

successive year's rental during the third five year period shall be computed in the same manner provided that the percentage of increase shall be multiplied by the previous year's gross rental.

If publication of the Consumer Price Index for all items, United States, all city average, shall be substantially changed, modified or discontinued, the parties hereto shall thereafter accept comparable statistics on the cost of living on a national average, as they shall be computed and published by an agency of the United States or by a reasonable financial periodical or recognized authority then to be selected by the parties hereto, or if the parties cannot agree on a selection, by arbitration. Provided, however, that the increase in any year during the third five year period shall not exceed 8% of the previous year's rent.

3. The demised premises may be used by the Tenants for the conduct of a restaurant-bar, said restaurant-bar to be installed and operated in a manner so as not to be offensive to Tenants' Co-Tenants or neighbors or to be illegal in any manner. Tenants shall at all times fully and properly comply with all laws, ordinances and regulations of every lawful authority having jurisdiction of said premises.

4. The Landlords shall pay all taxes, assessments and other charges which may be levied, assessed or charged against the demised premises, and will make all payments required to be made under the terms of any mortgage or deed of trust which is now or may hereafter become a lien on the demised premises.

The Tenants shall pay all operating license fees for the conduct of its business, and ad valorem taxes levied upon its trade fixtures, inventory and stock of merchandise.

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