

and the monthly Index for the month preceeding each adjustment. If such Index shall not then be in use, said adjustment shall be made by the Index most nearly comparable thereto. This procedure shall be followed each fifth anniversary of this lease for the purpose of establishing the rent to be paid for the next five year period, and adjustments will be calculated for upward as well as downward movements in the Cost of Living Index, however, in no case shall the annual rent be less than Five Thousand One Hundred and No/100 Dollars (\$5,100.00).

IMPROVEMENTS

3. (a) LANDLORD'S Duty to Construct Improvements; Ownership of Improvements on Termination:

TENANT will construct on the demised premises a bank building, hereinafter and sometimes referred to as the improvements, at its sole cost in accordance with plans, specifications and detailed description of the work which shall be approved by the LANDLORD or its designated agent. It is expressly acknowledged and understood by the LANDLORD and TENANT that all buildings, signs, or other improvements erected and constructed or affixed by, to, or on the demised premises shall only at the termination of this lease for any cause become a part of the land and be surrendered to the LANDLORD, its successors or assigns.

(b) Preliminary Plans and Specifications:

TENANT shall, at its own expense, prepare preliminary plans and specifications and shall prepare and submit to LANDLORD within two (2) months after the date hereof preliminary plans and outlined specifications in sufficient detail to show the design, character and appearance of the building to be erected. If TENANT shall fail to submit the preliminary plans and outlined specifications required by this paragraph within the time specified, LANDLORD shall have the right to terminate this lease on thirty (30) days written notice.

Landlord \_\_\_\_\_

Tenant \_\_\_\_\_

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