

11. ERECTION OF BUILDINGS: Permission is hereby granted to the Lessee by the Lessor to erect upon the leased premises, or part thereof, such building or buildings, or part thereof, as the Lessee may from time to time wish to construct. If erected, said building or buildings shall be constructed of good material in a good workmanlike manner and shall be erected free of liens or rights thereto (except mortgage liens to secure valid debts as herein provided) and of claims of contractors, mechanics, laborers, or materialmen, but the Lessee shall not be liable for damages or otherwise in any way to the Lessor for failure to construct said building or buildings.

In the event the Lessee does construct said building or buildings as herein provided, the Lessee agrees that, for the first twenty (20) years of the term hereof, it will properly maintain the same, and in the event of the removal or destruction thereof within said twenty (20) years, it will replace the same with another building or buildings which shall be comparable in value with the building so removed or destroyed at the time of such removal or destruction. At any time after November 30, 1978, the Lessee shall have the right, without liability to the Lessor, to remove any such building, or part thereof, (whether the same be the initial building or buildings herein mentioned or a replacement thereof) from the leased premises and shall not be required to replace or restore the same, whether said removal is occasioned by the voluntary act or acts of the Lessee or is the result of fire or other casualty; provided, however, that if on December 1, 2004, any such building or a replacement thereof is still standing upon the

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