

date of the lease term has been determined, the Landlord and Tenant shall execute, acknowledge and deliver a written statement thereof in recordable form.

3. Rent: The Tenant agrees to pay to the Landlord during the term of this lease an annual rental as follows:

(a) For the first five (5) years of the term the annual rental shall be Nine Thousand Two Hundred Twenty-Eight and No/100 (\$9,228.00) dollars (which sum is sometimes hereinafter referred to as the "base annual rental");

(b) For the remainder of the term the annual rental shall be adjusted either upward or downward (but never less than the base annual rental of \$9,228.00) at the commencement of the sixth (6th), eleventh (11th) and sixteenth (16th) years of the lease term. Such adjustment shall reflect any change (but never less than the base annual rental) from the commencement date of the lease term in the Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average for all items published by the Bureau of Labor Statistics of the U.S. Department of Labor using the index base 1967 = 100.

(c) The landlord shall, as soon as practicable after commencement of the 6th, 11th and 16th lease years notify the Tenant in writing of any change in the annual rental and the annual rental as adjusted shall apply to the entire five (5) year interval prior to the next scheduled date of adjustment. Any changes in the index base used by the Bureau of Labor Statistics shall be taken into consideration in computing adjustments in the annual rental so as to accurately reflect the actual percentage increase or decrease in the applicable consumer price index from the date of commencement of the lease term.

(d) Any dispute between the parties as to computation of adjusted annual rental shall be determined by arbitration by each party selecting and designating an arbitrator, both arbitrators

0080

4328 RV-2J