

FUNDAMENTAL LEASE PROVISIONS

Effective Date:

10/25/2019, 2019

Landlord:

C4 Grande Dunes MOB, LLC, a South Carolina limited liability company

Address of Landlord:

c/o Crosland Southeast
4700 Six Forks Road, Suite 150
Raleigh, NC 27609
Attention: Mr. Brad McGinnis

Tenant:

American Health Imaging of South Carolina, LLC, a South Carolina limited liability company, d/b/a American Health Imaging of Myrtle Beach

**Address of Tenant
(Prior to the Beginning
Date):**

2200 Century Parkway, NE, Suite 600
Atlanta, GA 30345

Development:

The building and land described on Exhibit A attached hereto and incorporated herein by reference located at 811 82nd Parkway, Myrtle Beach, South Carolina.

Premises:

That space, containing approximately 3,942 rentable square feet generally as shown as cross-hatched on the site plan attached hereto as Exhibit A-1. Tenant acknowledges that the site plan is attached hereto for illustration purposes only and that Landlord has not made, and by attaching the site plan hereto, will not be deemed to have made, any representations or warranties regarding the Development, layout of the Development, the tenants or tenant-mix for the Development or otherwise. Additionally, Tenant acknowledges that, for all purposes, the Development is described on Exhibit A hereto and that Exhibit A-1 may show land that is not part of the Development.

Permitted Uses:

The Premises shall be used only for the operation of a first-class diagnostic imaging clinic and for no other purposes whatsoever without Landlord's prior written consent (which may be granted or withheld in Landlord's sole discretion); provided, however, in no event shall the Premises be used for any purposes which violate the Declarations (as defined below in Paragraph 59) or the prohibited and exclusive uses described on Exhibit E attached hereto.

Tenant's Exclusive Use:

Provided Tenant is not in default of this Lease beyond any applicable notice and cure period and is continuously operating its business in one hundred percent (100%) of the Premises for the Permitted Uses, Landlord agrees that it shall not after the Effective Date enter into any new lease, license or occupancy agreement in the Development with another tenant that operates a magnetic resonance imaging machine ("Tenant's Exclusive"). If Landlord violates Tenant's Exclusive for a period of thirty (30) consecutive days after receipt of written notice of such violation from Tenant, Tenant shall thereafter be entitled to a 50% Fixed Minimum Rent abatement until the violation ceases. Notwithstanding anything to the contrary contained herein, the Tenant's Exclusive use shall not be applicable to: (i) any tenant or occupant of the Development (their successors and assigns) pursuant to an existing lease as of the Effective Date; (ii) any tenant or occupant of the Development that operates an x-ray or other imaging machine.

Notwithstanding the foregoing, if another tenant or occupant in the Development violates the Tenant's Exclusive, in each event in violation of its lease or occupancy agreement (a "Rogue Tenant"), so long as, within twenty (20) days after Tenant provides notice of same to Landlord, Landlord diligently and with commercially reasonable efforts pursues all legal remedies, through final judgment, to cause the Rogue Tenant to cease and desist from violating Tenant's Exclusive, Tenant shall not abate Fixed Minimum Rent or terminate this Lease as provided above.

Security Deposit:

\$7,555.50 paid on the Effective Date by check number 75787.

Lease Term:

The term of this Lease (the "Lease Term") shall commence on the Rent Commencement Date, and shall expire, unless sooner terminated

pursuant to the terms hereof, at midnight on the last day of the sixty-first (61st) full calendar month after the Rent Commencement Date (the “**Expiration Date**”).

Opening Date:

Tenant agrees that it will open for business at the Premises for the Permitted Uses on or before the date which is one hundred eighty (180) days following the Delivery Date (the actual date of opening being the “**Opening Date**”). Notwithstanding any other remedy available to Landlord herein, in the event Tenant is not open for business for the Permitted Uses to the public within two hundred forty (240) days after the Opening Date, Landlord shall have the right to terminate this Lease upon written notice to Tenant.

Rent Commencement Date:

Rent shall commence the date which is the earlier of: (i) one hundred eighty (180) days following the Delivery Date or (ii) the date that Tenant obtains a Certificate of Occupancy, Temporary Certificate of Occupancy or similar document from the applicable governmental authorities for Tenant’s Work (such date being the “**Rent Commencement Date**”). Notwithstanding the foregoing, Additional Rent shall commence the date which is the earlier of: (A) the date that Tenant opens for business at the Premises; (B) ninety (90) days following the Delivery Date; or (C) the Rent Commencement Date.

Fixed Minimum Rent:

Lease Year	Per Sq. Ft.	Per Month	Per Year
1*	\$23.00	\$7,555.50	\$90,666.00
2	\$23.69	\$7,782.17	\$93,385.98
3	\$24.40	\$8,015.63	\$96,187.56
4	\$25.13	\$8,256.10	\$99,073.19
5	\$25.89	\$8,503.78	\$102,045.38
*to include the first 13 months of the Lease Term.			

Notwithstanding the amounts set forth above, provided Tenant is not in default under the terms and provisions of this Lease beyond any applicable cure period, and provided that Tenant is operating under the Permitted Uses, during the first month immediately following the Rent Commencement Date (the “Abatement Period”), one hundred percent (100%) of Tenant’s Fixed Minimum Rent payment shall be abated. The Additional Rent payments shall not abate during such Abatement Period. The foregoing agreement by Landlord has been made relying on Tenant’s agreement to perform all of its obligations under the Lease as and when required hereby. As a result, in the event that a default occurs under this Lease and continues beyond any applicable notice and cure period, in addition to Landlord’s other remedies which may be available to Landlord under this Lease or applicable law, Tenant shall reimburse Landlord an amount equal to the Unamortized Amount (as defined below) within thirty (30) days following Tenant’s receipt of a written invoice therefor. The term “Unamortized Amount” refers to the result obtained by multiplying the Abated Payments by a fraction, the numerator of which is the number of months which remain or would have remained during the Lease Term following the date of the event of default, the denominator being sixty one (61).

Additional Rent:

“**Additional Rent**” shall include those charges hereinafter designated as such in this Lease; if and as applicable, certain sums consisting of Additional Rent shall be estimated by Landlord for the first Lease Year or partial Lease Year that precedes the first Lease Year and provided to Tenant on or before the date Additional Rent begins. Such amounts shall thereafter be adjusted at the end of each Lease Year or partial Lease Year per the terms of the Lease. Additional Rent for the first year of the Lease Term is estimated to be \$5.13 per square foot which includes Common Area Maintenance Charges, Insurance and Taxes. Notwithstanding anything contained herein to the contrary, Tenant shall also pay Additional Rent (including, without limitation, Common Area Maintenance Charges, Insurance and Taxes) to Landlord for the period of time between the date that Tenant opens for business at the Premises until the Rent Commencement Date (such period of time being referred to as the “Initial Occupancy Period”).

Rent:

Fixed Minimum Rent, Additional Rent and all other amounts to be paid by Tenant to Landlord under this Lease.

Tenant Improvement Allowance:

An amount not to exceed \$43.11 per rentable square foot of the Premises.

Guarantors:

American Health Imaging, Inc., a Georgia Corporation

Landlord's Broker:

Drew Parks of Coldwell Banker Commercial Chicora Advantage.

Tenant's Broker:

William Ederle of Colliers International.

Reserved Parking:

Tenant may use up to two (2) parking spaces in a location directly adjacent to the Premises (or other location reasonably acceptable to Landlord and Tenant) with Tenant-provided signage stating: "Reserved Parking for American Health Imaging Customers". All such signage shall be installed and maintained in a good, first-class condition in accordance with all applicable laws, rules, regulations, Landlord-approved plans, the Signage Criteria and Declarations. Landlord shall have no obligation to enforce such reserved parking. All parking in the Development (including the above-described reserved parking spaces) shall be in common with all other tenants of the Development on a first-come, first-served basis.

Rooftop Chiller:

Subject to the conditions set forth herein and provided no Tenant default has occurred and is continuing hereunder, Landlord hereby grants to Tenant the non-exclusive right to install, maintain and operate, at Tenant's sole cost and expense, a Dimplex Thermal Solutions Model W02-10000 Chiller as further described in Exhibit F (the "**Chiller**") on the roof of the building containing the Premises and related equipment reasonably necessary for the operation of the Chiller provided such Chiller is appropriately screened so as to not be visible from the parking areas of the Development or adjoining roadways. Notwithstanding, the Tenant may use a chiller of similar brand and specification provided that the height, width and weight of the proposed chiller does not exceed the specifications of the Chiller described in Exhibit F. The location and method of installation of the Chiller shall be mutually agreed upon between Landlord and Tenant and Tenant hereby agrees to install the Chiller at Tenant's sole cost and expense, under the direct supervision of Landlord's engineer and roofing contractor, and in such a manner as will not affect Landlord's building, insurance or roof warranty. The use of the Chiller shall be limited solely to Tenant, and Landlord reserves the right, in its sole discretion, to withhold consent to any proposed subletting or assignment of the rights to use the Chiller. Tenant shall install all equipment at the sole cost and expense and risk of Tenant and shall do so in a good, workmanlike manner and in compliance with all federal, state and local building, zoning, electric, telecommunications, and safety codes and ordinances, standards, regulations, laws and requirements, including, without limitation, those set forth in the Declarations. Nothing contained herein shall impose any liability or repair obligations upon Landlord relative to the Chiller and Tenant shall indemnify and hold harmless Landlord from all claims, suits, losses and liabilities arising from Tenant's installation, maintenance, or operation of the Chiller or any cabling or piping related thereto as well as from any breach or default by Tenant under this Section, or from any injuries or damages occurring in connection therewith, whether or not caused in full, or in part, by the negligence of the Tenant. Landlord reserves the right to install any other equipment or grant additional licenses to install, maintain and operate other equipment on the roof of the building. Additionally, Landlord shall have the right to maintain and repair the roof at any time without Tenant's prior approval. Operation of the Chiller by Tenant shall not interfere with the use or operation of any existing equipment on, in or about the Development, by Landlord or any third party.

Upon the expiration or earlier termination of this Lease, at Landlord's option, Tenant agrees, while under the direct supervision of Landlord's engineer and roofing contractor, to remove the Chiller and return the roof of the building containing the Premises to the condition in which it existed as of the Delivery Date.

Effect Of Reference To A Fundamental Lease Provision: Each of the Fundamental Lease Provisions contained above shall be construed to incorporate all the references thereto contained in the other provisions of this Lease and shall be limited by such provisions. Each reference in this Lease to any of the Fundamental Lease Provisions shall be construed to incorporate all of the terms provided under each such Fundamental Lease Provision. In the event of any conflict between any Fundamental Lease Provision and the remainder of the Lease, the remainder of the Lease shall be controlling.

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

LEASE AGREEMENT

October 2019 THIS LEASE AGREEMENT (this "Lease"), made and entered into this the 25 day of October 2019, by and between C4 Grande Dunes MOB, LLC, a South Carolina limited liability company (hereinafter called "Landlord") and American Health Imaging of South Carolina, LLC, a South Carolina limited liability company (hereinafter called "Tenant");

WITNESSETH:

That for and in consideration of the mutual agreement of the parties, including the Rent agreed to be paid by Tenant to Landlord, Landlord leases and demises to Tenant, and Tenant leases, demises and rents from Landlord the Premises on the terms and conditions set out in this Lease and in the schedule annexed hereto and entitled Fundamental Lease Provisions, to-wit:

- 1. Description of Leasehold Premises.** The Premises are identified in the schedule annexed hereto entitled Fundamental Lease Provisions. The rentable square footage of the Premises is set forth on the schedule annexed hereto entitled Fundamental Lease Provisions; provided, however, Landlord shall be entitled to re-measure the Premises at any time during the Lease Term and such figure shall be deemed conclusive for all purposes hereunder.
- 2. Use.** Tenant shall use the Premises solely for the purposes described as "Permitted Uses" in the schedule annexed hereto entitled Fundamental Lease Provisions and for no other purposes.
- 3. Common Areas.** Tenant and its employees, agents, invitees and licensees are also granted the non-exclusive right, in common with others and subject to the exclusive control and management thereof at all times by Landlord, to the non-exclusive use of such of the areas as are from time to time designated by Landlord as "**Common Areas**" within the Development. These areas shall include the facilities in the Development which are designated for the general use, in common, of the occupants of the Development. Landlord will operate and maintain, or will cause to be operated and maintained, the Common Areas in a manner deemed by Landlord to be commercially reasonable and appropriate and in the best interests of the Development. Landlord will have the right to (i) establish, modify and enforce reasonable rules and regulations with respect to the Common Areas; (ii) enter into, modify and terminate easements and other agreements pertaining to the use and maintenance of the Common Areas and any portions thereof; (iii) close any or all portions of the Common Areas to such extent as may, in the opinion of Landlord, be necessary to prevent a dedication thereof or the accrual of any rights by any person or by the public therein; (iv) close temporarily any or all portions of the Common Areas; (v) change the number and location of buildings, building dimensions, number of floors in any of the buildings, store dimensions, Common Areas, the identity and type of other stores and tenants, provided only that the size of the Premises, reasonable access to the Premises and the parking facilities to be provided shall not be materially impaired; and (vi) do and perform such other acts in and to the Common Areas and improvements therein as, in the exercise of good business judgment, Landlord shall determine to be advisable.
- 4. Tenant's Acceptance of Property.** Neither the Landlord nor its agents have made any representations with respect to the Premises, the building of which the Premises is a part, the land upon which it or the Development is erected, the Development's operations, expected tenants or the Tenant's business within the Development (including, without limitation, any representations regarding the success of Tenant's business or competition within the Development) except as expressly set forth herein or as may be agreed to, in writing, by both parties, and no rights, easements, or licenses are acquired by the Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease. The taking of possession of the Premises by Tenant shall be conclusive evidence that the Tenant accepts the same "as is", that all obligations imposed upon Landlord under this Lease relating to the delivery and construction thereof by Landlord have been fully performed and that the Premises were in good condition at the time possession was taken, except such items as may be agreed upon in writing, by both parties prior to entry.

- 5. Landlord's Work and Tenant's Work.** Landlord, at its cost, shall construct upon and provide to the Premises for use and occupancy by Tenant such items of work, material and fixtures as may be specifically identified as "Landlord's Work" on Exhibit B which is attached hereto and incorporated herein by reference, and Tenant, at its cost, shall provide such items of work, material and fixtures as may be identified as "Tenant's Work" on said Exhibit B and any other work to the Premises, other than Landlord's Work, necessary for Tenant's use and occupancy thereof, all in accordance with the terms and provisions hereof. The date upon which Landlord has substantially completed Landlord's Work and delivers, or attempts to deliver, the Premises to Tenant shall be the "**Delivery Date**." Tenant acknowledges that the Delivery Date is estimated to occur within ten (10) days following the Effective Date. If the Tenant's Work requires permits from the applicable governmental authorities, Tenant shall use best, continuous efforts from and after the Effective Date to obtain such permits, and if Tenant fails to obtain such permits within ninety (90) days after the Effective Date, Landlord, at any time after such date until Tenant has obtained such permits, shall be entitled to terminate this Lease by providing written notice to Tenant. Prior to commencement of any work upon the Premises by Tenant, Tenant shall deliver to Landlord evidence satisfactory to Landlord that Tenant has obtained the insurance required to be maintained by Tenant pursuant to Paragraph 20 herein. Landlord shall be responsible, at its own expense, for compliance with all of the requirements of the Americans with Disabilities Act of 1990, as amended from time to time ("ADA"), with respect to design and construction of Landlord's Work in the Premises and with respect to design, construction and operation of the Development. Tenant shall be responsible, at its own expense for compliance with the requirement of the ADA with respect to design and construction of Tenant's Work in the Premises and the operation of Tenant's business therein. Tenant shall use its best, continuous efforts to complete Tenant's

Work and obtain a Certificate of Occupancy from the applicable governmental authorities as soon as possible after the Delivery Date.

6. Lease Term and Lease Year. The Lease Term shall be the period specified on the schedule annexed hereto entitled Fundamental Lease Provisions; provided, however, Landlord and Tenant acknowledge that this Lease, and the rights and obligations set forth herein, are effective and binding as of the Effective Date (and shall apply during the Initial Occupancy Period). Landlord estimates that it will deliver the Premises with Landlord's Work substantially completed on or about the Effective Date (the "**Target Delivery Date**"). If Landlord for any reason whatsoever cannot deliver possession of the Premises to Tenant in accordance with the terms hereof on or before the Target Delivery Date, this Lease shall not be void or voidable nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom. Notwithstanding the foregoing, in the event Landlord is unable to deliver possession of the Premises in accordance with the terms hereof on or before that date which is one hundred eighty (180) days following the Target Delivery Date, except to the extent any such delay has been caused by Tenant or any of its agents, employees or contractors or a force majeure matter, either party may elect to terminate this Lease upon written notice to the other in which event the parties hereto shall have no further rights or obligations hereunder. If Landlord should be delayed in the completion of Landlord's Work as a result of any delay caused, in whole or in part, by Tenant or any of its agents, employees or contractors, then the Rent Commencement Date shall be accelerated by the number of days of such delay.

