

of the State of Rhode Island, or their successors in office as Trustees of said Trust or to any corporation owned or controlled by said The Sixty Trust provided such corporation have at the time of such assignment a paid-in capital of at least Three Hundred Thousand (\$300,000.00) Dollars.

No provision of this Paragraph 10 shall be construed to limit or affect the right of the Lessee to convey or encumber its leasehold interest hereunder by way of mortgage or deed of trust, or other proper instrument in the nature thereof, as security for an actual bona fide debt incurred or to be incurred, or to impose upon any such mortgagee or trustee the liabilities of an assignee hereunder except as provided in Paragraph 22 hereof.

11. ERECTION OF NEW BUILDINGS: It is contemplated that the Lessee shall erect upon all or a portion of the leased premises a small part of a multi-storied office building of substantial construction to be built by the Lessee primarily upon other property owned or leased by the Lessee and adjoining the premises hereby leased; and the Lessee may, if it so desires, also erect upon the leased premises, or part thereof, such other substantial structure or structures, or parts thereof, as the Lessee may deem advisable. Said part of said office building and said other structures shall be constructed of good material and erected in a good workmanlike manner, 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. The Lessee shall not be liable for damages or otherwise in any way to the Lessor because of its failure to construct upon the leased premises, or part thereof, a part of said office building, or other structures, but if a part of said office building is not completed upon the leased premises, or part thereof, and ready for occupancy on or before December 31, 1962, the Lessor

B.B. P 11  
R.H.J.