlord, during the last ninety _____ days of this lease, shall have the right to maintain on the premises either or both a "For Rent" or "For Sale" sign. Tenant will permit prospective tenants or buyers to enter and examine the premises.

15. NOTICES AND DEMANDS. All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.

16. PROVISIONS BINDING. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

17. ADDITIONAL PROVISIONS.

a. Each party hereby waives all claims for recovery from the other party for any damage or loss to any of its property insured under valid and collectable insurance policies to the extent of any recovery collectable under such insurance, subject to the limitation that this waiver shall apply only when permitted by the applicable policy of insurance.

b. Rent may not be increased by Landlord more than 5% annually during the term of this lease.

c. Landlord may not cancel lease. Tenant may cancel lease upon 30 days notice. This lease will survive Landlord's sale of property in all respects.

CITIZENS STATE BANK HOPKINTON, IOWA CORPORATE SEAL

Citizens State Bank
LANDLORD

BY: Keith A. Kramer
VICE-PRESIDENT
Keith A. Kramer

Elizabeth J. Wilson
TENANT Elizabeth J. Wilson

STATE OF IOWA, DELAWARE COUNTY, ss:

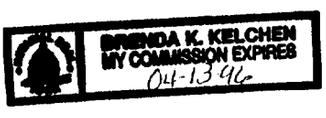
On this 22 day of November, A.D. 1995, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Keith Kramer, to me personally known, who being by me duly sworn, did say that he is the Vice President of the corporation executing the within and foregoing instrument, that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Vice President as officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.



Brenda K. Kelchen
Notary Public in and for said State

STATE OF IOWA, DELAWARE COUNTY, ss:

On this 22 day of November, A.D., 1995, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Elizabeth J. Wilson to me known to be the identical person named in and who executed the within and foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.



Brenda K. Kelchen
Notary Public in and for said State

THE DELAWARE COUNTY ABSTRACT COMPANY, INC., 304 E MAIN ST., MANCHESTER, IOWA 52057

CONTINUATION NO. 32660

DESCRIPTION OF [illegible]: That part of Lots One (1) and Two (2), Block Eleven (11), Carter's Addition to Hopkinton, Iowa, according to plat recorded in Book E L.D., Page 529, described as commencing at a point on the North line of said Lot One (1) twenty (20.0) feet East of the Northwest corner of said Lot One (1), and running thence in a Southerly direction parallel to the West line of said Lot One (1) a distance of one hundred six (106.0) feet, thence at right angles in a Westerly direction and parallel with the South line of said Lots One (1) and Two (2) a distance of forty three (43.0) feet to a point twenty three (23.0) feet West of the East line of said Lot Two (2), thence at right angles in a Southerly direction and parallel to the East line of said Lot Two (2) to a point thirty (30.0) feet North from the South line of said Lot Two (2), thence at right angles in an Easterly direction and parallel to the South line of said Lots Two (2) and One (1) a distance of twenty four (24.0) feet, thence at right angles in a Southerly direction to the South line of said Lot One (1), thence at right angles in an Easterly direction along the South line of said Lot One (1) to the Southeast corner of said Lot One (1), thence at right angles in a Northerly direction along the East line of said Lot One (1) to the Northeast corner of said Lot One (1), thence at right angles in a Westerly direction along the North line of said Lot One (1) to the point of beginning.
Except that part described as commencing at a point on the East line of said Lot One (1) that is one hundred twenty (120.0) feet South of the Northeast corner of said Lot One (1), and thence running in a Westerly direction parallel to the North line of Lot One (1) a distance of sixty six (66.0) feet, thence at right angles and in a Northerly direction on the West line of Lot One (1) a distance of fourteen (14.0) feet, thence Westerly twenty two (22.0) feet on a line parallel to the North line of Lot Two (2), thence South forty four (44.0) feet on a line parallel to the East line of Lot Two (2), thence Easterly twenty two (22.0) feet to the East line of Lot Two (2), thence North ten (10.0) feet on the East line of Lot Two (2), thence Easterly sixty six (66.0) feet to the East line of Lot One (1), thence North twenty (20.0) feet to the point of beginning, from the 6th day of November, 1984, at 8:00 o'clock A.M. to the 20th day of November, 1995, at 8:00 o'clock A.M.

INDEXED IN CHATTEL MTG. INDEX

CITIZENS STATE BANK
P.O. BOX 10
HOPKINTON, IA 52237

176-1544
DELAWARE COUNTY IOWA
FILED
'95 NOV 30 AM 11 10
BOOK 6 PAGE 33
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
$ 21.00

CITIZENS STATE BANK
TO
ELIZABETH J. WILSON