in the rental hereinbelow specified, at such time as the Lessee requests same in writing, provided that such request is not made for a period four (4) months after the date this lease takes effect (or such earlier time as the Lessor and Lessee may agree upon).

- 3. The Lessor agrees to construct a building on the leased property above described, the approximate cost of which will be between Forty Thousand Dollars (\$40,000.) and Fifty Thousand Dollars (\$50,000.), or such other amount as the parties may agree upon, which amount shall include the architect's fee, surveying costs, and grading, surface or gravel treatment costs. Said building will cover approximately twelve thousand (12,000) feet of floor space. It is to be used by the Lessee for the purpose of making automobile and truck sales, including any requisite repair shop in connection therewith.
- 4. The annual rent payable by the Lessee for the use of the aforesaid land and building, for the term hereinbelow set forth, shall be: (a) for the land, Twelve Hundred Dollars (\$1,200.); (b) for the building, an amount equal to ten per cent (10%) of the Lessor's cost of construction of said building (which cost shall be certified to the Lessee by the Lessor as soon as practicable after the completion of the building). Said annual rent shall be payable in twelve equal installments, each such installment to be paid monthly in advance on the first day of each calendar month.
- 5. The term of this lease shall be for a period of ten (10) years from the date of the completion of the construction of the aforesaid building. The Lessee shall have a "first refusal option" to renew this lease for such additional term at such rent and upon such other conditions as may be agreed upon by the parties hereto, said first refusal option to be exercisable by the Lessee in writing at any time prior to the expiration of this lease as aforesaid.
- 6. The Lessor shall be responsible for the maintenance of the outer walls and roof of the leased building. The Lessee

RE.J.