

ARTICLE VI.

LESSOR'S IMPROVEMENTS:

Lessor covenants and agrees to and with Lessee, as a part of the consideration for the rental herein reserved, to cause forthwith, at Lessor's cost and expense, to be erected and placed on said premises the following:

A suitable building or buildings for use as a gasoline and oil filling and service station, being Lessee's HO-5 type of service station, porcelainized on front and two sides, consisting of 2 stalls, without canopy, having three (2 tiled) rest rooms; driveways and approaches, plumbing and electrical fixtures, sewer and water connections, together with necessary piping, at a total cost to Lessor not to exceed EIGHTEEN THOUSAND AND NO/100 (\$18,000.00) DOLLARS, exclusive of any grading or excavation.

All materials and equipment to be furnished, all work to be done, and all installations to be made, shall be in accordance with plans and specifications to be approved, or furnished and approved, by Lessee. It is expressly agreed that Lessee's approval or furnishing of such plans, or its inspection by, or acceptance of, such materials, equipment or work, shall not constitute or be construed as (a) any guarantee by Lessee of the quality or fitness of such materials, equipment or work, (b) relieve Lessor of the duty of supplying good and sufficient material, equipment or work, or (c) waiver of any obligation elsewhere in this lease imposed upon Lessor of maintaining the demised premises in good condition and repair or repairing, rebuilding or replacing required because of damage or destruction by fire or other casualty. In the event Lessee shall condemn any work or materials, Lessor shall correct same to the satisfaction of Lessee. All work shall be done and installations made in accordance with the municipal ordinances and other governmental rules and regulations