

1962, to and including April 1, 1991, the Service Rent to be in addition to the Basic Rent and other rent or additional rent required by the terms of this Lease; provided, however, that if the "Consumer Price Index" for the United States published by the Bureau of Labor Statistics, United States Department of Labor, for June, 1964 or for any subsequent June during the term of this Lease shall be greater than such Consumer Price Index for the month of June, 1961 (namely, 127.6; 1947-1949 equals 100) the Service Rent payable for the next subsequent Lease Year and each installment thereof shall be increased in direct proportion to such increase in the Consumer Price Index; provided, however, that the Service Rent payable for any Lease Year shall not be changed from, but shall be in the same amount as, the Service Rent payable for the preceding Lease Year unless such change would amount to at least 5% of the Service Rent payable for such preceding Lease Year, and provided further that in no event shall the Service Rent payable hereunder in any Lease Year be less than \$28,112. If there shall be no such Consumer Price Index for any June during the term of this Lease, then for the purposes of this Section 4 there shall be substituted for such Consumer Price Index the statistical index most similar thereto and any necessary adjustments shall be made in order to carry out the intent and purpose of this Section 4. Similar adjustments shall be made if at any time or times during the term of this Lease there shall be any change in the method of or basis for the determination of such Consumer Price Index. Lessee will also pay to Lessor, on demand, as additional rent, interest at the rate of 6% per annum on all overdue installments of Service Rent from the due date thereof until payment.

5. *No Counterclaim, Abatement, etc.* The Basic Rent, Service Rent and other additional rent and other amounts payable hereunder by Lessee to Lessor or any Assignee shall be paid without notice, demand, counterclaim, setoff, deduction or defense, and without abatement, suspension, deferment, diminution or reduction by reason of (a) any damage to or destruction of the Leased Property or any part thereof, by any cause whatsoever (including, but not being limited to, fire, casualty or act of God or enemy), (b) any restriction or prevention