The term, "**Lease Year**," as used herein shall be each calendar year during the Lease Term beginning on January 1. Unless the Lease Term commences on January 1 of any calendar year, the first Lease Year shall begin on the first day of January next following the commencement of the Lease Term and each succeeding Lease Year shall begin on the first day of each succeeding January during the Lease Term. Any portion of the Lease Term between the commencement of the Lease Term and the next succeeding December 31 and between the Expiration Date (or earlier date of termination, if applicable) and the immediately preceding January 1 which is not a complete Lease Year which shall be deemed a "**Partial Lease Year**".

If the Premises are vacant prior to the Delivery Date, Tenant shall have the right with the prior written consent of Landlord, at its own risk, to enter upon the Premises for the purpose of taking measurements therein and for any other reasonable purpose permitted by Landlord; provided, however, that such entry (i) shall not interfere with any work being done by or on behalf of Landlord, (ii) shall be subject to reasonable conditions set forth by Landlord (e.g., any party entering the Premises may be required to wear hardhats), and (iii) Tenant shall indemnify Landlord against any loss or liability arising therefrom.

7. Rental; When Paid. From and after the Rent Commencement Date, Tenant shall pay to Landlord the Fixed Minimum Rent which is shown on the schedule annexed hereto entitled Fundamental Lease Provisions, without setoff or deduction.

The Fixed Minimum Rent and the sums designated as Additional Rent shall be paid in equal monthly installments in advance on or before the first day of the month for which said amounts are due (or in any lump sum if so provided under this Lease); however, if the Lease Term or Initial Occupancy Period shall commence on a day other than the first day of the calendar month, the Rent for the portions of a month at the beginning of the Lease Term (or Initial Occupancy Period, as the case may be) shall be prorated and paid in advance on or before the Delivery Date (or on or before the fifth day of each month during the Initial Occupancy Period). All amounts due but unpaid after the fifth (5th) day of each month shall be subject to a late charge equal to the greater of (i) Three Hundred and No/100 Dollars (\$300.00) or (ii) three percent (3%) of the amount then due.

Failure of Landlord to furnish to Tenant amounts owed by Tenant within the time requirements as herein set forth shall not affect Tenant's obligation to pay when such amounts are billed.

In addition to the Fixed Minimum Rent, Tenant shall pay to Landlord in equal monthly installments the following sums without setoff or deduction:

- a. Intentionally Deleted.
- b. Common Area Maintenance Charge. Tenant shall pay to Landlord, as Additional Rent, Tenant's Proportionate Share (as hereinafter defined) of the Common Area Expenses (as hereinafter defined) (the amount payable by Tenant from time to time pursuant to this Paragraph 7b. being the "**Common Area Maintenance Charge**") which shall be paid by Tenant without demand, deduction or setoff as provided herein. The Common Area Maintenance Charge for each Lease Year or Partial Lease Year during the Lease Term shall be reasonably estimated by Landlord prior to the beginning of each such period and shall be payable in equal monthly installments. Tenant shall pay the monthly amount of such estimated amount along with Tenant's monthly payment of Fixed Minimum Rent hereunder (such estimated amounts of Common Area Maintenance Charge paid by Tenant hereunder being the "**Estimated CAM Payments**"). For purposes hereof, "**Tenant's Proportionate Share**" shall be deemed to be a fraction, the numerator of which shall be the number of rentable square feet of the Premises and the denominator of which shall be the total rentable square footage of all buildings in the Development.

If the actual Common Area Maintenance Charge for any Lease Year or Partial Lease Year exceeds the Estimated Common Area Maintenance Charge for the applicable period, Tenant shall, within thirty (30) days after receipt of a statement from Landlord certifying the actual Common Area Maintenance Charge for the certified period, pay to Landlord a lump sum in an amount equal to the difference between the Common Area Maintenance Charge and the Estimated CAM Payments. Landlord shall determine such amount within a reasonable period of time after the end of any Lease Year or Partial Lease Year. If the actual Common Area Maintenance Charge for any Lease Year or Partial Lease Year is less than the Estimated CAM Payments for that period, Landlord shall credit the difference

between the Estimated CAM Payments and the Common Area Maintenance Charge against future installments of Common Area Maintenance Charge payable by Tenant hereunder or during the last Lease Year, Landlord will refund such excess to Tenant within a reasonable period of time following the expiration of the Lease Term, provided Tenant is not then in default of any of its obligations under this Lease.

The term “Common Area Expenses” shall mean and include the total cost and expense paid or incurred in operating, managing and maintaining the Common Areas (including appropriate reserves), including but not limited to landscaping, parking lot repair, painting, lighting, liability insurance for the Common Areas, removal of snow, pest control, refuse, lights, payment for utilities, water, electricity and gas, costs payable under the Declarations, Common Area maintenance, operation of maintenance equipment and supplies; services, if any furnished by Landlord for the nonexclusive use of all tenants; costs incurred by Landlord for the maintenance and repair of drive isles, landscaping, detention ponds, and other offsite easements benefiting the Development, as well as an administrative fee equal to five percent (5%) of all Common Area Expenses, which shall be paid to Landlord.

c. Taxes. Tenant shall pay to Landlord, as Additional Rent, an amount equal to Tenant’s Proportionate Share of the Taxes (as defined below) (“Tenant’s Tax Share”). Tenant’s Tax Share for each Lease Year or Partial Lease Year shall be reasonably estimated by Landlord at the beginning of each such period (such estimated amounts of Tenant’s Tax Share paid by Tenant hereunder being the “Estimated Tax Payments”) and shall be payable in equal monthly installments. Tenant shall pay the monthly amount of the Estimated Tax Payments each month along with Tenant’s monthly payment of Fixed Minimum Rent hereunder. The term “Tenant’s Proportionate Share of the Taxes” shall mean a fraction, the numerator of which shall be the number of rentable square feet of the Premises and the denominator of which shall be the total rentable square footage of all buildings in the Development or on the tax parcel containing the Premises as may be reasonably determined by Landlord from time to time.

If Tenant’s Tax Share in any Lease Year or Partial Lease Year exceeds the Estimated Tax Payments for the applicable period, Tenant shall within thirty (30) days after receipt of a statement from Landlord certifying Tenant’s Tax Share for the certified period pay to Landlord a lump sum in an amount equal to the difference between Tenant’s Tax Share and the Estimated Tax Payments for the applicable period. Landlord shall determine such amount within a reasonable period of time of receipt of all the bills for Taxes for each Lease Year or Partial Lease Year. If the Estimated Tax Payments in any Lease Year or Partial Lease Year exceed Tenant’s Tax Share for that period, Landlord shall credit the difference between the Estimated Tax Payments and the Tenant’s Tax Share against future installments of Taxes payable by Tenant hereunder or during the last Lease Year, Landlord will refund such excess to Tenant within a reasonable period of time following the expiration of the Lease Term, provided Tenant is not then in default of any of its obligations under this Lease.

The term “Taxes” shall mean all governmental impositions, levies, fees, taxes, assessments or charges of every kind and nature whatsoever which are levied, assessed or imposed against the Development or any portion thereof or by reason of the ownership and operation of the Development and receipt of Rent therefrom including, without limitation, ad valorem taxes, real estate taxes, any other tax on rents or real estate, water or sewer and all other governmental exactions from time to time directly or indirectly assessed or imposed upon the Development including any interest on the same that may be incurred and/or the portion of the land upon which it is situated, including all costs and fees paid or incurred by Landlord in contesting, or in negotiating with the public authorities as to the amount of such assessments, charges or taxes or the basis upon which the same shall be assessed.

During the entire Lease Term, Tenant shall pay promptly when due all taxes imposed upon Tenant’s business and upon all personal property of Tenant used in connection therewith.

d. Insurance. Tenant shall pay to Landlord, as Additional Rent, an amount equal to Tenant’s Proportionate Share of Insurance Costs (as defined below) (“Tenant’s Insurance Share”). Tenant’s Insurance Share for each Lease Year or Partial Lease Year shall be reasonably estimated by Landlord prior to the beginning of each such period and shall be payable in equal monthly installments. Tenant shall pay the monthly amount of such estimated amount along with Tenant’s monthly payment of Fixed Minimum Rent hereunder (such estimated amounts of Tenant’s Insurance Share paid by Tenant hereunder being the “Estimated Insurance Payments”). For purposes of this lease the term “Tenant’s Proportionate Share of Insurance Costs” shall be deemed to be a fraction, the numerator of which shall be the number of rentable square feet of the Premises and the denominator of which shall be the total rentable square footage of all buildings in the Development.

If the Tenant’s Insurance Share in any Lease Year or Partial Lease Year exceeds the Estimated Insurance Payments for the applicable period, Tenant shall within thirty (30) days after receipt of a statement from Landlord certifying the Tenant’s Insurance Share for the certified period pay to Landlord a lump sum in an amount equal to the difference between the Tenant’s Insurance Share and the Estimated Insurance Payments. Landlord shall determine such amount within a reasonable period of time after the end of each Lease Year or Partial Lease Year. If the Estimated Insurance Payments in any Lease Year or Partial Lease Year exceed the Tenant’s Insurance Share for that period, Landlord shall credit the difference between the Estimated Insurance Payments and the Tenant’s Insurance Share against future installments of Insurance Costs payable by Tenant hereunder or during the last Lease Year, Landlord will refund such excess to Tenant within a reasonable period of time following the expiration of the Lease Term, provided Tenant is not then in default of any of its obligations under this Lease.

The term “Insurance Costs” shall mean and include the cost(s) to Landlord for insurance obtained by Landlord in connection with property and liability insurance risks at the Development and because of anything done, caused to be done, permitted or omitted by the Tenant. Landlord, and Landlord’s mortgagees, reserve the right to increase the foregoing amount of property and liability insurance coverage from time to time as is required to protect the Development, for coverage which are commercially reasonable for a Development of the size and quality of the Center. If the premium rate for any kind of insurance affecting the Development shall be increased, Tenant agrees

that the amount of the increase in premium or additional cost(s) which the Landlord shall thereby be obligated to pay for such insurance shall be paid by the Tenant to the Landlord, on demand from Landlord.

Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will violate Landlord's policies of hazard or liability insurance or otherwise violate any other insurance policy(ies) carried by Landlord on the Premises or on the Development or which will prevent Landlord from procuring such policies in companies acceptable to Landlord. Tenant further agrees to pay on demand from Landlord any increase in premiums on insurance carried by Landlord to the extent that such increase is connected to Tenant's use of the Premises and/or the Development.

e. Trash. Landlord shall provide trash collection services from the trash dumpsters under Landlord's control located within the Development, and the cost of such shall be included in Common Area Expenses. Tenant shall be responsible for removing all trash from the Premises on a regular basis and placing same within trash dumpsters designated by Landlord from time to time for Tenant's use.

f. Utilities and Services. Tenant shall pay for all electricity, gas, heating, lighting, ventilating, air conditioning, water, sewer, custodial services and other utilities and services supplied to the Premises. If any such utilities or charges are not separately metered or assessed or are only partially separately metered or assessed and are used in common with other tenants in the Development, Tenant will pay to Landlord its share (as reasonably determined by Landlord) of such utility charges.

g. Additional Rent. In the event Tenant shall fail to comply with the covenants set forth in Paragraphs 12j. and 12u., then in either of such events Tenant shall pay to Landlord the sum of One Hundred Dollars (\$100.00) per day as Additional Rent hereunder for Tenant's breach of such covenant(s) for so long as Tenant is in breach of such covenant(s). In the event Tenant shall fail to comply with any of the covenants set forth under Paragraph 14, then in either of such events Tenant shall pay to Landlord the sum of ONE HUNDRED DOLLARS (\$100.00) per day as Additional Rent for each day Tenant remains in breach of such covenant(s).

Landlord and Tenant mutually agree that such Additional Rent shall constitute reasonable liquidated damages due Landlord for Tenant's failures described in this Paragraph 7g. Landlord's right to receive such Additional Rent for such failures shall be in addition to its rights and remedies set forth in this Lease, and the receipt of same by Landlord hereunder shall not constitute a waiver by Landlord of its right to exercise the rights and remedies set forth in this Lease.

8. Address of Landlord and Tenant; Notices. All Rent to be paid hereunder and all written communications by Tenant to Landlord shall be delivered to Landlord at such address as is shown on the schedule annexed hereto entitled Fundamental Lease Provisions or to such other person, firm or corporation and/or at such other place as shall be designated by Landlord by notice to Tenant (which notice may be provided via e-mail to a Tenant representative, notwithstanding anything contained herein to the contrary).

All written communications by Landlord to Tenant shall be delivered to the address specified in the schedule annexed hereto entitled Fundamental Lease Provisions.

All notices required under this Lease shall be in writing, signed by the party giving such notice and transmitted by personal delivery, overnight courier, prepaid, or certified or registered mail, postage prepaid, and shall be deemed given upon delivery or attempted delivery, if such delivery is refused, as noted on the applicable receipt or records of the party delivering or attempting to deliver same.

9. Repairs.

a. Landlord shall be responsible for repairs upon the roof and exterior walls of the Premises, and all repairs and maintenance of the Common Areas of the Development, which shall be commenced within ten (10) days following receipt of written notice from Tenant of the need for any such repair and completed within a reasonable period thereafter. Tenant shall be responsible for the costs and expenses of any maintenance, repair and replacement of any glass and doorways, and any roofing and exterior walls if the necessity therefor should be the result of Tenant's negligence or willful misconduct or the negligence or willful misconduct of any agent, employee, customer, invitee or licensee of Tenant.

b. Tenant shall keep its storefront and the interior of the Premises in good repair, maintaining and replacing, when necessary, all electrical, plumbing, heating, ventilating, air conditioning ("**HVAC**") and other mechanical installations and shall maintain and repair all doors (exterior and interior) and all plate glass and window glass, effecting all such repairs and replacements at its own expense and employing materials and labor of a kind and quality equal to the original installations. If Tenant fails to replace or repair equipment or other installations in or about the Premises as above provided, then immediately after advising Tenant in writing as to the necessity therefor, Landlord may accomplish the required work and add the cost thereof to the next due rental installment(s), but Tenant shall not be liable to the Landlord for any failure to fulfill the obligations of this Paragraph 9b. until such time as the Tenant shall be notified, as aforesaid, in writing of the requirements therefor. Tenant, at its sole cost and expense, agrees to keep in force a standard maintenance agreement on all HVAC equipment and to provide a copy of such maintenance agreement to Landlord. The agreement shall require a semiannual inspection of such equipment and the ducts within any such system and Tenant will furnish Landlord with semiannual certifications by the inspection company that such equipment is in good repair. Any repairs or replacement required to be made to such HVAC equipment shall be done or made only by such persons or corporations as have been approved in advance by Landlord. Tenant shall also be responsible for the installation and maintenance of all applicable fire extinguishers, life safety

equipment and related equipment required by applicable law and for the periodic maintenance and servicing of same consistent with applicable laws, regulations and manufacturer's recommendations.

10. Alterations. Tenant shall effect no alteration to the exterior or the roof of the Premises or the building of which same is a part, nor shall Tenant effect any alteration in or about the Premises that would affect any systems serving the Premises, such building or the Development or which can be seen from the exterior of the Premises, without in each such instance obtaining the prior written consent of Landlord, which may be granted, withheld or conditioned in Landlord's sole discretion. Except as provided in the immediately preceding sentence, Tenant shall effect no alteration to the interior of the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld or conditioned, regardless of whether the improvements are visible from the exterior of the Premises, relative to both the plans and specifications of such alterations and the contractor performing such alterations; provided, however, interior cosmetic alterations (e.g., painting, carpeting, etc.) which do not impact building systems (e.g., electrical, plumbing HVAC, etc.) and which do not exceed \$20,000 in the aggregate for all such alterations during any Lease Year shall not require Landlord's prior consent, but Tenant shall in any event provide Landlord with notice of such alterations not less than five (5) business days prior to commencement of same. Any alteration or improvement made within the Premises which results in any damage to the Premises shall be repaired by Tenant at the request of Landlord and in any event at the termination of the Lease. Except as otherwise provided, all alterations, improvements and additions to the Premises shall remain thereon at the termination of the Lease and shall become the property of Landlord unless Landlord shall notify Tenant to remove same, in which latter event Tenant shall remove same prior to the Expiration Date and restore the Premises to the same condition in which they were found prior to the commencement of work resulting in the alterations, improvements and additions.

11. Furniture and Fixtures. Tenant may install furniture and fixtures within the Premises at Tenant's sole expense and the same shall remain Tenant's property if Tenant removes such furniture and fixtures prior to the expiration of the Lease. If the removal or installation of such furniture and fixtures results in any damage to the Premises, Tenant shall repair same and restore the Premises to the condition in which they were found immediately prior to the installation, normal wear and tear excepted.

