become a lien on the demised premises and improvements as they become due. If lessor should fail to do so, lessee shall have the right to make such payments for the account of lessor, in which event it shall be subrogated to all the rights of the holder of such lien, and in addition thereto shall have the right to apply accruing rentals in satisfaction of such obligations; or lessee, in the event of a foreclosure of any such lien and the sale of said demised premises and improvements, shall have the right to buy in said premises and improvements for its own account.

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(9)—Construction of Service Station. Lessor hereby covenants and agrees to:

(a) Furnish lessee at lessor's expense, line and grade survey of the demised premises, prepared by a registered surveyor and in conformity with the requirements of lessee's construction department.

(b) Construct or cause to be constructed upon the premises herein demised, for use of the lessee, a modern service station which will be completed in accordance with the following plans and specifications furnished by lessee at its convenience:

Title	Number
Specifications & General Conditions	A-3-M, GCLB
General Arrangement	A-557
Building Foundation & Floor Plans	T-25-22
Building Details Elevations	T-25-21
Roof Framing Plan	T-25-14 Canopy plans &
Roof Deck & Ceiling Plan	T-25-7 Elevations T-25-6
Heating Unit	AS-1044
Trash Enclosure	OS-8117-SE
Fence	"
Service Station Signs	"

Concrete Curb, Concrete Approaches and Asphaltic Concrete Driveways

(c) Lessee will furnish and retain title to and lessor will install:

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2	F/C lifts
3	Submerged pumps
1 set	Misc. Lights & Poles
2	Fire Extinguishers
4	computing pedestals (2 duals)
3 — 8,000	Gallon Underground Tanks
1 — 550	Gallon Underground Tanks
4	Coxreels
1	Drinking Fountain
1 — Air Compressor 2 H.P.	Capacity
1	Set Furniture
	12 x 12 x 6 Lockers
1	Fixed Hex. T.M. Sign & Pole
1	2 Reel Lube Equipment
1 set	Tank fittings

(d) Lessee will furnish and retain title to and Lessee will install:

_____ Letters, Stars and Bands

In event of lessor's failure to construct or complete service station as herein provided within 180 days after the delivery by lessee to lessor of this lease, duly approved and signed, and plans and specifications as above provided, the lessee may, at its election, either terminate the lease on thirty days' notice to lessor or construct or complete said service station at the expense of the lessor and have the right to apply accruing rentals for the purpose of reimbursing itself for principal expenditure together with interest at six per cent.

Lessor may enter upon the demised premises for the purpose of performing the obligations herein provided, and shall procure, either in lessor's or lessee's name, any and all permits required under existing laws for the construction and/or operation of service station on the demised premises and, upon demand of lessee, shall assign and transfer said permits to lessee in proper form, meeting all requirements of law.

Clause (9A) Cost of Construction - If the bid which lessor proposes to award for the construction of the service station pursuant to Clause (9) exceeds $67,000.00, lessor shall so notify lessee in writing within ten (10) days after obtaining said bid. If lessee within thirty (30) days after receipt of said notice fails to obtain for lessor a bid which does not exceed said sum, this lease shall be of no further force and effect and each party shall be relieved of all further obligations hereunder.

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(Continued)

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