

constructed, if the Lessee shall so desire, as to be connected with any building or buildings or part thereof then standing upon or to be erected upon the Property, and (d) to connect any such building with any adjoining building or buildings or part thereof, *provided*, as to each connection:

(1) that the wall, at the place of connection, of the building on any Property shall be an independent wall with an opening or openings,

(2) that the connection with the other building, while substantial enough to perform its functions and to be weatherproof, can be completely removed, and the opening in the independent wall blocked up, without requiring substantial structural changes, alterations or repairs to the building on such Property,

(3) that no such connection or the use thereof shall operate to create or permit any adverse right or rights in or over one property in favor of the other property or any person, firm or corporation interested in such other property, and

(4) in the event of termination of this Lease for any reason other than the purchase by Lessee of such Property, then Lessee shall, at Lessee's expense, remove at least such of the connections as Lessor shall designate and, in the case of each removal, block up the opening in the wall to Lessor's satisfaction.

Any and all construction by Lessee on the premises or any part thereof, shall be subject to the following conditions:

(A) No construction shall be undertaken or carried on until Lessee shall have procured and paid for, so far as the same may be required, from time to time, all municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction which are required for the completion of such construction.

(B) Any construction shall, when completed, be of such character as not to reduce the value, utility and structural integrity of the subject Property below its value, utility and structural integrity immediately before such construction.

(C) All work done in connection with any construction shall be done promptly and in good and workmanlike manner and in compliance with the building and zoning laws of the municipality or other governmental subdivision wherein the subject Property is situated and with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments and the appropriate departments, commissions, boards and officers thereof, and in accordance with the orders, rules and regulations of the National Board of Fire Underwriters or any other body now or hereafter constituted exercising similar functions. Any such construction shall be conducted in such a manner that the premises shall at all times be free of vendors, mechanics, laborers, materialmen's, statutory or other similar liens. Lessee shall maintain liability and workmen's compensation insurance in respect of any construction complying with the amounts and other terms set forth in Section 7.2.

(D) All construction shall be conducted under the supervision of a qualified architect or engineer and in the case of construction involving an estimated cost of more than \$200,000 detailed plans and specifications, with cost estimates therefor, prepared and approved in writing by such architect or engineer, shall have been filed with Lessor and Mortgagee before commencement of the work.

(E) If the estimated cost of any such construction shall be in excess of \$500,000, or if the construction involves the demolition of a building or buildings or a substantial part of a building, Lessee, before commencement of work, at its expense, shall give notice to Lessor and Mortgagee and either (i) furnish to Lessor and the Mortgagee a bond, issued by a surety company reasonably acceptable to Lessor and the Mortgagee, in an amount at least equal to the estimated cost of such construction, guaranteeing the completion thereof within a reasonable time, free and clear of all liens, encumbrances, chattel mortgages, conditional bills of sale and other charges, except as permitted under this Lease and in accordance with the plans and specifications filed with Lessor and Mortgagee or (ii) Lessee shall deposit with Lessor, or Mortgagee, a sum sufficient to pay the cost of such construction as estimated by the architect or engineer referred to in Subsection (D) of this Section 6.1.

(F) Moneys deposited with Lessor or Mortgagee pursuant to the foregoing Subsection (E) may be withdrawn by Lessee,