12. Covenants. Tenant covenants with and for the benefit of Landlord:

a. To comply with all requirements of any State or Federal statute or local ordinance or regulation applicable to the Premises, Tenant or its use of the Premises including, but not limited to, those which require the making of any structural, unforeseen or extraordinary changes and to save Landlord harmless from penalties, fines, costs, expenses or damages resulting from failure to do so;

b. To give to Landlord prompt written notice of any accident, fire or damage occurring on or to the Premises and the Common Areas;

c. To load and unload goods only at such times, in such areas and through such entrances as may be designated for such purposes by Landlord and to prohibit all trucks and trailers which have moved upon Development property on account of Tenant's conduct of business from remaining overnight in any portion of the Development;

d. To make such arrangement as Landlord may reasonably require from time to time for the storage and disposal of all garbage and refuse;

e. To keep the Premises sufficiently heated to prevent freezing of water in pipes and fixtures;

f. Not to burn, place or permit any rubbish, obstructions or merchandise in areas outside of the Premises;

g. To keep the Premises clean, orderly, sanitary and free from debris, objectionable odors and from insects, vermin, rodents and other pests;

h. To park Tenant's vehicles and to require Tenant's directors, officers, employees, agents, contractors, sub-tenants, licensees and concessionaires to park their vehicles only in those portions of the parking area or at such other places as are designated for that purpose by Landlord;

i. To replace promptly any cracked or broken glass with glass of like grade and quality;

j. intentionally deleted;

k. To conduct its business in the Premises in all respects in a diligent and dignified manner, to refrain from using any sales promotion device or practice that would tend to mislead or deceive the public or, directly or indirectly detract from or impair the reputation or dignity of the Development, to refrain from installing or permitting the installation of video or other electronic games and keep the Premises in first class condition in accordance with the highest standards of operation of similar businesses, and to ensure that Tenant's employees do not loiter in the Common Areas or any other tenant space in the Development;

l. To comply with any and all reasonable rules and regulations of Landlord in connection with the Premises, the building of which the Premises are a part or the Development which are in effect at the time of the execution of this Lease as set forth in this Lease or which may from time to time be promulgated by Landlord in its sole discretion;

- m. To install such fire extinguishers and other safety equipment as Landlord may require and to comply with the recommendations of Landlord's insurance carriers and their rate making bodies;
- n. To pay promptly to Landlord all Fixed Minimum Rent and Additional Rent and all other charges due to Landlord pursuant to the terms of this Lease before the same shall become delinquent;
- o. To paint and keep the interior of the Premises, *including the storefront*, in good condition and repair and to deliver the Premises to Landlord at the end of the Lease Term in as good condition as they were when received by Tenant, excepting only normal wear and tear and repairs required to be made by Landlord;
- p. To operate a business in the Premises only for the Permitted Uses shown on the schedule annexed hereto entitled Fundamental Lease Provisions;
- q. To contract for termite and pest extermination services for the Premises which shall be rendered no less frequently than semi-annually and to deliver to Landlord a certificate evidencing such services;
- r. [Intentionally Deleted];
- s. [Intentionally Deleted];
- t. Tenant's heating or air conditioning facilities shall be operated during all hours that Tenant is open for business, including but not limited to the minimum hours hereinafter referred to, and at such times as Tenant is using the Premises for inventory or other non-business purposes;
- u. To refrain from doing each and every one of the following:
 - i. Using the Premises in any manner which, in Landlord's opinion, is or may be harmful to the buildings or disturbing to other tenants in the Development;
 - ii. Installing or permitting the installation of video or other electronic games;
 - iii. Pasting or otherwise affixing any merchandise or any advertising material closer than twelve inches (12") to the interior side of any such display window or door;
 - iv. Placing any machines, equipment or materials of any kind outside of the confines of the Premises without the prior written consent of Landlord, which may be granted, withheld or conditioned in Landlord's sole discretion;
 - v. Permitting, allowing or causing to be used in or about the Premises or other portions of the Development any radios, sound systems, mechanical or moving display devices, motion picture or television devices, excessively bright lights, changing, flashing, flickering or moving lights or lighting devices or any similar advertising media or devices, the effect of which shall be visible or audible from the exterior of the Premises;
 - vi. Causing or permitting any noxious, disturbing or offensive odors, fumes or gases, or any smoke, dust, steam or vapors, or any loud or disturbing noise or vibrations to originate in or be emitted from the Premises;
 - vii. Permitting any act to be performed or any practice to be adopted or followed in or about the Premises which, in Landlord's opinion, may detract from or impair the reputation of the Development;
 - viii. Causing or suffering to be done, any act, matter or thing objectionable to insurance companies whereby any hazard insurance or any other insurance now in force or hereafter to be placed on the Development or on any part thereof may become void or be suspended, or whereby the insurance premiums payable by Landlord, or by any tenant of Landlord, may be increased;
 - ix. [Intentionally Deleted];
 - x. Attaching any awning, antenna or other projection to the outside walls of the Premises or the building of which the Premises are a part;
 - xi. Committing or suffering to be committed by any person any waste upon the Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the Development, or which may disturb the quiet enjoyment of any person within five hundred feet of the boundaries of the Development;
 - xii. Soliciting business for itself, or permitting its licensees, concessionaires or subtenants to solicit business in the parking or other Common Areas and distributing handbills or other advertising matter in or on automobiles parked in a parking area or in other Common Areas; or
 - xiii. [Intentionally Deleted]

13. Hazardous Substance. Throughout the Lease Term, Tenant shall not cause, permit or allow any chemical substances, asbestos or asbestos-containing materials, formaldehyde, polychlorinated biphenyls, and no toxic, carcinogenic, radioactive, dangerous or hazardous material, substance, waste, contaminant, or pollutant regulated now or hereafter by any governmental entity or agency (collectively, "**Hazardous Materials**") to be placed, stored,

dumped, dispensed, released, discharged, used, sold, transported, or located on or within any portion of the Premises or the Development by itself or its servants, agents, employees, contractors, subcontractors, licensees, assignees or subtenants; provided, however, minor quantities of Hazardous Materials may be used or stored in the Premises for cleaning purposes only or in connection with the use of office equipment and the normal operation of Tenant's business only, so long as such quantities and the use thereof are permitted by or are exempt from applicable governmental regulation, and provided that Tenant's use, storage, transportation and disposition thereof is performed in accordance with all applicable governmental laws and regulations and manufacturer's recommendations. Tenant agrees to give Landlord prompt written notice of any discovery, discharge, release or threatened discharge or threatened release of any Hazardous Materials on or about the Premises or the Development. Tenant agrees to promptly clean up any Hazardous Materials which are placed in the Premises or the Development by Tenant or its servants, agents, employees, contractors, subcontractors, licensees, assignees or subtenants and to remediate and remove any such contamination relating to the Premises or Development, as appropriate, at Tenant's cost and expense, in compliance with all applicable laws, ordinances, rules and regulations then in effect and to Landlord's satisfaction, at no cost or expense to Landlord. Additionally, Tenant hereby agrees to indemnify and hold harmless Landlord and Landlord's partners, officers, directors, members, affiliates, employees and agents from and against all loss, cost, damage, liability and expense (including attorneys' fees and expenses) arising from or relating to any Hazardous Materials which are placed in the Premises or the Development by Tenant or its servants, agents, employees, contractors, subcontractors, licensees, assignees or subtenants. The terms and provisions in this Paragraph 13 shall survive the termination or earlier expiration of this Lease.

14. Tenant's Signs. Tenant, at its expense, shall furnish and install, prior to the Opening Date, and maintain at an appropriate location on the exterior of the Premises that is prior approved by Landlord in writing, an identification sign of such design, content, form and material as it may select for the purpose of designating its business. Such sign shall be approved by Landlord in writing prior to installation and shall comply with (i) the Sign Criteria set out on Exhibit C which is attached hereto and incorporated herein, (ii) any applicable governmental regulations and (iii) the Declarations. Landlord shall have the exclusive right to use the roof and Tenant shall not affix any sign, aerial or satellite dish to the roof of the Premises.

Tenant shall not install any temporary sign(s) in, upon or about the interior or exterior of the Premises at any time prior to or after the Opening Date without the prior written consent of Landlord, the requirements of any governmental authority or requirements of any third party provided for in the Declarations. Violation of this provision shall constitute a default under this Lease, and furthermore shall obligate Tenant to pay the Additional Rent set forth in Paragraph 7g. of this Lease.

Tenant further agrees that its failure to have its exterior identification sign, as required under this Lease and in accordance with the Sign Criteria (Exhibit C) of this Lease, installed prior to the Opening Date shall:

- i. constitute a default under this Lease;
- ii. prohibit Tenant from opening its business on the Premises until said sign is installed, or in the event Tenant has opened its business then Tenant shall be required to close its business until said sign is installed, which in any event shall not release Tenant from its covenant to pay Rent or otherwise relieve Tenant from any monetary obligation under this Lease; and
- iii. require Tenant to pay the Additional Rent set forth in Paragraph 7g. of this Lease, in addition to all other Rent due and payable by Tenant to Landlord under this Lease. Only with the prior written consent of Landlord shall Tenant be permitted to open its business on the Premises prior to the date Tenant has installed said identification sign.

15. Landlord's Privileges. In addition to the other rights and privileges of Landlord herein or by law granted, Landlord shall have the following rights and privileges:

- a. To go upon and inspect the Premises at any reasonable time upon at least 24 hours advance written notice to Tenant (except in cases of emergency in which event no notice shall be required) and at Landlord's option make repairs, alterations and additions thereto or to other portions of the Development, which right, in the event of an emergency, shall include the right of Landlord to forcibly enter said Premises without rendering Landlord or Landlord's agents or employees liable therefor;
- b. To install, maintain, use and repair pipes, ducts, conduits, vents and wires leading in, through, over or under the Premises;
- c. To display "For Rent" signs within the Premises at prominent locations at any time within the last six (6) months of the Lease Term;
- d. To install, place upon or affix to the roof and exterior walls of the Premises such signs, displays, antennae and other objects or structures as Landlord shall deem necessary or appropriate for the promotion, operation, expansion, maintenance or repair of the Development; and
- e. To make alterations on or additions to the building in which the Premises are located, to build additional stories thereon, and to build adjacent to or adjoining the Premises. Landlord reserves the right to construct and improve other buildings and add to any existing building or improvement in the Development, and to permit others to do so. Said alterations or additions may temporarily restrict or diminish the free flow of traffic in the Development or temporarily create noise or other annoyances which, absent this provision, could be construed to interfere with Tenant's enjoyment of the Premises and to the enjoyment of an access to the Premises by Tenant's subtenants, employees and invitees. The exercise by Landlord of any of its rights, whether herein enumerated or

otherwise, shall never be deemed to be an eviction of Tenant (or of Tenant's subtenant) nor a disturbance of the use and possession of said Premises by Tenant, Tenant's subtenants, employees and customers.

16. Damages to Premises.

- a. If the Premises are damaged or destroyed by fire, storm, Act of God, war, riot, unavoidable accident, public enemy or other casualty to such an extent that greater than twenty percent (20%) of the rentable square footage thereof is rendered untenable as a result thereof, Landlord reserves the right of either terminating this Lease or restoring the Premises to the condition in which they were prior to such damage or destruction. If Landlord should elect to reconstruct the Premises, Tenant is to be advised in writing by Landlord within a period of forty-five (45) days after said damage or destruction that Landlord will speedily and as soon as practicable repair and restore the Premises to the condition above set forth. During the time required for repairing and restoring the Premises as aforesaid, to the extent that the same are rendered untenable the Fixed Minimum Rent shall abate on a per diem basis in proportion to that portion of the Premises rendered untenable; provided, however, any such abatement shall not be effective for the first six (6) months of such period, as Tenant shall rely solely on the business interruption insurance to be carried by it pursuant to Paragraph 20 herein during such period and shall pay to Landlord all Rent payable during such period.
- b. If the Premises, or any part thereof, should be damaged by fire, storm, war, riot, Act of God, unavoidable accident, public enemy or other casualty to such an extent that less than twenty percent (20%) of the rentable square footage thereof is rendered untenable as a result thereof, Landlord shall, to the extent of available insurance proceeds, speedily and as soon as practicable after such destruction repair and restore the Premises to the condition in which they were prior to such damage or destruction, during the time required for repairing or restoring. In the event of any such casualty event, Rent shall not abate.
- c. Notwithstanding the above, if (i) the Premises are damaged or destroyed by a casualty not covered by Landlord's insurance, (ii) such damage to the Premises is suffered during the last two (2) years of the then current Lease Term and the damage is sufficiently extensive to result in the entire suspension of Tenant's business, however temporary, (iii) the proceeds of any insurance are not made available to the Landlord, or (iv) if a material portion of the Development is damaged (whether or not the Premises is damaged), then Landlord at its option may elect to terminate this Lease by providing written notice to Tenant.

17. Eminent Domain. If more than twenty percent (20%) of the rentable square footage of the Premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, then either party hereto shall have the right to terminate this Lease effective on the date physical possession is taken by the condemning authority.

If less than twenty percent (20%) of the rentable square footage of the Premises is taken for any public or quasi-public use in said manner, this Lease shall not terminate. However, in the event any portion of the Premises is taken and the Lease not terminated, the Fixed Minimum Rent specified herein shall be reduced during the unexpired Lease Term in proportion to the area of the Premises so taken. Any such reduction shall be effective on the date physical possession is taken by the condemning authority.

If any portion of the Common Areas is taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, this Lease shall continue in full force and effect, without reduction in Rent or other changes in the terms of this Lease unless the area so taken shall exceed twenty-five percent (25%) of the total number of square feet in the Common Areas, in which event Landlord may terminate this Lease, or, if such taking prohibits access to the Premises, Tenant shall be entitled to terminate this Lease.

Any election to terminate this Lease following condemnation shall be evidenced by written notice of termination delivered to the other party not later than thirty (30) days after the date on which physical possession is taken by the condemning authority and shall be deemed effective as of the date of said taking. If, however, the Lease is not terminated following a partial condemnation, Landlord shall promptly make all necessary repairs or alterations to the Development which are required by the taking.

All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) whether for the whole or a part of the Premises, shall be the property of the Landlord, whether such award is compensation for damages to Landlord's or Tenant's interest in the Premises, and Tenant hereby assigns all of its interest in any such award to Landlord; provided, Landlord shall have no interest in any separate award made to Tenant for loss of business, costs to relocate from the Premises or for the taking of Tenant's fixtures and other property within the Premises. Under no circumstances shall Tenant's claim for such award reduce or diminish Landlord's award nor shall Tenant have a claim for loss of its leasehold estate.

18. Tenant Default.

- a. If one or more of the following events (each being an "**Event of Default**") shall occur: (i) if Tenant shall fail to pay any Rent when due in accordance with the terms of this Lease; or (ii) if Tenant shall fail to keep or perform or abide by any other requirement, term, condition, covenant or agreement of this Lease or of the Rules and Regulations now in effect or hereafter adopted or of any notice given Tenant by Landlord pursuant to the terms of this Lease and such default shall continue for a period of ten (10) days after notice to Tenant of such default (provided, if the nature of such default is such that it cannot be cured within ten (10) days, such period shall be extended for a reasonable period (not to exceed a total period of thirty (30) days) if Tenant commences such cure within such ten (10) day period and thereafter diligently pursues the completion of same); or (iii) if Tenant (or if any partner or member in Tenant) or any Guarantor shall file a petition in bankruptcy or take or consent to any other action seeking any such

judicial decree or shall file any debtor proceeding or a petition for an arrangement or for corporate reorganization or shall make any assignment for the benefit of its creditors or shall admit in writing its inability to pay its debts generally as they become due or if any court of competent jurisdiction shall enter a decree or order adjudicating it bankrupt or insolvent or if any trustee or receiver for Tenant or for any substantial part of its property be appointed or if any person shall file a petition for involuntary bankruptcy against Tenant and such appointment or petition shall not be stayed or vacated within a reasonable period of time or entry thereof or if Tenant's interest hereunder shall pass to another by operation of law in any other manner; or (iv) if Tenant's interest in this Lease or the Premises shall be subjected to any attachment, levy or sale pursuant to any order or decree entered against Tenant in any legal proceeding and such order or decree shall not be vacated within fifteen (15) days of entry thereof; then and in any such event Landlord without declaring a termination of this Lease (which right is, however, unconditionally and absolutely reserved) may at its election exercise any one or more or all of the following remedies in addition to any other remedies available to Landlord at law, in equity or pursuant to the terms of this Lease.

b. Upon the occurrence of an Event of Default, the Landlord shall have all rights and remedies allowed at law, in equity, by statute, including, but not limited to the right of summary ejectment and otherwise, and in addition, without notice or demand, Landlord may:

- i. Terminate the Lease;
- ii. With or without terminating the Lease, terminate Tenant's right to possession of the Premises, and re-enter and relet the Premises; and

iii. Recover from Tenant such damages as are caused by Tenant's default, including all costs of recovering and reletting the Premises, and Tenant shall remain liable to Landlord for the total amount of Rent and all other charges (which may, at Landlord's election, be accelerated to be due and payable in full as of the default by Tenant and recoverable as damages in a lump sum) as would have been payable by Tenant hereunder for the remainder of the Lease Term. Termination of Tenant's right to possession shall not relieve Tenant of its liability hereunder and the obligations created hereby shall survive any such termination. Landlord shall mitigate its damages because of Tenant's default to the extent required by law; provided, however, in mitigating Tenant's damages, it shall be deemed reasonable for Landlord to withhold its consent to any proposed replacement tenant if: (i) such tenant's use would violate any then-existing exclusive use of any tenant of the Development, (ii) such tenant's use would have a material adverse impact on parking for the Development, or (iii) such tenant's use would adversely affect the overall tenant mix in the Development or otherwise be inconsistent with the character and reputation of the Development.

c. Tenant shall be liable to Landlord for all costs Landlord shall incur in repossessing or reletting the Premises or collecting sums due to Landlord, including court costs, reasonable attorneys' fees, and the amount of any unamortized construction allowance and leasing commissions. Tenant shall have no recourse against Landlord should Landlord exercise said rights in accordance with this Article 18.

