

## SECTION TWO Term and Rent

Lessor demises the above premises for a term of 20 years commencing the first day of the first month following completion of a certain 70' x 420' general purpose building to be constructed by Lessor on the described premises. Lessee shall pay lessor for the use and occupancy of the demised premises \$2,100.00 per month, payable in advance without demand on the first day of each and every calendar month, which rental rate shall continue for two years from the first such payment. The amount of the rental is then to be increased to \$2,700.00 per month for the remaining 18 years of the lease term; Provided, however, that said monthly rental payments shall be reviewed by lessor four years from the date of the first payment under this lease and every four years thereafter for the duration of this lease. If the average of the United States Department of Labor, Bureau of Labor Statistics Wholesale Price Index for the preceding four years deviates from the Base Index the monthly rental shall be subject to adjustments of \$30.00 per month for each increment of 1% of such deviation; Provided, that in no event shall such adjustments reduce the monthly rental payments below \$2,700.00 per month.

The term "Base Index" shall mean the average Wholesale Price Index for the 1979 Calendar year as compiled by the United States Department of Labor, Bureau of Labor Statistics.

## SECTION THREE Construction Dependent on Financing

Lessor shall not be obligated to proceed with the construction of any building on the leased premises unless and until financing acceptable to lessor is obtained and bids for the construction of such building in a form and amount satisfactory to lessor are submitted. Should such financing not be obtainable within 60 days from the date of execution of this lease, and such bids not be submitted within 90 days from the date of execution of this lease, lessor may so notify lessee in writing, and this lease shall thereupon cease and terminate and each of the parties hereto shall be released and discharged from any and all liability and responsibility hereunder.

## SECTION FOUR Repairs

Lessee shall, at all times during the lease and at its own cost and expense, repair, replace, and maintain in a good, safe, and substantial condition, the building and any improvements, additions, and alterations thereto, on the demised premises, and shall use all reasonable precaution to prevent waste, damage, or injury to the demised premises.

## SECTION FIVE Taxes

Lessee shall pay to the proper authority on or before the last day on which payment may be made without penalty