

to the Lessee by the Lessor to erect upon the leased premises, or part thereof, such building or buildings, or part thereof, as the Lessee may from time to time wish to construct. If erected, said building or buildings shall be constructed of good material in a good workmanlike manner and shall be erected free of liens or rights thereto (except mortgage liens to secure valid debts as herein provided) and of claims of contractors, mechanics, laborers, or materialmen, but the Lessee shall not be liable for damages or otherwise in any way to the Lessor for failure to construct said building or buildings.

In the event the Lessee does construct said building or buildings as herein provided, the Lessee agrees that, for the first twenty (20) years of the term hereof, it will properly maintain the same, and in the event of the removal or destruction thereof within said twenty (20) years, it will replace the same with another building or buildings which shall be comparable in value with the building so removed or destroyed at the time of such removal or destruction. At any time after February 28, 1973, the Lessee shall have the right, without liability to the Lessor, to remove any such building, or part thereof, (whether the same be the initial building or buildings herein mentioned or a replacement thereof) from the leased premises and shall not be required to replace or restore the same, whether said removal is occasioned by the voluntary act or acts of the Lessee or is the result of fire or other casualty; provided, however, that if on March 1, 2042, any such building or a replacement thereof is still standing upon the premises hereby leased, the Lessee may not during the remainder of the term hereof, voluntarily remove the same without replacing it with a building at least equal to the then value of the building so removed, but this provision shall not be interpreted to require the Lessee to replace or restore said building or a replacement thereof if the

R.H.P.