

IV. RENT

Lessee shall pay as annual rent \$2.50 per square foot of leased space in equal monthly installments. Each installment of rent shall be paid on the first day of each month without demand. After ten (10) days, there will be a late charge of Twenty-five Dollars (\$25.00). After three late rent occurrences during any one year term of this Lease, Lessor will have the right to terminate the Lease and the Lessee shall vacate the leased premises within ten (10) days of written notice to terminate. The rent payable hereunder shall be payable to the Decatur Public Library, 247 East North Street, Decatur, Illinois 62523, or such other address as the Lessor shall designate.

The annual rent payment shall be increased at the end of the fifth year of the Lease in an amount equal to any increase in the Consumer Price Index For All Urban Consumers, North Central Region, published by the Bureau of Labor Statistics of the United States Department of Labor. The index number for the month of March, 1999, shall be the base index number and the corresponding index number for the then current month of March 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 1, and any resulting positive number (rounded to 1,000ths) shall be deemed to be the percentage of increase. The percentage of increase multiplied by the base rent, \$50,000 ($\$2.50 \times 20,000$), shall be the additional rent required. In no event shall the additional annual rent be increased by more than 5% so that the rent for the second five year term shall not exceed \$52,500 for the first year of that term, or \$55,125 for the second year, etc.

V. UTILITIES

The expense of utilities has been a substantial factor used by Lessor and Lessee to determine the rent to be paid by Lessee. Lessor and Lessee agree that Lessor will pay for electricity and gas for the Leased Premises up to \$1 per square foot annually for the first year of the Leased Premises. Lessee will pay \$15,000 annually toward this cost. The first year's payment of \$15,000 will be made within thirty (30) days of the execution of this agreement, then in subsequent years the \$15,000 will be made in equal monthly payments. At the end of the first year of the Lease, Lessor and Lessee will determine the actual cost of the electricity and gas. If the cost for the year has been greater than \$1 per square foot, Lessee's annual payment shall be proportionately increased. This same procedure to determine Lessor's payment shall be followed throughout the term of the Lease.

Lessor shall not be liable for any loss or damage caused by or resulting from any variation, interruption or failure of the utilities and service due to any cause beyond Lessor's control; and no temporary interruption or failure of such utilities and service incident to the making of repairs, alterations or improvements, or due to accident, strike or conditions or events shall be deemed as an eviction of Lessee or relieve Lessee from any of Lessee's obligations under this Lease.