

In the event Lessor shall be unable to furnish said permits therein THIRTY (30) days from the date hereof, Lessee shall have the option of cancelling and terminating this lease by notice to such effect to Lessor; and, in the event this lease is so terminated, Lessee shall not be liable to Lessor on account of any covenants or obligations herein contained.

## ARTICLE V.

IMPROVEMENTS BY LESSEE:

Lessee shall have the right to erect, install, maintain, and operate on said premises such buildings, structures, improvements, equipment, fixtures (trade or otherwise) and appliances (with the right of removal as hereinbefore provided), on, under, and above the ground as it may require or desire in the conduct of the business to be conducted on said premises, the same to be in addition to those of Lessor as described in the next succeeding Article entitled "LESSOR'S IMPROVEMENTS." Lessee shall have the further right to make, at its expense, such additions to or alterations in Lessor's buildings, structures, and improvements as Lessee shall deem desirable or necessary, and to make connections with any and all water-, gas-, and sewer-lines and -pipes on or serving the demised premises, and to continue the use and service thereof during the term of this lease.

## ARTICLE VI.

LESSOR'S IMPROVEMENTS:

Lessor covenants and agrees to and with Lessee, as a part of the consideration for the rental herein reserved, to cause forthwith, at Lessor's cost and expense, to be erected and placed on said premises the following:

A suitable building or buildings for use as a gasoline and oil filling and service station, driveways and approaches, plumbing and electrical fixtures, sewer and water connections, together with necessary piping, at a total cost to Lessor not to exceed the sum of SIX THOUSAND AND 00/100 (\$6,000.00) Dollars, exclusive of any grading or excavation.

All materials and equipment to be furnished, all work to be done, and all installations to be made, shall be in accordance with plans and specifications to be approved by Lessee. In the event Lessee shall condemn any work or materials, Lessor shall correct same to the satisfaction of Lessee. All work shall be done and installations made in accordance with the municipal ordinances and other governmental rules and regulations dealing with such matters, and shall conform to the building restrictions, if any, applicable to said premises. If Lessor fails to complete said construction and installation work and to deliver said premises to Lessee in the completed condition hereinabove specified on or before the 1st day of September, 1939, Lessee shall have the option of cancelling and terminating this lease by notice to such effect to Lessor; and, in the event this lease is so terminated, Lessee shall not be liable to Lessor on account of any covenants or obligations herein contained.

When said premises are delivered to and accepted by Lessee ready for occupancy, the parties hereto shall sign a written memorandum, supplemental to this lease, fixing and specifying such date as the date of the commencement of the term for all matters in connection with this lease.

## ARTICLE VII.

MAINTENANCE AND UPKEEP:

Lessor covenants and agrees to maintain, at its expense, in good condition and repair the buildings, improvements, structures, and other property hereby leased. Should Lessor's said property, or any portion thereof, be destroyed or so damaged by fire or other casualty as to become unfit for occupancy or use, Lessor shall have sixty (60) days after notice from Lessee so to do within which to repair, rebuild or replace the damaged or destroyed property. The rent herein reserved shall abate from the time said premises are so rendered unfit for occupancy or use until the necessary repairs or replacements are made and the premises are put in condition for the conduct of business. If the damage to Lessor's property is such as not to prevent the conduct of business, and also when repairs or replacements not the result of fire or other casualty, are required, Lessor shall make the same within ten (10) days after notice from Lessee so to do. In the event Lessor shall fail, neglect or refuse to make the required repairs or replacements, whether they be such as to render the premises unfit for occupancy or use or otherwise, Lessee may terminate this lease, or may make the required repairs or replacements for the account of Lessor as hereinafter provided in the Article entitled, "BREACH OR DEFAULT."

Lessee agrees to return said premises to Lessor at the termination of this lease in as good condition as when received, natural wear, tear, and deterioration because of use, time, and the elements, causes beyond the control of Lessee, and repairs and replacements for which Lessor is obligated, excepted.

(Next paragraph marked out) V. W. B. H. C. B. H. B. B.

Lessor shall furnish, maintain and install the necessary underground gasoline storage tanks. Lessee shall furnish and maintain all other marketing and dispensing equipment but Lessor shall install it.