

2. Preparation and improvement of premises. Lessee covenants and agrees that as soon as Lessor delivers possession of the premises to Lessee free of structures or other impediments, Lessee will proceed with diligence to erect upon the premises at its own cost and expense a one-story masonry building, together with driveways, parking areas, and appropriate landscaping, the building will be complete with heating and air conditioning, finished sales area as per floor plans attached.

The Lessee covenants and agrees that in the event of the abandonment or non-completion of the building or other improvements undertaken by the Lessee, or in the event of its failure to complete and finish the same conformably to all the requirements of this indenture, then the Lessor shall have the option, but without any obligation to do so, without prejudice to any other rights in consequence of such default, to complete and finish such building at the cost and expense of the Lessee according to plans and specifications then being worked under, provided that the same shall be accessible to the Lessor.

The Lessee warrants that it will save the Lessor harmless from any liability on account of payroll taxes, compensation insurance, necessary permits, and other expenses or claims of every character arising out of the construction of said building. It is further understood and agreed that Lessee will pay all bills of contractors, subcontractors, mechanics, laborers, materialmen, and other items of like character, and will indemnify Lessor against all legal costs and charges, including counsel fees, reasonably incurred, in and about the defense of any suit in discharging the said premises or any part thereof from any liens, claims of any third party, judgements or encumbrances caused and suffered by Lessee.

The lessee herein shall not have authority to create any liens for labor or material on the Lessor's interest in the above-described property and all persons contracting with Lessee

