

for all costs incident to such an action, including reasonable attorneys' fees. If the lease is terminated as aforesaid, Landlord shall release the property if a new lease is obtainable and Tenant shall continue liable for such loss as Landlord may sustain during the remaining life of said lease, either by way of loss of rents or expense, including redecorating and commissions incident to any re-leasing.

(16) The Tenant shall have an option to extend this lease for two additional periods of five (5) years by giving written notice of such extension at least ninety (90) days prior to the expiration of the original lease term. During each such extended term, the rent per annum shall be equal to \$10,000.00, plus the amount of percentage increase in the cost of living determined in accordance with the following provisions:

(a) As promptly as practicable (and in no event later than sixty (60) days after publication of the consumer price index) after the end of the original five (5) year lease term, the Tenant shall compute the percentage increase, if any, in the cost of living for the preceding five (5) year period as compared to the present cost of living based upon the consumer price index for all items, United States, all city average, published by the Bureau of Labor Statistics of the United States Department of Labor. The consumer price index number in the column entitled "All Items" for the month of December, 1972, shall be the "base index number", and the corresponding consumer price index number for the last month in the original five (5) year lease term shall be the "current index number". The current index number shall be divided by the base index number. From the quotient thereof, there shall be subtracted the integer one, and any resulting positive number shall be determined to be the percentage of increase in the cost of living. The percentage of increase, multiplied by \$8,500.00, shall be the increase required to be determined for the five (5) year extended lease terms. The adjustments provided for herein under no circumstances will reduce the net annual rent below \$10,000.00 during the extended term of this lease.

(b) The net annual rent as hereinabove set forth shall be due and payable to the Landlord in advance in equal monthly installments on the first day of each month, provided that pending the determination

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