

made during negotiations and not contained herein shall not be binding upon either of the parties hereto.

(j) The remedies set forth herein in all instances are not exclusive but cumulative and in addition to all other remedies which may exist under the law.

(k) This lease agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

12. In accordance with Paragraph 5 above, the Tenant will construct on the leased premises a building and other improvements in accordance with the specifications outlined in Exhibit A. The improvements will be constructed by a building contractor or contractors selected by the Tenant and approved by the Landlord, which approval shall not be unreasonably withheld. Supervision of the construction will be the responsibility of the Tenant.

The Landlord agrees to pay and reimburse Tenant for the cost of the construction of the improvements in accordance with the specifications outlined in Exhibit A up to, but not exceeding the total sum of \$160,000. Payments of said \$160,000 by the Landlord shall be made in four installments and all payments shall be based on cost certifications submitted by the Tenant to the Landlord. The cost certifications shall consist of detailed analyses by the Tenant of construction costs by invoices paid, all of which shall be set forth on IBM computer listing sheets. All cost certifications made by the Tenant to the Landlord shall be certified by an officer of the Tenant or signed by a certified public accountant acceptable to the Landlord. The installments shall be in the amounts of \$40,000 each. All payments shall be made to the Tenant or jointly to the Tenant and to the contractor or contractors performing the construction work. All funds paid by the Landlord shall be used only to pay for the cost of labor and materials used in the construction of improvements on the leased premises and any violation of this provision shall constitute a default under the lease. In the event any mechanics lien is filed or any legal action instituted against the leased premises because of the failure or the alleged failure on the part of the Tenant or one of the Tenant's contractors to pay for labor or materials, the Landlord may withhold the amount necessary to satisfy such lien or claim unless the Tenant provides a satisfactory bond or takes other action to remove the lien or terminate such proceedings from the leased premises.