

TO HAVE AND TO HOLD the above-described premises unto the said Tenant, its successors and assigns, for and during the term beginning with the date hereof and ending October 1, 1989.

Tenant shall pay to Landlord an initial annual rental of \$37,800.00 payable in equal monthly installments of \$3,150.00 in advance on or before the first day of each month commencing October 1, 1974. Pro-rata rent for occupancy under this lease prior to October 1, 1974, shall be paid with initial monthly installment. In the second year of this lease and every year thereafter, Tenant shall pay to Landlord an amount of annual rental equal to the amount of annual rental for the preceeding year increased by the cost of living index for that year or five percent, whichever is greater. This recomputed annual rental shall be payable in equal monthly installments in advance on or before the first day of each month commencing on the first day of October of the new rental year. Tenant shall provide during the life of this lease loss of rent insurance in favor of landlord and/or any first mortgage lender to secure the obligation hereunder.

Tenant shall be responsible for and pay all ad valorem taxes on the real estate herein described and improvements thereon.

During the term of this lease, Tenant shall keep the building and improvements on the leased premises adequately insured against loss by fire or other casualty. Tenant shall hold Landlord harmless from any claim, demand or suits connected with or arising from the use of the premises or the building. Tenant shall pay all expenses required to keep open the 20 foot alley abutting from the western edge of the leased premises.

In the event the demised premises are destroyed or damaged by fire or other casualty, the rent herein provided shall be proportionally reduced until said premises have been restored.

In the event of failure of the Tenant to pay the rental when due, or in the event the business of the Tenant is discontinued or the premises vacated before the expiration of this Lease, or the Tenant goes into voluntary or involuntary bankruptcy or receivership or makes a general assignment for the benefit of creditors, or files or has filed against it a petition pursuant to any Federal

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