19. Landlord's Performance For Account of Tenant. In addition to the rights and remedies set forth in Paragraph 18, if an Event of Default occurs or if Tenant fails to perform any obligation hereunder and such failure, in Landlord's reasonable opinion, creates an emergency situation or affects the value or integrity of the Premises or any other portion of the Development, then Landlord may perform any such obligations on behalf of Tenant. Any amount paid or expense or liability incurred by Landlord in the performance of any such matter for the account of Tenant shall be deemed to be additional Rent and the same together with interest thereon at the rate of eighteen percent (18%) per annum from the date upon which any such expense shall have been incurred may be added, at the option of Landlord, to any Rent then due or thereafter falling due hereunder. Nothing contained herein shall be construed to obligate Landlord to perform any such obligations or to prevent Landlord from immediately collecting from Tenant by suit or otherwise, any such sums with interest.

20. Insurance-Indemnity. During the Lease Term, Tenant, its assignees and sublessees shall protect, defend, indemnify and save Landlord and Landlord's officers, directors, employees, and agents harmless from any and all claims, penalties, or demands, including court costs and attorneys' fees, whatsoever arising, directly or indirectly, out of or from (a) Tenant's use or occupancy of the Premises or the Development; (b) any breach or default in the performance of any obligation of Tenant; and (c) any act, omission or negligence of Tenant, its agents, contractors, licensees, invitees or employees. Tenant shall, at its own cost and expense, defend any and all actions, suits and proceedings which may be brought against Landlord with respect to any of the foregoing. Tenant shall pay, satisfy and discharge any and all judgments, orders and decrees which may be received against Landlord in connection with the foregoing. In the event Landlord or any other party so indemnified, shall, without fault, be made a party to any litigation commenced by or against Tenant, or if Landlord or any other indemnified party shall, at its sole discretion, intervene in such litigation to protect its interest hereunder, then Tenant shall hold them harmless and shall pay all costs, expenses and attorneys' fees incurred by such party(ies) in connection with such litigation. Landlord shall endeavor in good faith to promptly notify Tenant of any claim for indemnity.

Tenant shall keep in force, during the Lease Term and any renewal or extension thereof, (i) worker's compensation insurance as required by law, including Employers Liability coverage in an amount of \$100,000 for each accident, \$100,000 per person for disease, and \$500,000 policy limit for disease; (ii) with respect to alterations, improvements, and the like required of or permitted to be made by Tenant hereunder if not covered by (v) below, builder's risk insurance; (iii) business interruption insurance which provides at least six (6) months of coverage for all Rent payable by Tenant for such period for any reason that Tenant's business operations are interrupted (including, without limitation, a casualty affecting the Premises); (iv) commercial general liability insurance protecting against any and all claims for injury to persons or property occurring in or about the Premises and protecting against assumed or contractual liability under this Lease with respect to the Premises and the operations of Tenant, with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, for bodily injury and property damage, including products liability and specifically including liquor liability insurance covering consumption of alcoholic beverages by customers, licensees,

agents, employees, invitees or guests of Tenant; (v) property damage insurance protecting Tenant, Tenant's merchandise, trade fixtures, furnishings, equipment and personal property, and anyone claiming by, through or under Tenant located on or in the Premises, against loss or damage by fire and such other risks that are insurable under the then-available standard form of "Special Cause of Loss" policy (previously known as "all-risk" policies), excluding, however, earthquake and flood, but specifically including water damage, in a coverage amount equal to one hundred percent (100%) of the full replacement value thereof, provided that any and all proceeds of such insurance shall be used to repair or replace or pay for the items so insured so long as this Lease shall remain in effect; and (vi) umbrella liability coverage in a minimum amount of not less than \$5,000,000 to apply as excess coverage over commercial general liability, workers compensation and liquor liability. All insurance policies herein to be procured by Tenant shall be issued by insurance companies reasonably satisfactory to Landlord and authorized to do business in the State in which the Premises are located, and all such policies shall be written as primary policy coverage and non-contributing with respect to any coverage that Landlord may carry. Tenant's commercial general liability insurance shall include Landlord, any ground lessor of the property underlying the Premises, and any parties in interest designated by Landlord as additional insured. Neither the issuance of any insurance policy required hereunder, nor the minimum limits specified herein with respects to Tenant's insurance coverage, shall be deemed to limit or restrict in any way Tenant's liability arising out of this Lease. Any insurance required to be carried hereunder may be carried under a blanket policy covering the Premises and other locations of Tenant, provided that each such policy complies in all respects with this Paragraph. In addition, all such policies shall provide that they shall not be canceled for any reason unless and until Landlord is given fifteen (15) days' notice in writing by the insurance company. The insurance policies or other evidence of coverage satisfactory to Landlord shall be deposited with Landlord upon the earlier to occur of the following: (x) within ten (10) days following the Delivery Date, or (y) prior to the date that Tenant or any of Tenant's agents, employees, contractors, subcontractors or any other party acting by, through or under Tenant enters the Premises for any purpose, including, without limitation, performing any of Tenant's Work.

Landlord and Tenant hereby release the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any other perils insured in policies of insurance covering such property, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. All of Tenant's policies of insurance shall contain waiver of subrogation endorsements in favor of Landlord and copies of same shall be delivered to Landlord upon request.

21. Personal Property. Tenant agrees that all personal property in said Premises shall be and remain at Tenant's sole risk, and Landlord shall not be liable for any damage to, or loss of such personal property arising from any acts of negligence of any persons other than Landlord's employees or from fire, or from the leaking of the roof, or from the bursting, leaking, or overflowing of water, sewer, or steam pipes, or from malfunctions of the heating, plumbing, or electrical systems, or from any other cause whatsoever. Tenant expressly agrees to indemnify and save Landlord harmless in all such cases.

22. Intentionally deleted.

23. Application of Payments Received From Tenant. Landlord, acting in its sole discretion, shall have the right to apply any payments made by Tenant to the satisfaction of any debt or obligations of Tenant to Landlord regardless of the instructions of Tenant as to application of any sum whether such instructions be endorsed upon Tenant's check or otherwise, unless otherwise agreed upon by both parties in writing. The acceptance by Landlord of a check or checks drawn by others than Tenant shall in no way affect Tenant's liability hereunder nor shall it be deemed an approval of any assignment of this Lease by Tenant. Landlord's acceptance of any partial payment of Rent shall not waive Landlord's rights set forth in Paragraph 18 herein.

24. Assignment or Subletting. Tenant shall not, either voluntarily or by operation of law, sell, assign, mortgage, hypothecate or encumber this Lease nor sublet or permit the Premises or any part thereof to be used by others (each being an "Occupancy Transaction"), without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Provided, however, it shall not be deemed unreasonable if Landlord withholds its consent to any Occupancy Transaction for any of the following reasons: (i) the proposed assignee, subtenant, occupant or party involved in the proposed Occupancy Transaction (each being a "**Proposed Transaction Party**") does not assume all Tenant's obligations under this Lease (including, without limitation, the obligations related to the Permitted Uses) in form and content reasonably satisfactory to Landlord, (ii) the Proposed Transaction Party does not have a net worth that is equal to or greater than the net worth then being used by Landlord to evaluate potential tenants for the Development, (iii) the Proposed Transaction Party or any affiliate thereof has filed for bankruptcy or filed any petition or answers seeking any reorganization, arrangement, liquidation, dissolution or similar relief within three years prior to the date of the proposed Occupancy Transaction, (iv) the Proposed Transaction Party or any affiliate thereof has previously defaulted on a lease agreement or purchase agreement with Landlord or an affiliate or subsidiary of Landlord, or (v) the Proposed Transaction Party does not have experience relating to the Permitted Uses that is substantially similar to the experience of Tenant as of the Effective Date. If any Occupancy Transaction is for rent in excess of the Rent payable hereunder, Tenant shall pay any such excess to Landlord as additional Rent. If any Occupancy Transaction occurs, Landlord, in the event of default by Tenant, may collect rent directly from the Proposed Transaction Party and apply the amount collected to the Rent due from Tenant. Such action by Landlord shall not constitute a waiver of this provision nor a release of Tenant from any obligation under this Lease. The consent of Landlord to an Occupancy Transaction shall not be construed to relieve Tenant from obtaining the written consent of Landlord to any further Occupancy Transaction. Further, no Occupancy Transaction shall relieve Tenant from liability hereunder, Tenant hereby acknowledging that Tenant shall remain fully liable for all obligations hereunder accruing prior to and after the applicable Occupancy Transaction. Any Occupancy Transaction under this Lease automatically cancels any options to extend the Lease Term which may have been granted hereunder.

Upon notice to Landlord of a proposed Occupancy Transaction of all or any portion of the Premises for the balance of the Lease Term (the "**Proposed Space**"), Landlord shall have the option within thirty (30) days after its receipt of such notice, to terminate this Lease with respect to the Proposed Space, whereupon the parties hereto shall

have no further rights or liabilities with respect to the Proposed Space except for those accruing prior to the effective date of such termination and as otherwise expressly set forth herein.

In the event of a proposed Occupancy Transaction, Tenant shall submit to Landlord, in writing, such information as Landlord may reasonably require, including, but not limited to (i) the name of the Proposed Transaction Party, (ii) current financial statements, if any, available to Tenant disclosing the financial condition of the Proposed Transaction Party, (iii) the nature of the business of the Proposed Transaction Party, and its proposed use of the Premises (any assignment or subletting being subject to restrictions on use contained in this Lease), and (iv) the proposed commencement date of the Occupancy Transaction, together with a copy of the proposed documentation relating thereto.

Tenant shall pay to Landlord, as Additional Rent, any and all costs and expenses and any other administrative costs, overhead and attorneys' fees, plus all out-of-pocket expenses, incurred by Landlord in connection with such Occupancy Transaction. Such costs and expenses shall be paid as follows: (i) Tenant shall pay to Landlord a review fee (the "**Review Fee**") in the amount of \$1,000.00, which shall be paid as follows: (a) Tenant shall pay \$250.00 concurrently with submitting its written request for Landlord's consent to an Occupancy Transaction, and (b) Tenant shall pay \$750.00 to Landlord upon Landlord's consent to an Occupancy Transaction, if granted and (ii) to the extent the Review Fee does not adequately compensate Landlord for such costs and expenses incurred by Landlord, Tenant shall pay any additional costs and expenses within fifteen (15) days after Landlord delivers an invoice therefor to Tenant. Landlord shall not be required to commence its review of Tenant's request for consent, nor to render its consent, until such time as Landlord shall have received the Review Fee. Within thirty (30) days after its receipt of such notice, Landlord shall either approve or disapprove such proposed Occupancy Transaction in writing or give Tenant notice of its election to terminate this Lease with respect to the Proposed Space (as hereinabove described). Tenant shall be responsible for all brokerage commissions and fees and similar charges relating to any Occupancy Transaction and shall indemnify and hold Landlord harmless from and against any and all claims, costs, expenses, and liabilities incurred by Landlord relating to same.

If Tenant is an entity, then (i) any transfer of the Lease from Tenant by merger, consolidation, operation of law, or dissolution or (ii) the sale, assignment, bequest, inheritance, transfer by option of law or other disposition of any part or all of the shares or interests of Tenant so as to result in a change in the control of Tenant, shall constitute an assignment for purposes of this Paragraph 24.

25. Lien on Fixtures. During the Lease Term or any renewals or extensions thereof, Landlord shall have an express lien (in addition to statutory liens) and security interest for the payment of all Rent and other sums agreed to be paid by Tenant hereunder and to secure full and complete performance of all the terms and conditions hereof upon all the trade fixtures, goods, stock in trade, and personal property of Tenant which shall have been or thereafter may be placed upon the Premises. Tenant agrees (i) upon request of Landlord to execute and deliver from time to time all documents necessary to perfect said lien and (ii) that Landlord may file, without Tenant's signature, any documents to perfect such lien. The provisions of this paragraph relating to said lien and security interest shall constitute a security agreement under the Uniform Commercial Code as adopted and amended by the State of South Carolina, so that Landlord shall have and may enforce a security interest on all property of Tenant now or hereafter placed in or upon the Premises, including but not limited to all fixtures, machinery, equipment, furnishings and other articles of personal property now or hereafter placed in or upon the Premises by Tenant. Landlord, as secured party, shall be entitled to all of the rights and remedies afforded a secured party under said Uniform Commercial Code in addition to and cumulative of any other liens and rights afforded Landlord by law or by other terms and provisions of this Lease. Notwithstanding the foregoing, Landlord agrees to subordinate its lien rights set forth in this Section 25 to any purchase money, third-party lender of Tenant's trade fixtures, goods and personal property of Tenant which shall have been or thereafter may be placed upon the Premises

26. Mechanic's Liens. Tenant shall keep the Premises and the Development free from any liens for any work performed, material furnished, or obligations incurred by, or at the direction of, Tenant whether or not the same shall be made or done with the consent of Landlord or by agreement between Tenant and Landlord. Tenant shall have no right to encumber or subject the interest of Landlord in the Premises or the Development to any mechanics', materialman's, or other liens of any nature whatsoever, and upon the filing of any such lien, the failure of Tenant to have the same discharged by bond or otherwise within ten (10) days after filing shall constitute a default and entitle Landlord at its option to take any action provided for elsewhere in this Lease. Additionally, Tenant shall indemnify Landlord from and against any and all claims, costs, expenses, and liabilities incurred by Landlord relating to any such liens.

27. Surrender. At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord in "broom clean" condition and in the same condition as when tendered by Landlord, reasonable wear and tear and insured casualty alone excepted. Tenant shall promptly repair any damage to the Premises caused by the removal of any furniture, trade fixtures or other personal property placed in the Premises. Tenant acknowledges that any property (personal or otherwise) remaining in the Premises at the expiration or earlier termination of this Lease shall be deemed to have been abandoned, and Landlord may dispose of any such property in its sole discretion without notifying Tenant or any other party. Tenant shall reimburse Landlord, within fifteen (15) days after Landlord delivers an invoice therefor, for any and all costs and expenses incurred by Landlord in disposing of such property, repairing any damage to the Premises caused by Tenant, its agents, employees, contractors and any other party acting by, through or under Tenant, or returning the Premises to the condition set forth herein. The obligation in the immediately preceding sentence shall survive the expiration or earlier termination of this Lease.

28. Estoppel Certificates. At any time and from time to time upon request from Landlord, Tenant agrees to execute, acknowledge and deliver to Landlord within fifteen (15) days' notice by Landlord, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the dates to which the Fixed Minimum Rent, and other charges have been paid, and any other factual data relating to this Lease or the leased Premises which Landlord

or Landlord's lender or lenders may request. If Tenant shall fail at any time to execute, acknowledge and deliver any such estoppel certificate, then Landlord, in addition to any other remedies available as a consequence thereof, may execute, acknowledge and deliver the same as Tenant's attorney-in-fact and in Tenant's name. Tenant hereby irrevocably makes, constitutes and appoints Landlord as its attorney-in-fact for that purpose. In addition, Tenant's failure to execute and deliver the estoppel certificate within said period shall be deemed to make conclusive and binding upon Tenant in favor of Landlord and any potential mortgagee or transferee the statements contained in such estoppel certificate without exception.

29. Right to Recapture. Notwithstanding anything else in this Lease to the contrary, in the event the Premises are not open for business, fully stocked and fully staffed for a period of thirty (30) consecutive days during the Lease Term (other than incident to restoration following any casualty or condemnation or incident to any closing in connection with remodeling, in which case such period of closure may be up to seventy-five (75) consecutive days), Landlord shall have the option at any time thereafter, upon ten (10) days advance written notice to Tenant, to terminate this Lease, whereupon the parties hereto shall, effective as of the termination of this Lease, have no further rights or obligations hereunder.

30. Brokerage. Landlord and Tenant each warrants that it has had no dealings with any broker or agent in connection with this Lease other than Landlord's Broker and Tenant's Broker and covenants to pay, hold harmless and indemnify the other party from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any other broker or agent with respect to this Lease or the negotiation thereof except Landlord's Broker. Landlord shall pay Landlord's Broker and Tenant's Broker pursuant to a separate agreement.

31. Force Majeure. Notwithstanding anything in this Lease to the contrary, Landlord shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Lease to be performed by it if any failure of its performance shall be due to any strike, lockout, civil commotion, war, warlike operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material or service, Act of God, weather, or any other cause whatsoever (including failure of Tenant to supply necessary data or instructions) beyond the reasonable control of Landlord, or inability of Landlord to obtain financing satisfactory to Landlord, and the time for performance by Landlord shall be extended by the period of delay resulting from or due to any of said causes.

