

service station, including the greasing and servicing of automobiles, the making of minor replacements and repairs, the parking of automobiles for hire, and for the marketing of automobile tires, accessories, and other merchandise; all, or one or more, branches thereof being the business which Lessee proposes to conduct or cause to be conducted on said premises; Lessee reserving, however, the right to conduct or cause to be conducted thereon any lawful business.

In the event Lessor shall be unable to furnish said permits within fifteen (15) 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 hereinafter 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.

In the event Lessee desires to install, prior to the completion of the improvements to be made by Lessor, any equipment, fixtures, or other appliances necessary for the operation of the business to be conducted on said premises, Lessee's representatives or employees shall have the right to enter upon said premises for that purpose, and the presence of any of Lessee's property or representatives upon said premises shall in nowise be construed as constituting acceptance or possession of the premises by Lessee; and Lessee shall have the further right to remove such equipment, fixtures or appliances if, upon completion of the improvements to be made by Lessor as herein provided, such improvements are not satisfactory and acceptable to Lessee.

Lessee shall furnish, install and maintain the necessary marketing and dispensing equipment.

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