

for Bidders consisting of Three (3) pages, all of which by reference are incorporated herewith. A Contract for the construction of said building has been entered into by and between Lessee, as owner, and J. Fletcher Capell Construction Co., as contractor, said building to be constructed in substantial conformity with said plans and specifications. The Plans and Specifications listed above are herewith approved by Lessor as to layout and location, adaptability of building to commercial use, and suitability and conformity with other buildings in neighborhood, and Lessor further specifically approves same as meeting all the requirements, including cost and adaptability, as specified in Paragraph Nine (9) of the Lease of July 12, 1950, for the erection of such new building. Lessor further agrees that when said building has been completed according to said plans and specifications pursuant to the contract with J. Fletcher Capell Construction Co., that said building and the portion thereof situated upon the leased premises will be completely acceptable to Lessor under the provisions of the said Paragraph Nine (9) of the aforementioned lease.

5. Paragraphs Twelve (12), Thirteen (13) and Fourteen (14) of the lease dated July 12, 1950 provide that hazard insurance coverage shall be provided for the new building to be erected and set forth that a Trustee shall have custody of the policies and shall administer the proceeds of any policies as therein stipulated. It is agreed by the parties hereto that as long as any mortgage is over the premises pursuant to the agreement herein contained, that any such insurance policies as may be required, either under the lease or by the mortgagee, shall be held by the mortgagee as long as such mortgagee has any interest therein; and all sums arising by reason of loss under said insurance policies shall be applied first to the mortgage indebtedness and any excess shall be payable to the named Trustee and shall be held by it pursuant to the terms of Paragraph Thirteen (13) and Paragraph Fourteen (14) of said lease.

6. Paragraph Sixteen (16) of the lease dated July 12, 1950, provides under what conditions the Lessee may assign its interest