

month shall be pro-rated on a daily basis and paid in advance.

(4) Construction. The Landlord shall prior to the commencement of the term hereof, at Landlord's own cost and expense and with due diligence and dispatch construct and complete on the site of the demised premises a one-story, brick and concrete block building measuring thirty (30) feet by one-hundred twenty (120) feet, in accordance with the plans and specifications entitled "Proposed Office and Warehouse, American Monorail Co.", attached hereto, marked "Exhibit A", and made a part hereof as though fully set forth herein. The premises shall be deemed ready for occupancy and use, and the term hereof shall commence, when said building, in the opinion of both Landlord and Tenant (or, in the event, Landlord and Tenant cannot agree, in the opinion of a qualified architect appointed by both Landlord and Tenant), shall have been erected in substantial compliance with the aforementioned plans and specifications.

(5) Financing. Whenever under the terms of this lease the Landlord is obligated to construct and complete any buildings or improvements, and, whenever the Landlord, in the exercise of reasonable diligence and dispatch, is not able to borrow sufficient funds for financing said construction, the Landlord may, at his option, within ninety (90) days from the date hereof give written notice to the Tenant cancelling and terminating all the covenants, obligations and conditions contained in this lease, whereupon and thereafter neither party hereto shall be liable to the other for damages.

(6) Signs. The Tenant may erect on the premises outside signs of such color, type and design as shall be approved in writing by the Landlord in advance.

(7) Subleases. The Tenant shall have the full right to sublease or assign the whole or any portion of the demised premises, provided that any such sublessees, or assignees, shall be subject to the covenants, obligations and conditions herein provided for, and further provided that the Tenant shall remain primarily liable for all the covenants, obligations and conditions and rentals herein provided for.