

incorporated herein by reference, by and between Lessor and a contractor that Lessor shall determine, shall not exceed \$250,000.00 and is an estimated price for construction of the improvements therein set forth, included but not limited to the cost of site work, drainage, drawing utilities to the site and demolition of existing structures; excepting however, in the event that extreme rock or subsoil conditions exist, Lessor shall immediately notify Lessee as to said conditions in which event Lessor shall forthwith, at its own cost and expense, correct said extreme rock or subsoil conditions. Such additional costs shall then be included as a part of the rent determination base.

(c) COMMENCEMENT OF CONSTRUCTION

Construction shall be commenced by Lessor as soon as practicable after the execution of this lease, and Lessor agrees to diligently prosecute such construction of the aforesaid improvements to completion. It is understood and agreed that the Lessor will negotiate all construction contracts for said improvements and that the awarding of said contracts or any part thereof shall be the responsibility of the Lessor.

(d) FAILURE TO COMPLETE

If for any reason Lessor shall fail to deliver or render possession of the demised premises to the Lessee, properly completed in substantial compliance with the plans, plot plans and specifications attached hereto and marked Exhibit B and incorporated herein by reference on or before eight (8) months from the date hereof, Lessee, at its option, may terminate this lease by written notice to the Lessor within sixty (60) days after such date. Upon such termination by the Lessee, this lease and all rights and obligations of the parties hereto shall terminate with the same force and effect as if this lease had not been executed.

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