32. Release From Liability. Tenant agrees not to hold Landlord responsible or liable in damages by abatement of Rent or otherwise for any damage sustained by Tenant or any other person due to the state of repair of the building containing the Premises or any part thereof or appurtenance thereto, the happening of any accident (unless resulting from affirmative acts of negligence on Landlord's part), damage caused by water, snow, windstorm, tornado, gas, steam, electric wiring, plumbing, or heating apparatus, any acts or omissions of co-tenants or other occupants of the building or losses by theft.

Notwithstanding any other provision in this Lease, Tenant hereby releases Landlord from any claim with respect to water or other damage sustained by Tenant from the sprinkler system, except that Tenant does not hereby waive any claim for such damage resulting from (a) faulty installation or maintenance of said sprinkler system, or (b) the negligence of Landlord or any of Landlord's servants, agents or employees.

Except as provided or otherwise limited in the Lease, and to the extent allowed by law, Tenant will indemnify and hold the Landlord harmless from any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury, or damage to property arising from or out of any occurrence in, upon or at the Demised Premises, or out of the occupancy or use by Tenant of the Demised Premises or any part thereof, or occasioned wholly or in part by an act or omission of Tenant, its subtenants, concessionaires, agents, servants, contractors, employees, guests, or licensees, or any one or more of them, including reasonable attorney's fees, incurred by or accrued as an expense of Landlord in defending any such claim or action.

33. Security. Landlord may, from time to time and to the extent it deems appropriate, determine whether to arrange for security services in the Common Areas or manned traffic control for special events at the Development. Notwithstanding any other provision of this Lease, Landlord shall not be liable for any loss or damages suffered by Tenant or anyone else for failure to supply such services or manned traffic control. It is agreed that Landlord's supplying such security services shall not relieve Tenant of its duty to maintain security within the Premises.

34. Financial Information of Tenant. Tenant shall at any time and from time to time during the Lease Term, within fifteen (15) days of written request by Landlord, deliver to Landlord such financial information concerning Tenant and Tenant's business operations (and any Guarantor of this Lease) as may be reasonably requested by any mortgagee or prospective mortgagee or purchaser. If Tenant fails to provide such information promptly, then, without limiting any other remedy which Landlord may have for such failure or for the actions or inactions of same, Landlord may thereupon terminate this Lease on not less than ten (10) days written notice.

35. Intentionally Deleted.

36. Holding Over. Tenant shall not acquire any right or interest in the Premises by remaining in possession after the Expiration Date or earlier termination of this Lease. If Tenant continues to occupy the Premises after the Expiration Date or earlier termination of this Lease, or after the last day of any renewal or extension of the Lease Term, and Landlord elects to accept Rent thereafter (it being agreed that Tenant shall not be permitted to so hold over without Landlord's written consent), a tenancy from month to month terminable at will by either party upon not less than thirty (30) days written notice shall be created, and such tenancy from month to month shall be on the same terms and conditions as those herein specified, except that Fixed Minimum Rent shall be equal to one hundred fifty percent (150%) of the Fixed Minimum Rent for the immediately preceding Lease Year. Such increased Fixed Minimum Rent shall be in addition to

all other rights and remedies of Landlord for such holding over by Tenant, and Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, liabilities, costs, expenses and damages incurred by Landlord as a result of such holding over, including any liability incurred by Landlord to any succeeding Tenant of the Premises. Tenant hereby waives any and all notice to which Tenant may otherwise be entitled under the laws of the State of South Carolina as a prerequisite to a suit against Tenant for unlawful detention of the Premises

37. Waiver. It is understood and agreed that waiver by Landlord of any default or breach of any covenant, condition or agreement herein shall not be construed to be a waiver of that covenant, condition or agreement or of any subsequent breach thereof. The acceptance of Rent by Landlord with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No delay or omission of Landlord to exercise any right or power arising from any default on part of Tenant shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence thereto.

38. Landlord's and Tenant's Warranty. Landlord covenants, represents and warrants that it has the full right and authority to lease the Premises upon the terms and conditions herein set forth and that Tenant shall peacefully and quietly hold and enjoy the Premises for the full Lease Term so long as it does not default in the performance of any of its agreements hereunder. If Tenant is other than an individual, natural person, Tenant covenants, represents and warrants that it is a validly formed and duly existing entity under the laws of the jurisdiction in which it is formed, that it has the power to enter into this Lease and perform Tenant's obligations hereunder and that the officers of Tenant executing this Lease on Tenant's behalf have the right and lawful authority to do so. If Tenant is composed of more than one person or entity, or if this Lease is executed on behalf of Tenant by one or more signatories, then all such persons, entities and signatories shall be jointly and severally liable with each other for all obligations of payment and performance.

39. Transfer of Landlord's Interest. The term "Landlord" as used in this Lease means only the owner or the mortgagee in possession for the time being of the land and building or the owner of the lease of the building or of the land and building of which the Premises are a part so that in the event of any sale or sales of said land and building or of said lease, or in the event of a lease of said building, or of the land and building, said Landlord shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder and it shall be deemed and construed without further agreement between the parties or their successors in interest or between the parties and the purchaser at any such sale or the lessee of the building or of the land and building, that the purchaser or the lessee of the building has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder.

Any security given by Tenant to Landlord to secure performance of Tenant's obligations hereunder may be assigned and transferred by Landlord to the successor in interest to Landlord; and, upon acknowledgement by such successor of receipt of such security and its express assumption of the obligation to account to Tenant for such security in accordance with the terms of this Lease, Landlord shall thereby be discharged of any further obligation relating thereto.

Landlord's assignment, sale or transfer of the Lease or of any or all of its rights herein shall in no manner affect Tenant's obligations hereunder. Tenant shall thereafter attorn and look to such assignee, as Landlord, provided Tenant has first received written notice of such assignment of Landlord's interest.

40. Security Deposit. Tenant shall deposit with Landlord on the Effective Date the amount shown of the Security Deposit, to be held as collateral security for the payment of Rent and for the faithful performance by Tenant of all covenants and conditions herein contained. If at any time during the Lease Term, any of the Rent herein reserved shall be overdue and unpaid, then Landlord may, at its option, appropriate and apply all or any portion of the Security Deposit to the payment of any such overdue Rent. In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then Landlord at its option may appropriate and apply all or any portion of the Security Deposit, to compensate the Landlord for loss or damage sustained or suffered by Landlord due to such breach on the part of Tenant. Should the entire Security Deposit, or any portion thereof, be appropriated and applied by Landlord, then Tenant shall, upon the written demand of Landlord, forthwith remit to Landlord a sufficient amount to restore said Security Deposit to the original sum deposited, and Tenant's failure to do so within five (5) days after receipt of such demand shall constitute an Event of Default. Said Security Deposit shall be returned to Tenant at the end of the Lease Term provided Tenant shall have made all such payments and performed all such covenants and agreements. The holder of any first mortgage or deed of trust secured by the Premises shall not be responsible for the return of the Security Deposit unless actually received by such holder.

41. Landlord Not Partner. It is expressly understood and agreed that the Landlord is not a partner, joint venturer or associate of Tenant in the conduct of Tenant's business, and that the relationship between the parties hereby is and shall remain at all times that of Landlord and Tenant.

No provision of this Lease shall be construed to impose upon the parties hereto any obligation or restriction not expressly set forth herein.

42. Additional Instruments. The parties agree to execute and deliver any instruments in writing, including a Memorandum of Lease suitable for recording, necessary to carry out any agreement, term, condition, or assurance in this Lease whenever occasion shall arise and request for such instrument shall be made.

43. Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person(s), firm(s) or corporation(s) may require.

44. Counterparts. This Lease may be executed in counterparts all of which taken together shall be deemed one original when executed by both parties.

45. Amendment and Modification. This Lease embodies the full agreement of the parties relating to the Premises and the subject matter hereof and supersedes any and all prior understandings or commitments concerning the subject matter of this Lease. Any modification or amendment must be in writing and signed by both parties.

46. Binding Effect. This Lease shall be binding upon and inure to the benefit of the parties hereto, their assigns, administrators, successors, estates, heirs and legatees respectively, except as herein provided to the contrary.

47. Controlling Law. This Lease and the rights of the Landlord and Tenant hereunder shall be construed and enforced in accordance with the law of the State in which the Premises are located.

48. Partial Invalidity. In the event that any part or provision of this Lease shall be determined to be invalid or unenforceable, the remaining parts and provisions of said Lease which can be separated from the invalid, unenforceable provision shall continue in full force and effect.

49. Captions. The index, paragraph and marginal titles, numbers and captions contained in this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, modify, or describe the scope or intent of this Lease nor any provision herein.

50. Subordination. This Lease is subject and subordinate to any mortgage or deed of trust now or hereafter placed on the property of which the Premises is a part; provided, however, that at the option of any such mortgagee the Lease or portions of the Lease can be made superior to the mortgage or deed of trust; provided further that unless the entire Lease is made superior to such mortgage or deed of trust, the holder of said mortgage or the trustee of such deed of trust shall agree that this Lease shall not be divested or in any way affected by a foreclosure or other default proceedings under said mortgage, deed of trust or obligations secured thereby, so long as Tenant shall not be in default under the terms of this Lease; and Tenant agrees that this Lease shall remain in full force and effect notwithstanding any default proceeding under said mortgage, deed of trust or obligation secured thereby, including foreclosure. Tenant further agrees that it will attorn to the mortgagee, trustee or beneficiary of such mortgage or deed of trust, and their successors or assigns and to the purchaser or assignee at any such foreclosure. Tenant will, upon request by Landlord, execute and deliver to Landlord, or to any other person designated by Landlord, any instrument or instruments required to give effect to the provisions of this Paragraph 50. If Tenant shall fail at any time to execute, acknowledge and deliver any such instrument or instruments, Landlord, in addition to any other remedies available as a consequence thereof, may execute, acknowledge and deliver the same as Tenant's attorney-in-fact and in Tenant's name. Tenant hereby irrevocably makes, constitutes and appoints Landlord as its attorney-in-fact for that purpose.

51. Limitation of Landlord's Liability. If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed within thirty (30) days after written notice from Tenant (unless such condition is incapable of being cured within said thirty (30) day period, in which event it shall not be deemed a default so long as Landlord is diligently pursuing the completion of same), and, as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied solely out of the proceeds of sale received upon execution of such judgment levied thereon against the right, title and interest of Landlord in the Development as the same may then be encumbered; and neither Landlord nor, if Landlord be a partnership, any of the partners comprising Landlord shall have any personal liability for any deficiency. It is understood and agreed that in no event shall Tenant or any person claiming by or through Tenant have the right to levy execution against any property of Landlord other than its interest in the Development as hereinbefore expressly provided.

52. Prevailing Party; Venue. If either party places in the hands of an attorney the enforcement of this Lease, or any part thereof, or the collection of any Rent due or to become due hereunder, or recovery of the possession of the Premises, or files suit upon the same, the non-prevailing (or defaulting) party shall pay the other party's reasonable attorneys' fees and court costs. If either party is entitled to receive reasonable attorneys' fees, recovery of such fees shall not be affected if that party represents itself rather than engaging independent counsel. The parties agree that any litigation concerning this Lease may be brought before the Circuit Court of South Carolina and that Horry County, South Carolina shall be the proper venue for any such action.

53. Time of Essence. TIME IS OF THE ESSENCE WITH RESPECT TO THE TERMS, CONDITIONS AND PROVISIONS OF THIS LEASE.

54. Landlord Default. If Landlord shall fail or refuse to perform or comply with any of its obligations and covenants under this Lease and shall continue in default for a period of thirty (30) days (unless such condition is incapable of being cured within said thirty (30) day period, in which event it shall not be deemed a default so long as Landlord is diligently pursuing the completion of same) after Tenant has given Landlord written notice of such default (specifying such default with particularity) and demand of performance, Tenant may, but shall not be obligated to, remedy same and pursue an action against Landlord to recover its reasonable costs; however, it shall be the duty of Tenant in any event to use best efforts to mitigate Landlord's damages. Unless and until Landlord fails to so cure any default after such notice, Tenant shall not have any remedy or cause of action by reason thereof. All obligations of Landlord hereunder will be construed as covenants, not conditions. With respect to any provision of this Lease which provides that Landlord shall not unreasonably withhold or delay any consent or approval, Tenant shall not have, and Tenant hereby waives, any claim for money damages; nor shall Tenant claim any money damages by way of setoff, counterclaim or defense, based upon any allegation of unreasonableness by Landlord. Tenant's sole remedy shall be an action or proceeding to enforce any such provisions, or for specific performance, injunction or declaratory judgment. The terms of this Paragraph 54 shall survive the expiration or earlier termination or this Lease.

55. Bankruptcy. If Landlord shall not be permitted to terminate this Lease as hereinabove provided because of any applicable provisions of the United States Code relating to Bankruptcy, as amended (the "Bankruptcy Code") or such other laws or regulations as may then be applicable, then Tenant as a debtor in possession or any trustee for Tenant agrees promptly, within no more than fifteen (15) days following request by Landlord to the Bankruptcy Court,

to assume or reject this Lease and Tenant on behalf of itself, and any trustee agrees not to seek or request any extension or adjournment of any application to assume or reject this Lease by Landlord with such Bankruptcy Court. In such event, Tenant or any trustee for Tenant may only assume this Lease if it (a) cures or provides adequate assurance that the trustee will promptly cure any default hereunder; (b) compensates or provides adequate assurance that Tenant will promptly compensate Landlord for any actual pecuniary loss to Landlord resulting from Tenant's defaults; (c) provides adequate assurance of future performance during the fully stated term hereof of all of the terms, covenants, and provisions of this Lease to be performed by Tenant; and (d) otherwise fully complies with the Bankruptcy Code. In no event after the assumption of this Lease shall any then-existing default remain uncured for a period in excess of the earlier of ten (10) days or the time period set forth herein. In the event of a filing of a petition under the Bankruptcy Code, Landlord shall have no obligation to provide Tenant with any services or utilities as herein required unless Tenant shall have paid and be current in all payments of Common Area Maintenance Charge, utilities or other charges therefor.

56. Guaranty. As a condition precedent to the effectiveness of this Lease, Tenant shall deliver to Landlord a Guaranty of Lease in the form attached hereto as Exhibit D, which is incorporated herein by reference, which has been duly executed by Guarantors.

57. Confidentiality. Except as required by applicable law, regulation or legal process, Tenant shall not disclose, publish or disseminate any terms or provisions of this Lease or any amendments hereto and shall keep same strictly confidential.

58. No Merger. The surrender of this Lease by Tenant or the cancellation of this Lease by agreement of Tenant and Landlord or the termination of this Lease by reason of Tenant's default hereunder shall not work as a merger, and shall, at Landlord's option, either terminate any subleases or operate as an assignment to Landlord of any subleases. Landlord's option under this paragraph shall be exercised by written notice to Tenant and all known subtenants in the Premises.

59. Subordination to Matters of Record. This Lease and all rights hereunder are subject and subordinate to any declarations and other matters of record affecting the Premises (collectively, and as same may be amended from time to time, the "**Declarations**"), including but not limited to that certain Declaration of Covenants, Conditions and Restrictions executed by GDMB Commercial, LLC as the Declarant and Landlord recorded with the Horry County ROD in Deed Book 3830, Page 1441; and that certain Declaration of Easements, Covenants and Restrictions for Village Shops at Grande Dunes Development executed by C4 Grande Dunes PLX, LLC and recorded with the Horry County ROD in Deed Book 3867, Page 633 as amended by First Amendment to Declaration of Easements, Covenants and Restrictions for Village Shops at Grande Dunes Shopping Center executed by C4 Grande Dunes PLX, LLC and Park Building Partners, LLC recorded with the Horry County ROD in Deed Book 4120, Page 3126. Tenant shall at all times comply with the terms of the Declarations.

60. Option to Renew. Provided Tenant (i) is not then in default in the performance of any term or condition of this Lease and is current in all monetary obligations to Landlord and (ii) is open and operating for business at the Premises in accordance with the Permitted Uses, Tenant shall have the option to renew this Lease for two (2) consecutive period(s) of five (5) years each (each being a "**Renewal Period**"). The option shall be exercisable by Tenant giving written notice to Landlord at least one hundred eighty (180) days prior to expiration of the then current term of this Lease. In the event that Tenant does not timely exercise the first Renewal Period, Tenant's rights to the second Renewal Period shall be null and void. In the event Tenant shall exercise the option hereunder, the terms and conditions of this Lease shall be applicable to the additional period of this Lease except for the Fixed Minimum Rent which shall be increased on the commencement date of the option period as follows:

RENEWAL PERIOD #1	Lease Year			Per Sq. Ft.			Per Month			Per Year		
	6			\$26.66			\$8,758.90			\$105,106.74		
	7			\$27.46			\$9,021.66			\$108,259.95		
	8			\$28.29			\$9,292.31			\$111,507.74		
	9			\$29.14			\$9,571.08			\$114,852.98		
	10			\$30.01			\$9,858.21			\$118,298.57		

RENEWAL PERIOD #2	Lease Year			Per Sq. Ft.			Per Month			Per Year		
	11			\$30.91			\$10,153.96			\$121,847.52		
	12			\$31.84			\$10,458.58			\$125,502.95		
	13			\$32.79			\$10,772.34			\$129,268.04		
	14			\$33.78			\$11,095.51			\$133,146.08		
	15			\$34.79			\$11,428.37			\$137,140.46		

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first above mentioned.

