

It is further agreed and understood that party of the second part may extend the building now on said lot back to the alley, the building so extended to conform to the present building in width, depth and strength of foundation, thickness and strength of walls, and materials and quality of workmanship, and may be one or two stories high. The party of the second part if he so desires to build shall do so at his own expense and cost, but before he commences said building shall submit plans and specifications of the said building to party of the first part for his approval, it being understood and agreed that if the plans and specifications submitted call for a building as good and substantial as the present building and makes provision for properly supporting the real walls of the upper part of the present building the party of the first part shall not refuse to approve said plans and specifications.

It is agreed and understood that if parties hereto cannot agree on the plans and specifications for said extension then the dispute shall be submitted to arbitrators, as follows: Each party hereto shall select a competent architect to whom the matter shall be referred. If said architects cannot agree then the two architects so chosen shall select a third and the matter in dispute submitted to the three architects, the decision of any two of whom shall be binding on the parties hereto, and they both agree to abide by said decision.

It is further agreed and understood that party of the second part shall have the right to so erect said building at any time after the execution of this contract and before the expiration of the said two year term, provided that if party of the first part should sell said premises or require the same for his own occupancy as described at any time before party of the second part commences the erection of said building the party of the second part shall not have the right to erect same after receiving such notice.

It is further agreed and understood that if party of the second part so desires and does so erect said building then he shall have the use and occupancy of said premises including the extension so erected for the period of three (3) years from August 1st, 1908, at the same rental and under the same terms as provided in the contract of April 20th, 1906, and the party of the first part shall not have the right to terminate this tenancy before the expiration of the said three years by giving the notice provided herein, even though he should sell said premises or require same for his own occupancy.

It is further agreed and understood that at any time party of the second part decides in good faith to erect said extension he may give notice to the party of the first part and submit the said plans and specifications to the party of the first part, and the party of the first part shall not have the right to sell or require the premises for his own occupancy if the party of the second part commences the actual erection of said building within thirty (30) days after the approval of the said plans and specifications.

It is further agreed and understood that after the plans and specifications are so approved and the building so commenced the party of the second part shall complete said building as soon as he can reasonably do so and without delay caused by his own negligence or fault.

It is further agreed and understood that the party of the second part if he so desires to erect said extension and commence same that he shall erect same according to the said plans and specifications, and if he fails to do so that he will pay party of the first part any damages he may suffer thereby, and the same will terminate said lease.