

ARTICLE IV.

RENT

Tenant agrees to pay Owner as rent for the Leased Premises the annual sum of Five Thousand Seven Hundred and No/100 (\$5,700.00) Dollars payable in twelve (12) equal monthly installments of Four Hundred Seventy-five and No/100 (\$475.00) Dollars in advance on the first day of every calendar month during the term hereof. The foregoing yearly rental amount payable monthly shall be adjusted and increased after ten (10) years from the date of this Lease and each five (5) years thereafter in such percentage as is represented in the increase in the Consumer Price Index for all items, United States, All City Average, published by the Bureau of Labor Statistics of the United States Department of Labor, from the time of the original term of this Lease until the expiration of the first ten- (10-) year period, and at the expiration of each five- (5-) year period thereafter in the same manner.

ARTICLE V.

CONSTRUCTION OF LEASED PREMISES

1. Owner covenants and agrees to construct on the land above described a new building at its expense, said building being described as follows: according to plans and specifications, as initialed by the parties and referred to as Job Reference No. G-RC-DI, dated February, 1973, by Thompson Dental Company.

2. The building shall be ready for occupancy not later than June 30, 1974.

3. Owner shall construct in the Shopping Center a parking area as shown on the site plan annexed hereto.

4. This Lease and any construction required hereunder is conditioned upon Owner obtaining a satisfactory loan to cover costs of construction.

ARTICLE VI.

USE OF LEASED PREMISES

1. Tenant covenants and agrees to use and occupy the Leased Premises during the term of this Lease as and for an office building in which dentistry may be practiced.

2. Tenant shall be responsible for janitorial services and other costs of maintenance of the Premises throughout the term of this Lease.

3. Upon the commencement of the term of this Lease, Tenant shall proceed with due dispatch and diligence to open for business and shall thereafter actively operate its business in a reputable manner.

4. Tenant covenants and agrees not to use or occupy or suffer or permit the Leased Premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority.

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