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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 part of the leased premises and adjoining property owned or leased by the Lessee a store or other building of substantial construction adapted to commercial and allied purposes, and the Lessee may, if it so desires, also erect upon the leased premises, or part thereof, such other substantial structure or structures, or part thereof, as the Lessee may deem advisable. Said building and 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, said building or other structures, but if a part of said store or other building of substantial construction adapted to commercial and allied purposes is not completed upon the leased premises, or part thereof, and ready for occupancy on or before December 31, 1962, the Lessor at his option may terminate this lease as herein provided at any time between January 1, 1963, and January 1, 1964; it being understood that the Lessor may not termi-

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A.H.A.