

## 3.

The Lessor agrees to construct on the premises above described a typical "Sinclair Service Station, Type D-11", with modifications, approximately twenty-six (26) feet by forty-four (44) feet six (6) inches, with necessary pump island and paving, all of which are shown on plans and specifications initialed by the parties to this lease, and attached hereto. The Lessor further agrees to install upon the premises a water pump sufficient to supply the water necessary in the operation of said service station, which water shall come from a well located upon other property of the Lessor.

The Lessor agrees to begin construction of said building and improvements as soon as is reasonably possible in order that said 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 October 1, 1951, 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 October 1, 1951.

## 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 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

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