

### Construction of building by lessee.

1. Description of Building To Be Erected and Agreements Pertaining Thereto. It is agreed that there shall be erected and constructed upon the lands described above, a building in accordance with the detailed plans and specifications described above which have heretofore been duly approved in writing by the landlord and tenant and are incorporated herein by reference. Any changes or alterations requested by the tenant shall be agreed upon in advance in writing between the landlord and tenant, and the landlord and tenant shall further agree as to the amount to be paid by the tenant to the landlord in connection with any such changes or alterations and the method of payment therefor, and in the event such alterations or improvements result in an increase or decrease in rental provided for by this lease, then the same shall be confirmed in writing by landlord and tenant, and shall constitute an amendment to this lease. If applicable, any such agreement shall further provide for any extension in the time of commencement of this lease term.

2. Completion of Construction and Commencement of Term. \_\_\_\_\_ the general contractor engaged to construct the improvements, and tenant to the extent it is so obligated, agree to diligently pursue the construction of the building upon the premises so as to have the same completed and ready for full occupancy by the tenant not later than \_\_\_\_\_ [year], in order to facilitate the immediate commencement of full production by tenant. Notwithstanding anything herein to the contrary, if the premises are not ready for occupancy on such date, the term of this lease shall commence and take effect, and the rent shall be payable by the tenant at the time that \_\_\_\_\_, general contractor for the erection of the building, has completed its obligations as set forth in the plans and specifications, as may be amended. The landlord and tenant agree that the exact date of commencement of this lease is \_\_\_\_\_ [year]. If such commencement date does not fall on the first of the month, rent shall be prorated for the first and last months of this lease in accordance with the respective periods of tenant's occupancy during such months, so that all other rental periods may start on the first of the month.

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