LANDLORD:

C4 Grande Dunes MOB, LLC,
a South Carolina limited liability company

By: 
Austin Williams, Manager

STATE OF NORTH CAROLINA

COUNTY OF WAKE

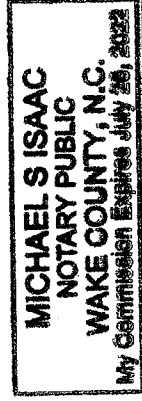
I certify that the following person personally appeared before me this day and acknowledged that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity as indicated: Austin Williams.

WITNESS my hand and notarial seal, this 25th day of OCTOBER, 2019.

Michael S Isaac
Notary Public

My Commission expires: July 26, 2022

AFFIX NOTARY SEAL BELOW THIS LINE



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

American Health Imaging of South Carolina, LLC,
a South Carolina limited liability company

By: [Signature]
Name: Scott A. Hart
Title: CEO

STATE OF Georgia
COUNTY OF Gwinnett

I, C. M. Carter, a Notary Public for said County and State, do hereby certify that Scott Hart the
CEO of American Health Imaging of South Carolina, LLC personally appeared before me this day
acknowledged that he/she duly executed the foregoing instrument on behalf of said corporation.

WITNESS my hand and notarial seal, this 30th day of September 2019.

My Commission Expires: 4/19/2021

Notary Public



EXHIBIT A

LEGAL DESCRIPTION OF THE DEVELOPMENT

All that certain piece, parcel, or tract of land, situate, lying and being in the City of Myrtle Beach, Horry County, South Carolina containing approximately 0.62 acres shown as "LOT 3" on that certain Subdivision plat of Lots 1, 2, 3 & 4 of PIN 394-00-00-0261 and PIN 394-16-04-001 prepared by Castles Engineering bearing Job No. 14023 dated May 14, 2015 recorded in Plat Book 267, Page 218 of the Horry County Register of Deeds.

EXHIBIT A-1
SITE PLAN OF THE DEVELOPMENT

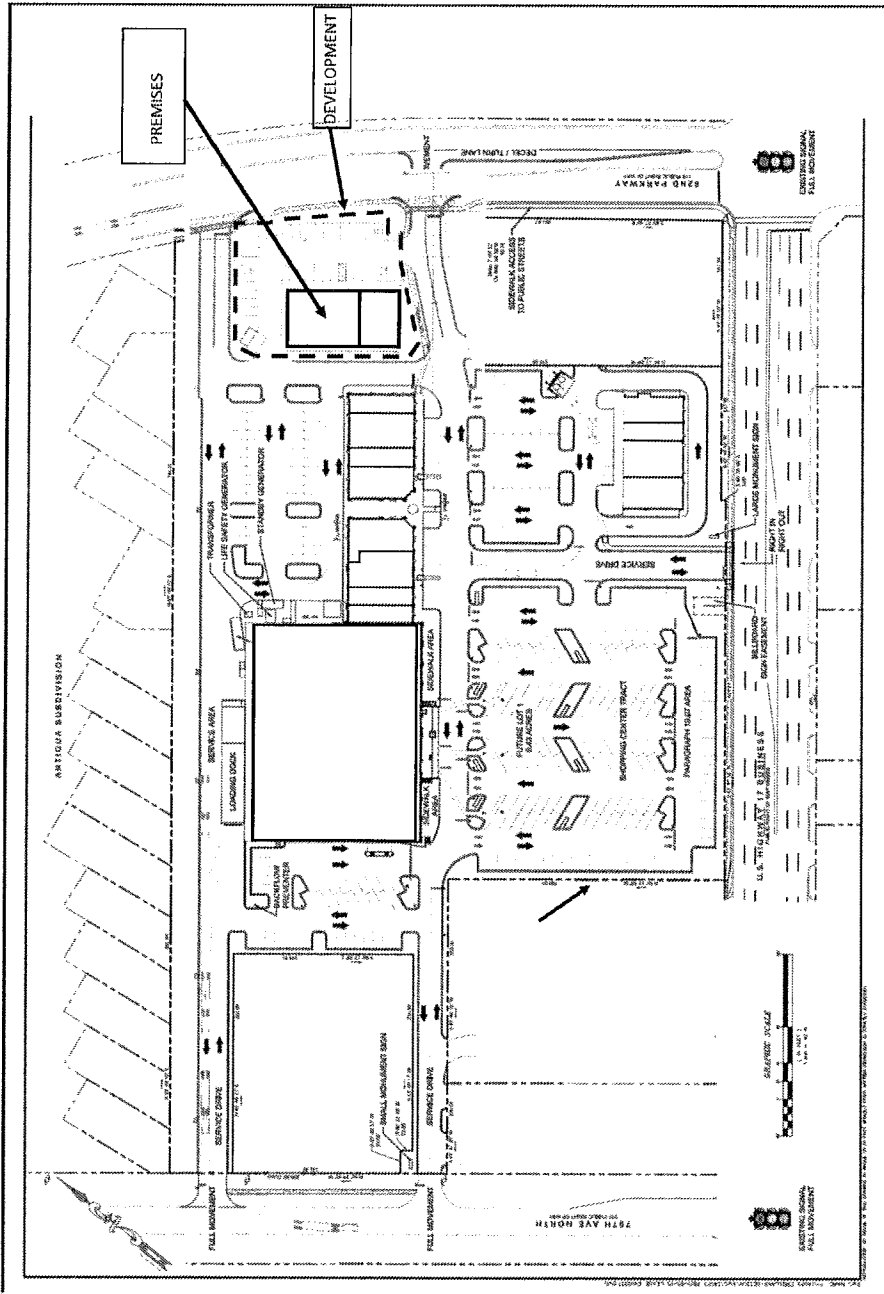


EXHIBIT B

DESCRIPTION OF LANDLORD'S WORK AND TENANT'S WORK

The purpose of this Exhibit is to describe the obligations of the Landlord and the Tenant in the design and construction of the Premises. All Landlord and Tenant construction shall be in accordance with the requirements of all-applicable codes, ordinances, rules and regulations of all authorities having jurisdiction over their respective portions of the work and Landlord's insurance carriers.

- I. Landlord agrees to provide a monetary Tenant Improvement Allowance ("**TIA**") not to exceed Forty-Three Dollars and Eleven Cents (\$43.11) per rentable square foot of the Premises as follows:

The TIA will be provided to the Tenant after Landlord receives: (1) a copy of the Tenant's Liability Insurance Certificate listing Landlord and any other parties required by Landlord as additionally insured, (2) a copy of the Building Permit and Certificate of Occupancy for the Premises, (3) a copy of the itemized bill or final pay application from Tenant's general contractor for the completed work (which shall include itemized receipts from the applicable government authorities for the municipal water and sewer impact fees), (4) a final lien waiver from Tenant in the form attached to the Lease as **Exhibit B-2** and incorporated herein by reference with the appropriate blanks completed, and from Tenant's general contractor and any sub-contractors or suppliers having a contract value of over \$10,000 in the form attached to the Lease as **Exhibit B-1** and incorporated herein by reference with the appropriate blanks completed, (5) a copy of the Tenant's As-Built Plans, (6) notification that the Tenant has opened for business at the Premises, (7) an executed original of Landlord's form estoppel certificate, and (8) copy of Tenant's W-9, COMPLETED WITH Tax ID Number and address. The TIA shall be paid within forty-five (45) days of receipt of invoice from Tenant and satisfaction of all of the foregoing items. All water and sewer impact fees shall be paid by Tenant at Tenant's sole cost and expense.
- II. Landlord shall perform the work set forth on Exhibit B-5 to the Premises (collectively, "Landlord's Work"). Other than the foregoing, Tenant acknowledges that the Premises is being delivered to Tenant in AS IS, WHERE IS, WITH ALL FAULTS condition.
- III. As an inducement for Landlord entering into this Lease, Tenant specifically agrees to:
 - A. Install new or like new trade fixtures.
 - B. Install additional equipment that Tenant's line of business typically requires.
 - C. Complete any work, labor, and materials required by Tenant to obtain a final certificate of occupancy and open for business that is not specified as a part of Landlord's Work under this Exhibit "B". Said work shall be performed at the sole cost and expense of the Tenant, and shall be incorporated within Tenant's plans and specifications.
 - D. Complete all other construction Tenant requires to open for business.
 - E. Adhere to the contractor regulations set forth on Exhibit B-4 attached hereto.
 - F. Except as expressly provided in Landlord's Work, complete construction of the Premises to at least a "vanilla shell" condition with a full concrete floor slab, roof, exterior walls, sheet-rocked interior demising walls and a completed storefront which shall occur on or before the date which is 180 days after the Rent Commencement Date. In the event that Landlord reasonable determines that Tenant shall not be in a position to bring the Premises to a vanilla shell condition prior to such date, Landlord shall have the option, at Landlord's sole discretion, to put the Premises in a vanilla shell condition and deduct the cost therefor from the TIA without notice or demand to Tenant.
- IV. Prior to the commencement of any Tenant's Work, the Tenant shall also agree to the following:
 - A. Obtain all approvals necessary from all governing bodies. No work shall commence without a building permit issued by the applicable governmental authority(ies).
 - B. To hire a licensed commercial contractor to perform all Tenant's Work. Landlord approved general contractor shall place Landlord and any other entities required by Landlord as additionally insured on its Builder's Risk and Liability Insurance Policies that cover the Tenant's entire construction cost. Evidence of insurance shall be provided to Landlord prior to any construction commencement within or at the Premises.
 - C. Submit to Landlord the name of and contact information for the Landlord approved general contractor performing the Tenant's Work.
 - D. Submit all signage for the exterior of the building to Landlord for written approval, and said approval shall be obtained prior to fabrication or permitting. All signage shall be subject to all applicable local sign ordinances, permitting and the Sign Criteria attached hereto as Exhibit C. The stricter shall govern in all cases. Final approval of all signage shall be subject to Landlord's sole discretion.

The plans and specifications for Tenant's Work shall be submitted to Landlord for Landlord's written approval not later than 45 days after the Effective Date and no less than 14 calendar days prior to filing for building permit. Such approval shall be granted or withheld at Landlord's sole discretion, but Landlord shall not unreasonably withhold approval. The approved floor plan of the Premises, if currently available, is attached hereto as Exhibit B-3.

EXHIBIT B-1

TENANT'S CONTRACTOR'S FINAL LIEN RELEASE, AFFIDAVIT AND RELEASE OF CLAIMS

STATE OF _____
COUNTY OF _____

1. The undersigned Contractor entered into an agreement (the "Construction Contract"), dated as of _____ with _____, Tenant of the real property (including any improvements thereon) known as Village Shops at Grande Dunes, located in Myrtle Beach, Horry County, South Carolina. The Owner of the Property is C4 Grande Dunes MOB, LLC.

2. Under the Construction Contract, Contractor has furnished certain labor and materials regarding the Construction Project generally described as _____. Said labor and materials generally consist of the following: _____.

3. Contractor acknowledges that it has been paid in full regarding the Construction Project.

4. Contractor waives, releases, and discharges (a) all debts or other obligations owing to Contractor under the Construction Contract or in connection with the Construction Project or the Property, and (b) all liens, lien rights and lien claims of any type that Contractor may now or ever have under the Construction Contract or in connection with the Construction Project or the Property for labor, services, materials, or equipment furnished for the Construction Project, whether contractual, statutory, or constitutional, whether or not evidenced by any affidavit or other written claim, and whether or not filed in the public record.

5. In consideration for the referenced payment in full, the receipt and adequacy of such consideration being hereby acknowledged, Contractor, on behalf of itself and any person or entity claiming by or through it, does hereby release Owner and its officers, directors, members, managers, partners, agents, employees, predecessors, successors and assigns, from any and all claims, demands, actions and causes of action arising from the Construction Contract, the Construction Project or any and all contracts related to the Construction Project and any other matter which could have been raised at this time, whether asserted or unasserted, known or unknown, from the beginning of time to the date of this Final Lien Release.

6. Contractor and its undersigned agent warrant and represent that (a) all sums owing to subcontractors or laborers employed by Contractor or any subcontractor in connection with the Construction Project have been paid, (b) all materials installed or delivered for installation as part of the Construction Project have been paid for in full, all of which are free and clear of any lien or security interest granted by Contractor or any subcontractor, (c) all equipment providers have been paid in full, (d) neither Contractor's rights to payment for the Construction Project nor the Construction Contract have been assigned by Contractor, and (e) the undersigned agent of Contractor has full power and authority to execute this document on behalf of Contractor.

7. Contractor agrees to indemnify, defend with counsel acceptable to Owner, and hold Owner and its lenders harmless against any loss, liability, damage, costs, or expense (including attorneys' fees and costs of litigation), or any claim therefor, arising or resulting from the untruth or inaccuracy of any of the representations and warranties by Contractor herein. In addition, Contractor agrees to discharge by bond or otherwise within 10 days after receipt of notice thereof any lien or claim of lien asserted by any subcontractor of Contractor regarding work performed concerning the Construction Project or the Property.

EXECUTED on this the ____ day of _____, 201_.

CONTRACTOR:
[Insert Name of Contractor]

By _____
Title _____

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally appeared before me this day as _____ of _____, and acknowledged that he duly executed the foregoing instrument for and on behalf and as the act of said _____.

WITNESS my hand and notarial seal, this ____ day of _____, 201_.

My Commission Expires: _____

Notary Public

EXHIBIT B-2

TENANT'S AFFIDAVIT, REPRESENTATIONS, WARRANTIES AND INDEMNITY

STATE OF _____
COUNTY OF _____

1. The undersigned Tenant entered into a contract with _____, as Contractor, regarding labor and/or materials relating to the construction of certain improvements at the premises located at _____, in Myrtle Beach, Horry County, South Carolina (the "Premises"). The Owner of the Premises is _____. Tenant leases the Premises from Owner pursuant to a Lease Agreement dated as of _____ (the "Lease").

2. Upon and in consideration for Owner's payment to Tenant in the amount of \$ _____, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant acknowledges that it has been paid all amounts due under the Lease as a tenant upfit or improvement allowance regarding the work performed by Contractor at the Premises.

3. Tenant and its undersigned agent warrant and represent that (a) all sums owing to Contractor and any subcontractors of Contractor (regardless of tier) regarding work performed at the Premises have been paid in full; (b) Neither Contractor nor any of its subcontractors is entitled to assert or claim any lien as a result of work performed at the Premises; (c) All sums owing to any subcontractors or laborers employed by Contractor or any subcontractor in connection with work at the Premises have been paid in full; (d) all materials installed or delivered for installation in connection with Contractor's work at the Premises have been paid for in full, all of which are free and clear of any lien or security interest granted by Contractor or any subcontractor; (e) all equipment providers have been paid in full; (f) neither Contractor's rights to payment for work performed at the Premises nor the referenced contract between Tenant and Contractor have been assigned; and (g) the undersigned agent of Tenant has full power and authority to execute this document on behalf of Tenant.

4. Upon receipt of the payment referenced herein, Tenant agrees to indemnify, defend with counsel acceptable to Owner, and hold Owner and its lenders harmless against any loss, liability, damage, costs, or expense (including attorneys' fees and costs of litigation), or any claim therefor, arising or resulting from the actual or asserted untruth or inaccuracy of any of the representations and warranties by Tenant herein. In addition, upon receipt of the referenced payment, Tenant agrees to discharge by bond or otherwise within 10 days after receipt of notice thereof any lien or claim of lien asserted by Contractor or any subcontractor regarding work performed with respect to the Premises.

EXECUTED on this the ____ day of _____, 201_.

TENANT:

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public for said County and State, do hereby certify that personally appeared before me this day as _____ of _____, and acknowledged that he duly executed the foregoing instrument for and on behalf and as the act of said _____.

WITNESS my hand and notarial seal, this ____ day of _____, 201_.

My Commission Expires: _____
Notary Public

EXHIBIT B-3
FLOOR PLAN

EXHIBIT B-4

CONTRACTOR REGULATIONS

WORK HOURS / PLANS

- No upfit may commence without:
 - o a full set of plans approved by both the Landlord and the Building Dept. of Horry County.
 - o having submitted to the Landlord Certificates of Insurance for General Liability and for Builders Risk insurance, showing Landlord and any other parties requested by Landlord as additional insured.
- There are no work hour limitations at this time. Landlord reserves the right to establish limitations at any time.

