

then the amount so collected, or the balance thereof remaining in the joint account, as the case may be, shall be paid to the Lessor as liquidated and agreed upon damages resulting from the failure of the Lessee to promptly, within the time specified, complete such work of reconstruction and repair. The 9 month period herein provided for reconstruction shall be enlarged by delays caused without fault or neglect on the part of the Lessee by act of God, strikes, lockout, or other conditions beyond the control of Lessee.

13. Status of the Lease - Notice. Each party (Lessor and Lessee) hereby covenants and agrees with the other that such side will, within ten days after written notice shall have been given that side by the other, requiring a statement of the status of the Lease, give such statement in writing and truthfully, so as to show whether the Lease is in good standing, and, if it is not, the particulars in which it is not, and failure within such period of ten days so to give such written reply, shall constitute a representation that the Lease is in good standing, which representation any person, within five days after the expiration of said ten day period, may rely upon as being true and correct. Notice and the subsequent reply shall be deemed given and time shall begin to run when, respectively such notice and the consequent reply are deposited in the United States Registered Mail, with sufficient postage prepaid thereon to carry them to their addressed destinations and they shall be addressed to the Lessor and Lessee at the places and in the manner prescribed as being the places and the manner for giving notice. Such notice shall contain, verbatim, all of the language set forth in this Paragraph.

14. No Additional Buildings. No additional buildings shall be built on the demised premises.

15. Lessee's Right to Mortgage the Leasehold. The Lessee is hereby given the absolute right without the Lessor's consent to mortgage his interest in this lease provided that no such mortgage shall extend to or affect the fee, the reversionary interest, or the estate of the Lessor's in and to any