

commencement date of the lease term has been determined, the Landlord and Tenant shall execute, acknowledge and deliver a written statement thereof in recordable form.

3. Rent: The Tenant agrees to pay to the Landlord during the term of this lease an annual rental of \$9,528. Said annual rental shall be paid in lawful money of the United States and shall be paid in advance in equal monthly installments on or before the fifth day of each month during the term of this lease. Any portion of a month shall be prorated on a daily basis.

4. Construction of Building: The Landlord agrees at her expense to construct the medical office building on the land described above in paragraph 1 in accordance with the plans and specifications above described, which plans and specifications have been approved in writing by the Tenant. Construction shall begin promptly after the Landlord obtains and completes the closing of a construction loan providing funds for such construction, and construction shall be prosecuted diligently until completion. All risks of loss to the demised premises prior to completion of improvements shall remain with the Landlord and any damages shall promptly be repaired by the Landlord.

5. Taxes: Except as hereinafter expressly provided, Landlord shall pay promptly when due all taxes and assessments of any kind or nature which are now or may hereafter be imposed upon the demised premises. Within a reasonable time after request therefor is made by Tenant, Landlord will furnish Tenant for its inspection receipts of the appropriate taxing authority, or other proof satisfactory to Tenant, evidencing the payment of any such taxes or assessments payable by Landlord. Landlord shall have the right to contest the validity or amount of any such taxes or assessments by appropriate proceedings, and nothing contained in this paragraph shall require any such taxes or assessments to be paid so long as the validity or amount thereof shall be contested

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