

shall select a third arbitrator and the decision of any two arbitrators shall be binding upon the parties.

(e) Notwithstanding any provision herein to the contrary, the annual rental during the entire term of this lease shall never be less than the base annual rental of \$9,228.00.

All rentals due shall be paid to the Landlord by the Tenant in lawful money of the United States and shall be paid in advance 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.

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

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