STOREFRONT / SIGNAGE / SIDEWALKS

- No construction equipment, tools or materials may be left outside the tenant space overnight or during weekends.
- All sidewalk areas in the front of the buildings to be kept clean. No tools, materials, or debris shall be placed on or block any sidewalks at any time.
- No work allowed to be completed outside on sidewalks in front of store.
- All exterior areas in front of and behind each space shall be free of any food product wrappings, drink containers, etc. at all times.
- All construction personnel to take breaks within the construction areas only, lunch and breaks not allowed in public areas in front of the building.
- No signs are to be placed at the construction location without prior approval. However, Landlord shall not withhold reasonable approval of posting of one window sign in the storefront giving the main contractor's company name, logo and phone number only totaling no more than six square feet in size. Approved sign must be placed in the bottom corner of a storefront window.

DELIVERIES

- All deliveries shall be through the rear doors.

NOISE / ODORS

- Landlord must be notified at least two business days in advance of any excessively loud or noisy work to be completed. If work noises negatively affect adjacent Tenants during business hours, the work will need to cease as soon as possible and will need to be completed after business hours.
- Landlord must be notified at least three business days in advance of any work that will emit noxious fumes, harmful gases and/or foul odors affecting the quiet enjoyment of other tenants. Any such work shall be mitigated by fan forced ventilation during and after such work until fumes/odors subside, and may be required to be done off-hours.

GENERAL

- Landlord must be notified at least three business days in advance of any utility shut downs, including fire alarm monitoring systems, that may be required that will affect any other tenant.
- Landlord must be notified immediately of any changes to original plans that will affect the exterior of the building either structurally or aesthetically. Contractor shall not proceed with these changes without written approval from the Landlord. Landlord to provide comments/approval as soon as reasonably possible as to not affect the tenant's construction schedule.

- Tenant will be backcharged for any costs of the Landlord to clean up debris or repair damage caused by Tenant's contractor.

TRASH

- All upfit contractors must provide their own trash receptacles and regular pick-up. All roll off trash containers shall have plywood under ALL wheels as to not damage finished asphalt or concrete. Any damage resulting from not following this procedure will be repaired by Landlord and back charged to the Tenant or Tenant's GC.
- No trash shall be stored within the tenant space, but must be placed within the trash receptacles. No stacking of trash or overflow will be allowed within the contractor's containers.
- Under no circumstances may any trash or construction materials be stored on the side or the front of the building or in the rear of the building.

- Landlord shall not be responsible for any non-authorized dumping of debris from either another up fit contractor or other party in your container.

BATHROOM FACILITIES

- Tenant's general contractor must direct all workers to use either the existing facilities within the space, or provide their own facilities behind the tenant space.

PARKING

- All required vehicles for upfits must park at a location designated by Landlord from time to time so as not to interrupt traffic flow and parking at the Development. This will include any construction equipment and/or vehicles, passenger vehicles as well as any delivery vehicles. No parking will be allowed in front of the building at any time after the opening of the first tenant.
- In no event shall any vehicle be parked in a drive aisle or in a designated handicapped parking space.
- All workers' passenger vehicles should be parked as far from the tenant building as possible as to not hinder or prohibit delivery of materials and/or trash pick up to and from the building.

SANITARY SEWER

- It is critical that no connections are made in error to the wrong line. Any cost incurred to remedy a cross-connection later will be the tenant's responsibility.

LANDLORD'S REQUIRED ROOFING COMPANY FOR ALL ROOF PENETRATIONS:

Company Name: To Be Determined by Landlord
Address:

Contact:

OTHER SHELL BUILDING SUBCONTRACTORS FOR REFERENCE - SEE OWNER FOR APPROVED SUBCONTRACTOR LISTING

UTILITIES

- It is the Tenant's responsibility to reach the centrally located riser (if applicable) for any required gas service by routing on roof, not in rear wall. Any damage to sidewalk, stone, landscape or grass areas caused by Tenant's gas service installation shall be the sole responsibility of the Tenant.

Landlord reserves the right to modify these regulations from time to time as needed. Superintendents will be issued any revisions while under construction in the field by property management. All general contractors shall post these regulations within each upfit space in a conspicuous area for all sub-contractors to read. Tenant shall cause all general contractors to abide by these regulations and at ALL times.

EXHIBIT B-5

LANDLORD'S WORK

LANDLORD'S WORK

Landlord's work shall be done in accordance with the specifications set forth below, shall be limited to the work set forth below and shall exclude all other work on the Premises or elsewhere.

BUILDING SHELL

BUILDING EXTERIOR WALLS

Complete building exterior shell wall system including, but not limited to exterior curtain wall system composed of metal studs, exterior sheathing board (no gypsum wall board), brick ties and brick veneer system: Exterior insulated finish system (EIFS) and associated accessories with miscellaneous detail components. Locations of materials and colors are as per Landlord's Architects design plans.

TENANT SIGNAGE REINFORCING

Where indicated on plans, the Landlord shall provide designated areas on the building exterior wall that shall be reinforced by the Landlord for tenant signage.

ALUMINUM STOREFRONT AND WINDOW SYSTEM

Complete exterior aluminum storefront system with 1" insulated glass and doors, types as indicated on Landlord's plans. two (2) 3'x7' aluminum storefront front entrance door minimum will be provided per bay with lock, closer, push/pull handle and weather stripping.

REAR EXIT DOOR

Each bay will be provided with a rear exit door, type as indicated on Landlord's plans to be one (1) 3'x7' hollow metal door with mortise lockset, closer, and weather stripping.

BUILDING STRUCTURAL SYSTEM

Complete structural system including, but not limited to concrete foundations, steel columns, beams, bar joists and metal roof decking to conform to the Landlord's plans and specifications which have been prepared by a licensed structural engineer.

Tenant is required to submit any modifications of structure (rooftop HVAC equipment, mezzanines, etc.) for Landlord's review and approval. Landlord shall provide proposed locations for the Tenant's Chiller where Landlord believes no additional structural modifications would be required. Should Tenant desire to place the Chiller or an alternate chiller, in an alternative location as approved by Landlord, any structural changes required shall be at Tenant's sole expense.

SLAB/BASE

The Landlord will provide a 4" thick slab with a 15' leave out at the rear of the Premises. All interior areas will be left in an unfinished condition +/- 4" below the proposed finished floor elevation. The Tenant shall be responsible for providing a 15-mil poly vapor barrier and 6x6 WWF. Tenant shall install new 3000 psi concrete to complete slab installation.

ROOFING SYSTEM

Roofing system shall be composed of isocyanurate roof insulation as required to meet building codes with a 60 mil. white thermoplastic polyolefin (TPO) single ply roofing system and associated flashings. Tenant is required to use Landlord's roofer for any work required for their space (flashings, curbs, etc.).

PLUMBING

Sewer

A 4" PVC sewer line will be stubbed into each bay. Depth of sewer line will be such that normal fixtures will grade from front of space.

Water

The Landlord will supply a 1" water service line for Tenant's connection. The Tenant shall be responsible for providing connection from the Tenant's premises.

ELECTRICAL

120/208 3 phase (1 400 AMP and 2 150 AMP) electrical power supply from Santee Cooper (local utility) will be installed to an electrical trough located on the exterior of the building at a location determined by the utility ready for the Tenant's future installation of meter base and disconnect equipment. Tenant shall be responsible for installing their complete electrical system to the utility point of supply at the trough provided by the Landlord.

TELEPHONE SERVICE

A standard telephone service supply will be installed by the local utility service to a Landlord furnished termination box cabinet located on the building exterior at a location determined by the utility. Tenant

shall be responsible for installing their complete telephone system in conduit from their space overhead (concealed) to the point of termination by the service provider at the Landlord furnished termination box cabinet. The Landlord requires that all telephone conduits be installed overhead (concealed) on the interior of the building and to terminate at the utility service point of connection above the floor approximately 2' and/or below cabinet in order to limit the visibility of the conduits. High speed internet connection will be available to Tenant, at a location TBD within the shop building. Tenant must pay for its own cost of service and connectivity.

NATURAL GAS

Natural Gas Service supply is available but not provided to the building.

DEMISING WALLS

Landlord shall demise space from adjacent spaces with light gauge steel framing.

EXHIBIT C

SIGN CRITERIA

The following Sign Criteria is further subject to Tenant's receipt of all municipal approvals and approvals required pursuant to the Declarations. Tenant shall assume all responsibility for determining municipal requirements and requirements provided for in the Declarations related to all design and permitting.

I. PERMITS

Permits are required by the governing municipality and certain third-parties as set forth in the Declarations prior to the installation of any temporary or permanent sign. It shall be the responsibility of the Tenant to determine all permitting requirements. The approval of all signs by Landlord in accordance with the Lease is required before submitting for permitting to the applicable governmental authorities and any third-party provided for in the Declarations.

II. SUBMITTALS

- A. Sign drawings shall be submitted to Landlord for approval and for compliance with the Sign Criteria prior to permitting. Drawings shall include the following:
 - 1. Sign size, appearance, and spacing of letters and lines. All dimensions are to be shown clearly.
 - 2. Type and color of all materials.
 - 3. Installation/mounting methods.
 - 4. Color of raceway to match building colors at attached location.
 - 5. Trim and return colors.
 - 6. Type of illumination.
- B. All drawings shall be in color.
- C. Tenant shall provide this Sign Criteria to its sign contractor prior to submittal for Landlord approval so contractor can ensure compliance.

III. TENANT SIGNS

- A. **Building Façade** - Subject to municipal ordinances and the Declarations, Tenant shall be allowed to place signage on the exterior façade areas of the building, limited to those portions of the building façade areas that are contiguous to Tenant's interior demised premises. Tenant's available square feet of building signage shall be limited to the Tenant's Proportionate Share of the maximum square footage allowable by the municipal ordinances and the Declarations (with Tenant's Proportionate Share for any single-tenant building being deemed to equal one hundred percent (100%) for all purposes under this Exhibit C). For example: If the maximum allowable square footage of building signage is 100 square feet, and the Tenant's Proportionate Share of the building is 39%, then Tenant's maximum available square footage of building signage would be 39 square feet. Tenant's signage shall also not exceed 2/3rds the length of Tenant's storefront on any side of Tenant's building.
- B. All wall signage must be internally illuminated with LED lighting on a raceway painted to match the wall to which it is applied.
- C. The cost of fabrication, installation, and maintenance of all signage shall be the sole responsibility of the Tenant.
- D. Nationally recognized logo type signs and trademarks are allowed subject to municipal ordinances and compliance with the Declarations. The signs shall be fabricated in the same manner as the primary sign.
- E. Construction Requirements
 - 1. All metal and plastic letters must be fabricated using fully welded construction to prevent light leaks.
 - 2. Tenant is fully responsible for all operations of Tenant's sign and Tenant's sign contractor.
 - 3. Any damages to the building or Premises shall be Tenant's responsibility and must be repaired to the Landlord's satisfaction.
 - 4. All manufacturer's names, stamps, decals, or U.L. labels must not be visible.
 - 5. Channel letters shall be fabricated of (.125) welded aluminum, All trim and returns shall be black unless further defined by Landlord or in the Declarations.
 - 6. Letters must be internally illuminated with a Plexiglas or acrylic lens.
 - 7. All roof penetrations must be done by Landlord's designated roofing contractor at Tenant's expense and performed in a manner not to invalidate or interfere with any roof warranties. Any proposed roof penetrations must be shown on submitted sign drawings for approval.
 - 8. No exposed wiring, conduits, tubing, or crossovers will be permitted.
 - 9. All conductors, transformers, cabinets, housings, and other equipment must be concealed.
 - 10. Electrical service to all signs will be on a Tenant-supplied time clock or solar switch, on a separate circuit, and wired to Tenant's meter.
 - 11. Provide concealed disconnect switch at sign transformer or near electrical junction box.

IV. MISCELLANEOUS PROVISIONS

- A. The following types of signs are prohibited:
1. Outrigger signs
 2. Moving signs
 3. Rooftop signs
 4. Wooden signs
 5. Iridescent signs
 6. Painted signs
 7. Box signs
 8. Flashing, moving or blinking signs
 9. Individually pin mounted letters
- B. No sign attached to the exterior of a building shall be:
1. Placed on canopy roofs extending above the building roof, placed on penthouse walls, or placed so as to project above the parapet, canopy or top of the wall upon which it is mounted.
 2. Lower than eight (8) feet (measured to the bottom of the sign) above the sidewalk.

EXHIBIT D
GUARANTY OF LEASE

IN CONSIDERATION OF the sum of \$10.00 paid by Landlord to the undersigned, and as an inducement to the execution of the Lease by Landlord, the undersigned (each, a "Guarantor"), intending to be legally bound hereby (and hereby acknowledging that it has a material economic or other interest in Tenant and/or the operations of Tenant and shall therefore derive substantial benefit from Landlord's and Tenant's entry into the Lease), absolutely and unconditionally, jointly and severally, guarantees the prompt, complete, and full and punctual payment, observance, and performance of all the terms, covenants, and conditions provided to be paid, kept, and performed by the tenant under that certain Lease Agreement (such lease, as amended, being herein referred to as the "Lease"), dated 10/25, 2019, between C4 Grande Dunes MOB, LLC, as Landlord ("Landlord"), and American Health Imaging of South Carolina, LLC as Tenant ("Tenant"), covering certain premises located in Myrtle Beach, South Carolina, and all renewals, amendments, expansions, and modifications of the Lease. This Guaranty shall include any liability of Tenant which shall accrue under the Lease for any period preceding as well as any period following the term of the Lease. All capitalized terms not otherwise defined herein shall have the meaning(s) set forth for those terms in the Lease.

Guarantor agrees that this Guaranty shall be binding upon Guarantor without any further notice of acceptance hereof, and that same shall be deemed to have been accepted by the execution of the Lease; and that immediately upon each and every default by Tenant under the Lease, Guarantor shall pay to Landlord the sum or sums in default and shall comply with and perform all the terms, covenants and conditions of the Lease that are binding upon Tenant pursuant to the Lease. Guarantor expressly waives (a) presentment for payment, demand, notice of demand and dishonor, protest, and notice of protest and nonpayment or nonperformance of the obligations; and (b) diligence in: (i) enforcing payment or performance of, or collecting, the obligations; (ii) exercising its rights or remedies under the Lease; or (iii) bringing suit against Tenant or any other party. Landlord shall be under no obligation: (a) to notify Guarantor of: (i) its acceptance of this Guaranty; or (ii) the failure of Tenant to timely pay or perform any of the obligations. To the full extent allowed by applicable law, Guarantor waives all defenses: (a) given to sureties or guarantors at law or in equity, other than the actual payment and performance of the obligations; and (b) based upon questions as to the validity, legality, or enforceability of the obligations. The payment by Guarantor of any amount pursuant to this Guaranty shall not in any way entitle Guarantor to any right, title or interest (whether by way of subrogation or otherwise) in and to: (a) any of the obligations; (b) any proceeds thereof; or (c) any security therefor. Guarantor unconditionally waives: (a) any claim or other right now existing or hereafter arising against Tenant or any other party that arises from, or by virtue of, the existence or performance of this Guaranty (including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, indemnification, or to payment); and (b) any right to participate or share in any right, remedy, or claim of Landlord.

The obligation of the Guarantor is primary and independent of Tenant's obligations under the Lease and may be enforced directly against the Guarantor independently of and without proceeding against the Tenant or exhausting or pursuing any remedy against Tenant or any other person or entity. Guarantor specifically waives all of Guarantor's rights under all statutory or common law provisions which are or may be in conflict with the rights, remedies and privileges granted or otherwise afforded to Landlord pursuant to this Guaranty.

This instrument may not be changed, modified, discharged, or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and the Landlord.

The obligations of Guarantor under this Guaranty shall not be released or otherwise affected by reason of any sublease, assignment, or other transfer of the Tenant's interest under the Lease, whether or not Landlord consents to such sublease, assignment, or other transfer.

Any act of Landlord, or the successors or assigns of Landlord, consisting of a waiver of any of the terms or conditions of said Lease, or the giving of any consent to any matter or thing relating to said Lease, or the granting of any indulgences or extensions of time to Tenant, may be done without notice to Guarantor and without releasing or modifying the obligations of Guarantor hereunder. No exercise or failure to exercise, by Landlord of any right or remedy under the Lease shall in any way affect any of the obligations of Guarantor hereunder or any of the Collateral or security furnished by Guarantor or give Guarantor any recourse against Landlord.

The obligations of Guarantor hereunder shall not be released by Landlord's receipt, application, or release of security given for the performance and observance of covenants and conditions in said Lease contained on Tenant's part to be performed or observed, nor by any modification of such Lease; but in case of any such modification the liability of Guarantor, to the extent applicable, shall be deemed modified in accordance with the terms of any such modification of the Lease.

Guarantor waives any defense or right arising by reason of any disability or lack of authority or power of Tenant and shall remain liable hereunder if Tenant or any other party shall not be liable under the Lease for any of such reasons.

Until all the covenants and conditions in said Lease on Tenant's part to be performed and observed are fully performed and observed, Guarantor (i) shall have no right of subrogation against Tenant by reason of any payments or acts of performance by the Guarantor in satisfaction of the obligations of the Guarantor hereunder; (ii) waives any right to enforce any remedy which Guarantor now or hereafter shall have against Tenant by reason of any one or more payments or acts of performance in satisfaction of the obligations of Guarantor hereunder; and (iii) subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant to the Landlord under said Lease.

