

additional sum as may be necessary to complete the payment of such cost.

TRUSTEE'S RIGHT TO COMPLETE BUILDINGS: (B) The party of the First Part further agrees that if it shall not proceed continuously with the completion of said building (stoppage by reason of actual strikes, or other causes beyond the first party's control excepted) or, if the construction of the building be discontinued or if <sup>in</sup> the opinion of the Trustee the construction is not carried on with reasonable dispatch, the Trustee, at its option, but without prejudice to any other right of the Trustee or of the note-holders arising in consequence of such default, may enter upon and take possession of said building and premises and may complete the construction and equipment of said building. For the purpose of completing such construction, the Trustee may, either, in its own name or in the name of the party of the first part, enter into and execute all instruments of whatsoever kind, and do all such acts and things, which it may deem necessary or proper to be executed and/or done in and about the completion of and payment for said building as aforesaid, including the payment of the election of the Trustee of any outstanding debts, claims and/or liabilities of or against the party of the first part on account of said building and/or premises. The party of the First Part hereby expressly agrees to repay to the Trustee on demand any sums advanced by the Trustee under the provisions hereof and to reimburse the Trustee for and on account of any payments made by reason of the provisions hereof and all such sums advanced or paid by the Trustee hereunder shall be deemed and are hereby fixed as a charge against the real estate hereby conveyed but with priority as provided in Article 4, section 5, hereof.

APPOINTMENT OF TRUSTEE AS ATTORNEY-IN-FACT. (C) The party of the first part hereby irrevocably make, constitute and appoint the Trustee hereunder and its successor in Trust as and to be the true and lawful attorney in fact of the party of the first Part for it and in its name, place and stead to enter into and execute any and all such instruments whatsoever and to do all such acts and things which it may deem necessary or proper to be executed and/or done in and about the completion of and payment for said building, as provided heretofore in this Article at Section 3, Paragraph B.

COVENANTS REGARDING MECHANICS' LIENS. (D) The party of the First Part expressly covenants to clear off and remove any mechanics' liens in connection with the construction of said building which may be filed against said premises within thirty days from the filing of the same, and in default thereof the Trustee without the necessity of obtaining any judicial determination thereof may forthwith clear off and discharge such liens and may advance such sums for such purposes, as it may deem expedient or advisable in its discretion, and in no event shall the Trustee be compelled to litigate any of such claims to determine their validity.

Provided, however, that if said party of the First Part shall in good faith and by appropriate legal proceedings contest the validity of any such mechanics' lien or other lien or claim which may be filed against said premises, then, and in that event, said Trustee shall not pay and discharge such lien or claim before final determination of the validity thereof.

COVENANTS TO FURNISH HOTEL BUILDING. (E) The party of the first part hereby further covenants that it will, on or before the 1st day of March, 1925, purchase, pay for, procure, install and place in said completed hotel building all such furniture, furnishings, and fixtures as maybe reasonably appropriate in quality and sufficient in quantity to full equip said building as a first class hotel, all such furniture, furnishings and fixtures to be of a value of not less than four hundred thousand dollars (\$400,00) and title thereto to be fully vested in the party of the first part