

of Labor Statistics, U. S. Department of Labor (herein called "Consumer Price Index") for the month of December immediately proceeding the commencement of each such five year period, respectively, shall have increased over the consumer price index for the month of December, 1973.

If the Consumer Price Index in its present form is discontinued, or if the basis on which it is now calculated shall be revised, Lessor and Lessee shall make an appropriate conversion of such revised index on the basis of conversion factors published by the Bureau of Labor Statistics; if such factors are not so obtainable, Lessor and Lessee shall request the Bureau of Labor Statistics to provide when needed an appropriate conversion of adjustment which shall be applicable thereafter; if the Bureau of Labor Statistics shall be unable or unwilling to provide such appropriate conversion of adjustment, then Lessor and Lessee shall, in good faith, agree on a suitable substitute for the Consumer Price Index, and if no agreement can be reached, the matter shall be determined by arbitration and such arbitration shall be binding on both parties.

6. CONSTRUCTION:

(a) COVENANTS TO CONSTRUCT

As a part of the consideration for the execution of this lease, Lessor covenants and agrees to construct and erect or cause to be constructed and erected upon the demised premises, at Lessor's sole cost and expense, a complete executive office building in accordance with plans, plot plans and specifications prepared and drawn by Barry A. Bankes, Architect, approved and accepted in writing by the Lessee and Lessor, attached hereto and marked Exhibit B and incorporated herein by reference.

(b) COST ESTIMATION CONTRACT

It is understood and agreed that the total cost of construction, as detailed, estimated and projected in the construction estimate, attached hereto and marked Exhibit C and

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