The liability of Guarantor hereunder shall not be diminished, released or otherwise affected or impaired in any respect by (i) any insolvency, bankruptcy, reorganization, receivership, or other debtor relief proceeding involving Tenant (collectively "proceeding for relief"); (ii) the impairment, limitation, or modification of the liability of Tenant or the estate of the Tenant in any proceeding for relief, or the impairment, limitation, or modification of any remedy for the enforcement of Tenant's liability under the Lease, resulting from the operation of any law relating to bankruptcy, insolvency, or similar proceedings or other laws (including without limitation 11 U.S.C. § 502(b)(6)), or from the decision in any court; (iii) the rejection or disaffirmance of the Lease in any proceeding for relief; or (iv) the cessation or limitation from any cause whatsoever of any liability of Tenant.

This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment by Tenant to Landlord under the Lease is avoided, rescinded or must otherwise be returned by Landlord upon the insolvency, bankruptcy, reorganization, receivership, or other proceeding for relief involving Tenant, all as though such payment had not been made.

This Guaranty is executed and delivered for the benefit of Landlord and its successors and assigns, and is and shall be binding upon Guarantor and its successors and assigns, but Guarantor may not assign its obligations hereunder.

Guarantor agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in successfully enforcing the terms of this Guaranty.

This Guaranty shall be governed by and construed in accordance with the internal laws of the State which governs the Lease, excluding any principles of conflicts of laws. For the purpose solely of litigating any dispute under this Guaranty, the undersigned submits to the jurisdiction of the courts of said state.

Each Guarantor represents and warrants that he or she is unmarried or his or her spouse has executed this Guaranty of Lease. If the Guarantor is more than one person or entity, the liability of each such Guarantor shall be joint and several.

WITNESS THE EXECUTION hereof this 30 day of September, 2019.

GUARANTOR:

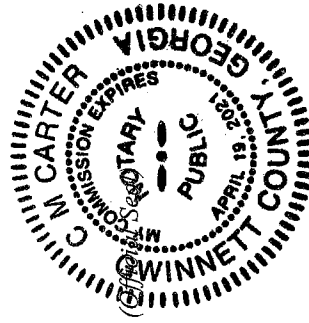
AMERICAN HEALTH IMAGING, INC.,
a GA corporation

By: [Signature]
Name: Scott Arant
Title: CEO
EIN: 58-2329279

I, C. M. Carter, a Notary Public for said county and state, do hereby certify that Scott Arant
the CEO of American Health Imaging, Inc. personally appeared before me this day and acknowledged that
he/she duly executed the foregoing instrument on behalf of said corporation.

Date: 9/30/2019

[Signature]
Official Signature of Notary



C. M. Carter
Notary's printed or typed name, Notary Public
My commission expires: 4/19/2021

EXHIBIT E

PROHIBITED AND EXCLUSIVE USES

The following uses shall not be permitted on any part of the Premises:

- Any establishment selling or exhibiting pornographic materials or drug-related paraphernalia (excluding of a pharmacy);
- Any gambling facility or operation, including, without limitation, off-track or sports betting parlor; table games such as blackjack or poker; slot machines, video poker/blackjack/keno machines or similar devices, or bingo hall;
- An "adult bookstore, "adult cabaret", "adult model studio", "adult motel", "adult theater", "adult video store, "escort service, "peep show" or "sexual encounter center" or other "adult" use as defined in the Code of Ordinances of the City of Myrtle Beach;
- Any use which emits an obnoxious odor, noise or sound which can be heard or smelled off of the Premises;
- Any "second hand" or "surplus" store (excluding any business operating as a Goodwill store);
- Any movie theater;
- Any cocktail lounge, tavern or bar; provided, however, the foregoing shall not prohibit alcohol sales in connection with the operation of a full service, sit down restaurant including a first class wine bar restaurant or first class craft beer restaurant;
- Any night club or discotheque;
- Any service station, or gas pumping facility;
- Any skating rink, bowling alley, or other place whose primary business is recreation or amusement;
- Any living quarters, sleeping apartments, hotels, motels, or lodging rooms;
- Any animal raising facilities or pet shops;
- Any mortuary or funeral parlor;
- Any manufacturing or warehouse facility;
- Any nursing home;
- Any church;

Any school or training facilities; provided, however children's play centers and day care centers are allowed;

Any mobile home park, trailer court, labor camp, junkyard or stock yard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction or maintenance);

Any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors);

Any fire sale, bankruptcy sale (unless pursuant to a court Order) or auction house operation;

Any automobile, truck, trailer or recreational vehicle sales, leasing, display, service (including fueling facilities) or body shop repair operation;

Any auction house, flea market, pawn shop, pool or billiard hall, car wash, tattoo parlor (including any body piercing facilities), or any establishment featuring nude, topless or partially clad dancing;

Any establishment of the nature which is commonly referred to in the Grand Strand Area as a beachwear or towel shop, t-shirt shop or surfwear shop (such as Wings or Eagles) (but the ancillary sale of towels, t-shirts and surfwear as an incidental part of another retail business shall be permitted);

No part of the Premises shall be sold, used, leased or made available for use by Landlord, its successors and assigns, or to any other person or successor in title to the Premises (including Tenant), other than GDMB Operations, LLC or its successors, assigns, affiliates, designees or licensees for the purpose of operating a house and/or villa rental business, the business of managing homeowner associations or regimes, and such other ancillary businesses as are necessary or appropriate for the operation of the foregoing such as, without limitation, group services, group reservations, group audio-visual, equipment rentals, housekeeping services, and villa maintenance, and group entertainment reservations;

No part of the Premises shall be sold, used, leased or made available for use by Landlord, its successors and assigns, or to any other person or successor in title to the Premises (including Tenant) other than GDMB Real Estate Brokerage, LLC, or its successors, assigns, affiliates, designees or licensees for the purpose of operating a real estate sales and rental business, and such other ancillary businesses as are necessary or appropriate for the operation of the foregoing;

Any use as a central laundry, dry cleaning plant or laundromat; or

No part of the Premises shall be used, leased or made available for use for the purpose of booking, reserving or purchasing golf course starting times for golf courses located in Horry or Georgetown Counties, South Carolina.

Additionally, no part of the Premises shall be used for any of the following:

- (i) any unlawful purpose, or in any way which would constitute a legal nuisance to adjoining tenants in the Center; dry cleaning plant; adult entertainment facility; massage parlor (other than a typical "day spa" such as "Massage Envy," "Hot Rock," or "Hand & Stone"); adult book store; a so-called "head shop;" tattoo or piercing parlor; a gaming, gambling, betting or game of chance business (exclusive of the sale of lottery tickets); any federal, state or municipal tenant, or agency, affiliate or related entity thereof; business whose primary service is check cashing (such as Amscot, Advance America, Cash Advance Centers, Moneytree, etc.) or
- (ii) cinema or theater; skating rink; bowling alley; discotheque; dance hall; nightclub; amusement gallery; pool room; health spa or gymnasium; pin ball or electronic game room (unless incidental to a permitted restaurant use); funeral parlor; flea market; bingo parlor; cafeteria; sale, rental, lease, or repair or maintenance of automobiles, trucks, other motorized vehicles, or trailers; billboard; cell phone tower; pawn shop; driving school; variety-type or price point store (drug store, "dollar" store, "five and dime," such as Walgreen's, CVS, Dollar Tree, Dollar General, Family Dollar, Big Lots); sub shop (such as Subway, Quizno's, Firehouse, or Jimmy John's); or wholesale clubs (such as Costco, BJ's, Sam's Club).

Additionally, no portion of the Premises shall be used for: (i) a day care center and/or cocktail lounge of a parking intensive nature; or (ii) a day care center (including any "drop-in" or other child care facility), or (iii) a "concept" restaurant (specifically excluding any "fast food" or "fast casual/quick service restaurants") and/or cocktail lounge of a parking intensive nature, such restaurants and/or cocktail lounges being similar in nature to Applebee's, Outback Steakhouse, Chili's, Hooters, and T.G.I. Friday's.

Additionally, no portion of the Premises shall be used, either directly or indirectly via remote distribution (e.g., ordering, processing, or delivery by internet, mail order, etc.), to: (i) Engage in the retail sale of groceries; (ii) Operate a grocery supermarket, bakery, delicatessen, and/or fish market; (iii) Sell or distribute drugs or other products which are required by law to be dispensed by a licensed pharmacist (or similar health care practitioner authorized by law), even though such pharmacist or health care practitioner may not be required to be present for delivery of such products; (iv) Engage in retail sales of items of food for "off-premises" consumption; (v) Engage in retail sales of beer and wine for "off-premises" consumption; (vi) Engage in retail sales of distilled spirits and other alcoholic beverages for "off-premises" consumption (i.e. a liquor store); or (vii) Engage in the sale of other products typically offered for sale in a grocery supermarket (the "Supermarket Use"). (items (i) through (vii), collectively, the "Publix Exclusive"). Notwithstanding the Publix Exclusive, occupants of the Premises shall not be prohibited from engaging in the following (provided the operation of any such uses does not in any way prevent or impede, through any law, statute, code or ordinance, any use right Publix (its successors and assigns, collectively "Publix") may have in the Premises or other space in the Village Shops at Grande Dunes shopping center):

(i) any sit down restaurant offering prepared ready-to-eat food items for consumption either on or off the premises;

(ii) any "quick serve" or "fast casual" restaurant, serving prepared ready to eat food items for consumption on or off the premises (such as McDonald's, Wendy's, Chick-fil-A or Burger King; but such use shall not include a "play place" or other equipment for children with a playground atmosphere);

(iii) any delicatessen or sandwich shop type restaurant (but not a bakery) (such as Zoe's Kitchen, Newk's, McAllisters, Café Carolina, Which-Wich and Jason's Deli) which offers take out service/catering services only as an incidental part of its restaurant operation, provided that at least seventy percent (70%) of the Leasable Floor Area of such restaurant (exclusive of kitchen or food preparation area) is utilized for seated dining purposes, subject to strict compliance with all of the following conditions: (i) take-out sales/catering of bakery items (excluding bagels) shall not amount to more than twenty percent (20%) of gross sales, and Declarant shall create and impose upon such restaurant an enforceable process (through the restaurant's tenant lease, a covenant running with the land, the Declarations or other similar method) through which Declarant shall receive certified sales information regarding sales from such restaurant's leased premises as necessary for Declarant periodically to confirm compliance with this subparagraph (i), which compliance Declarant shall confirm in writing to Publix upon request); (ii) no meats or salads may be sold by the pound; (iii) the sale of whole or decorated cakes shall be prohibited (provided that the sale of cakes by the slice shall be permitted for either on or off premises consumption); and (iv) such restaurant expressly shall be prohibited from selling alcoholic beverages (including, without limitation, beer, wine, and liquor) for off premises consumption (provided the sale of beer and wine only for on-premises consumption may be allowed only if (A) the ratio of alcohol sales to food sales does not exceed twenty-five percent (25%), and (B) such restaurant expressly is prohibited from providing live entertainment);

(iv) a health food store or nutrition center (such as a vitamin store), provided that the Leasable Floor Area devoted to such health food store or nutrition center shall not exceed 2,000 square feet, ice cream parlor or frozen yogurt store, franchise doughnut shop (equivalent to a Dunkin' Donut or Krispy Kreme operation), bagel shop, candy store, or a pickup or delivery outlet (such as pizza or Chinese delivery), all of which may offer the sale of food items for consumption on or off the premises;

(v) a combination gas station and convenience food store operation, provided that the Leasable Floor Area devoted to the sale of food and beverage products shall not exceed 2,500 square feet; PROVIDED, HOWEVER, the foregoing exception shall not permit a gas station/convenience food store that is owned by, operated by or controlled by another grocery supermarket entity or general merchandise retailer that also operates grocery supermarkets (such as Wal-Mart), such entity's parent company or its subsidiaries or affiliates, and which gas station and convenience store operation is identified on the premises with such grocery supermarket name or the name under which such general merchandise retailer operates its grocery supermarkets within the State in which the Premises is located;

(vi) as to the exclusive uses set forth in Supermarket Use described above, the retail sale of groceries and other products typically sold in a grocery supermarket (but not perishable goods typically sold in a grocery supermarket, "perishable goods" meaning any goods or products that require storage or display below room temperature to maintain freshness and avoid degrading of quality) by any tenant or occupant of premises within the Premises (other than Publix, an entity in which Publix owns a legal or beneficial interest, or an entity which owns a legal or beneficial

interest in Publix), but only to the extent the sale of such groceries and other products typically sold in a grocery supermarket: (a) constitute not more than an aggregate of ten percent (10%) of the dollar amount of gross sales volume of any such tenant, and (b) the Leasable Floor Area of any such premises devoted to the sale thereof shall not exceed the lesser of: (i) ten percent (10%) of the Leasable Floor Area of such premises devoted to retail sales area (as opposed to office, storage, or other uses); or (ii) two hundred (200) square feet, which area shall include one-half (½) of the Leasable Floor Area of aisle space adjacent to the display area of such products;

(vii) the retail sale of one (1) or a combination of the following: whole and ground coffee beans, coffee by the cup, espresso/coffee/tea-based drinks, teas and spices, blended beverages, espresso/coffee/tea related equipment, supplies and accessories (collectively, a "Coffee Store"), together with all, none, or any combination of the following, provided the primary business is a Coffee Store, that the Leasable Floor Area of a Coffee Store may not exceed 2,000 square feet and further provided that such Coffee Store use is: (i) seasonal, promotional and branded merchandise (said branded merchandise to be branded only by the tenant operating the Coffee Store); (ii) baked goods and baked desserts (but not the operation of a typical bakery), which shall be baked off-premises (provided said requirement to be baked off-premises shall not prevent such items from being warmed and/or finished on-premises); (iii) assorted food items, including, but not limited to, non-baked desserts, frozen desserts, salads, sandwiches, juices, candies and frozen novelties; (iv) books, magazines and newspapers; and (v) music merchandise and digital media content. Notwithstanding the foregoing, display by a Coffee Store of items described in clauses (ii) and (iii) above shall not exceed the lesser of 350 square feet (including aisle space) or 30% of the Leasable Floor Area in the Coffee Store premises;

(viii) a florist;

(ix) a store primarily selling greeting cards and/or office products;

(x) a store primarily selling smoothies, frozen yogurt and/or ice cream, or similar products (collectively, "Ice Cream Shop"); or

(xi) an ABC liquor store.

No portion of the Premises shall be used for the sale of: (a) whole or ground coffee beans, (b) espresso, espresso-based drinks or coffee-based drinks, (c) tea or tea-based drinks, (d) brewed coffee, and/or (e) coffee based blended beverages. Notwithstanding the foregoing, occupants of the Premises may sell brewed coffee or brewed tea that is neither (i) gourmet nor (ii) brand identified, and may also sell pre-bottled tea or pre-bottled tea-based drinks. For purposes of the paragraph, "gourmet" shall be defined as: (a) Arabica bean-based or (b) sourced from a gourmet coffee or tea brand such as Coffee Bean & Tea Leaf, Intelligentsia, Peets, Caribou or similar branding. "Brand identified" shall mean beverages that are advertised or marketed within the premises by its brand name, or served in a brand-identified cup. Full services, sit-down restaurants with a wait staff and table service serving a complete dinner menu may sell, in conjunction with a sale of a meal, brewed coffee, tea and hot espresso drinks for on-premises consumption only.

No portion of the Premises shall be used for the sale of burritos, wraps, fajitas or tacos.

The Premises shall not be used for the sale of frozen desserts in excess of ten percent (10%) of Tenant's gross sales from the Premises.

The Premises shall not be used for the sale of athletic shoes, athletic apparel, associated athletic accessories, athletic training programs and related services.

No portion of the Premises shall be used for the sale of Asian cuisine or sushi.

No portion of the Premises shall be used for the sale of breakfast foods or as a restaurant.

No portion of the Premises shall be used for any traditional retail use.

EXHIBIT F

DIMPLEX W02-10000 CHILLER



Chiller:		WO2-10000-2P-NF-L-M-407C DTSWO2100MR45L-45C/-45L
Net cooling capacity:	BTU/kW	153,540/45
Refrigerant:		R407C
Coolant:		Water/glycol 50/50
Coolant outlet temperature:	°F/°C	48/8.9
Coolant temperature accuracy:	°F/°C	± 1.8/ ±1.0
Coolant flow:	GPM/LPM	21 +/- 2 / 80 +/- 10
Max. coolant pressure available:	Psi/Bar	70/4.8
Max. ambient temperature:	°F/°C	122/50
Min. ambient temperature:	°F/°C	-20/-29
*Low Ambient model -MR45L		-40/-40
Condenser air flow, approx.:	Cfm	12000
Tank capacity:	Gal/Ltr	100/45
Supply voltage:	V / Ph / Hz	460/3/60
Max. current consumption:	A	55
Coolant connections:	NPTF	2.0"
Net weight (dry):	lb/kg	3000/1361
width:	in/cm	113/287
height:	in/cm	84.5/215
depth:	in/cm	44/112

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