

building and improvements may be made available for occupancy by the Lessee at as early a date as reasonably possible. It is contemplated that the building and improvements will be ready for occupancy January 1, 1952, but the Lessor does not guarantee completion by said date and Lessee agrees to take possession immediately upon completion of the building and improvements, whether said completion date be prior to or subsequent to January 1, 1952.

4.

If default is made in the payment of any sum, or sums, due hereunder or of any of the covenants and conditions set forth in this lease, and if such default shall continue for a period of thirty (30) days, then the Lessor may at his sole option terminate this lease, and may enter upon said premises and expel and remove the Lessee and any other persons therefrom and hold and occupy the same free from any claim on the part of the Lessee.

5.

The Lessee agrees that during the term of this lease, it will paint the interior and exterior of the building to be constructed on said property when necessary, but in any event, at least every three (3) years. The Lessee further agrees that it will promptly repair at its own cost, or expense, any damage to the plumbing system, that may be caused by negligence, carelessness or abuse of the Lessee, its guests, customers, servants or agents. Any repair that may become necessary due to normal wear and tear shall be done by the Lessor.

The Lessor shall, at his own expense, maintain and keep in good repair the roof, sidewalls and any other structural repairs that may be necessary.

6.

It is understood and agreed that the Lessee shall not, without the consent of the Lessor in writing, deal in or sell oil and other petroleum products on the demised premises excepting those of a major oil company.

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