

in equal monthly installments of one-twelfth (1-12th) of the annual rate on or before the fifth day of each month, any portion of a month to be prorated on a daily basis.

5. 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.

6. 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 in good faith if the demised premises or any part thereof shall not hereby be in danger of being lost or forfeited.

The Tenant shall pay its prorata share of any increase in such taxes or assessments on the land and medical office building in which the demised premises are located. Said prorata share shall be determined by a fraction by using the groundfloor square footage of the demised premises as the numerator and the total groundfloor rentable area of the medical office building as

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