

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Lease**") is made and entered into as of the 2ND day of FEBRUARY, 2017 by and between EATON-LONGORIA 19 WESTOVER, LTD., a Texas limited partnership ("**Landlord**"), and AMERICAN HEALTH IMAGING OF DALLAS, LLC, a Texas limited liability company ("**Tenant**").

**ARTICLE I.
DEFINED TERMS, LEASED PREMISES, TERM & PARKING**

Section 1.1 Reference Provisions.

- (a) **SCHEDULE A** - the Summary of Basic Lease Terms set forth in **Schedule A** attached hereto is incorporated into and made a part of this Lease and all references to the "**Lease**" shall include the provisions set forth in **Schedule A**.
- (b) **LEASED PREMISES** - The Leased Premises, which the parties agree shall contain the amount of Floor Area set forth in **Schedule A**, subject to re-measurement as set forth therein, shall be located in that certain medical office building constructed on the Building Site as described below and located at 10131 Highway 151, San Antonio, Texas 78251, said medical office building being depicted on **Exhibit A-2** attached hereto (the "**Building**"). The parties agree the Building contains the amount of Floor Area set forth in **Schedule A** and is located in the project known as Westover Medical Park (as modified, altered, and/or expanded from time-to-time, the "**Project**"), such Project being located at the northeast corner of the intersection of State Highway 151, Military Drive West and Rogers Road, in the City of San Antonio, Bexar County, Texas. The location of the Leased Premises within the Building is as shown on **Exhibit A-3** attached hereto.
- (c) **BUILDING SITE** - the land upon which the Building is situated, which is more particularly described on **Exhibit A-1** attached hereto.
- (d) **TERM** - the period of years set forth in **Schedule A** commencing on the Commencement Date as provided in **Section 1.3** below. If the Term commences on a day other than the first day of the month, then the Term shall be extended for such fractional month.
- (e) **MINIMUM RENT** - the Minimum Rent amount is set forth in **Schedule A**.
- (f) **RENT** - Rent or rent shall mean Minimum Rent and all other amounts payable by Tenant to Landlord pursuant to this Lease.
- (g) **OPERATING COSTS** - The Operating Costs as provided in **Section 2.5** below.
- (h) **PERMITTED USE** - The use that Tenant may make of the Leased Premises as set forth in **Schedule A**.
- (i) **SECURITY DEPOSIT** - The amount set forth in **Schedule A** to be delivered by Tenant to Landlord upon execution of this Lease by Tenant.
- (j) **TENANT'S PRO RATA SHARE** - The fraction obtained by dividing the Floor Area of the Leased Premises by the Floor Area of the Building, as the same may change from time to time. The initial Tenant's Pro Rata Share is set forth in **Schedule A**.

- (k) **LEASE YEAR** - Each twelve (12) month period commencing on the first day of the first full month of the Term of this Lease following the Commencement Date, or anniversary of such date. If the Commencement Date does not occur on the first day of a calendar month, the first Lease Year shall include such partial month in addition to the following twelve (12) calendar months.
- (l) **FLOOR AREA** - The total number of square feet of floor area located within the perimeter walls of the Leased Premises and the Building, as the same are constructed or changed from time to time, which number of square feet shall be based upon measurements extending from the midpoint of demising walls and the exterior surface of perimeter walls. The demising walls are those which separate the Leased Premises from space leasable to other tenants and the perimeter walls are those walls which separate building(s) from the Building Common Areas. The Floor Areas of the Premises and the Building as of the date hereof are set forth in **Schedule A** and are subject to change as set forth herein.
- (m) **NOTICE ADDRESS** - The Landlord's and Tenant's addresses for notice are set forth in **Schedule A**.
- (n) **REASONABLENESS STANDARD** - Whenever in this Lease a duty of reasonableness is imposed on Landlord, the parties agree that Tenant shall not have the right to assert that Landlord is being unreasonable unless Landlord's action has a material adverse effect on the rights or obligations of Tenant under this Lease.

Section 1.2 Leased Premises.

Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the Leased Premises for the Term. The Leased Premises shall not include the land lying under the Building or the exterior walls or roof of the Building. The Leased Premises extend to the exterior faces of exterior walls or to the building or demising line where there is no wall, or the center line of those walls separating the Leased Premises from other leased premises. Landlord reserves the right to install, maintain, use, repair and replace pipes, duct work, duct chases, conduits, utility lines and wires through hung or exposed ceiling space, column space, and partitions, in, through, above or below the Leased Premises, except in the MRI and CT rooms, or in other parts of the Building, so long as such work does not materially interfere with Tenant's use of the Leased Premises; and Landlord reserves the right to use the roof and exterior walls of the Building for any reason so long as such use does not materially interfere with Tenant's use of the Leased Premises.

Section 1.3 Commencement of Term.

The Term shall commence on the date ("**Commencement Date**") which is the earliest to occur of (i) the date Tenant occupies any portion of the Leased Premises and begins conducting business therein, (ii) the date on which Tenant's Work (as defined in **Exhibit B** hereto) in the Leased Premises is Substantially Completed (as defined in **Exhibit B** hereto), (iii) the date on which Tenant's Work in the Premises would have been Substantially Completed but for the occurrence of any Tenant Delay Days (as defined in **Exhibit B** hereto), or (iv) the Outside Completion Date (as defined below). At Landlord's request Tenant will execute a written instrument, in form acceptable to Landlord, setting forth the actual Commencement Date of the Term, the ending date of the Term, and such other information as Landlord may reasonably request. Any access by Tenant to the Leased Premises prior to the Commencement Date shall be upon all of the terms, covenants and conditions of this Lease except for the payment of Rent and other charges.

The "**Turnover Date**" shall be the date Landlord delivers to Tenant the Leased Premises after Substantial Completion of Landlord's Work (as defined below), whereupon Tenant shall commence Tenant's Work (as set forth in **Exhibit B** attached hereto). Should the Turnover Date occur prior to completion of Landlord's Work, Tenant agrees to coordinate its construction activities with Landlord's contractor so as not to unreasonably interfere with Landlord's Work and, to the extent reasonably possible, Landlord's Work will not unreasonably interfere with Tenant's Work. For all purposes of this Lease, the term "**Substantial Completion of Landlord's Work**" shall mean the date on which the architect of the Building issues a Certificate of Substantial Completion (AIA Form 6704), confirming that the Leased Premises is substantially complete in accordance with the plans and specifications therefor; provided that mechanical adjustments, minor construction details and punch list items that remain incomplete shall not preclude Landlord from achieving Substantial Completion of Landlord's Work provided such items do not prevent Tenant from commencing Tenant's Work in the Leased Premises.

The "**Outside Completion Date**" shall be the date that is one hundred twenty (120) days after the Turnover Date, provided that the Outside Completion Date shall be extended one day for each Landlord Delay Day, as defined in **Exhibit B**, which shall be Tenant's sole and exclusive remedy for any such Landlord Delay Day.

Section 1.4 Quiet Enjoyment.

Tenant, upon paying the rents herein reserved and performing and observing all of the other terms of this Lease, shall peaceably and quietly have, hold and enjoy the Leased Premises during the Term, subject to the terms of this Lease and to any mortgages, ground leases, restrictive covenants, easements, agreements and encumbrances now affecting the Leased Premises (collectively, the "**Permitted Encumbrances**").

ARTICLE II. RENT AND OTHER CHARGES

Section 2.1 Minimum Rent.

Tenant shall pay to Landlord without previous demand and without any setoff or deduction, the Minimum Rent, payable in equal monthly installments, in advance, on the first day of each and every calendar month throughout the Term. The first installment of Minimum Rent shall be paid upon the Commencement Date. If the Term commences on a date other than the first day of a month, Tenant shall pay Landlord a pro-rata portion of Minimum Rent for such partial month, calculated based on the number of days in such calendar month, upon the Commencement Date.

Section 2.2 Security Deposit.

Tenant shall deliver to Landlord the Security Deposit, in the amount set forth in **Schedule A**, on the date of execution of this Lease. Upon receipt from Tenant of the Security Deposit, such Security Deposit shall be held by Landlord without interest as security for the performance by Tenant of Tenant's covenants and obligations under this Lease. The Security Deposit shall be in the form of a company check or wire transfer. Such deposit is not an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. If at any time during the Term of this Lease any of the rental herein reserved shall be overdue and unpaid, or any other sum payable by Tenant to Landlord hereunder shall be overdue and unpaid, then Landlord may at its option apply any portion of said deposit to the payment of such overdue rental or other sum. In the event of the failure of Tenant to keep and perform any of the other

terms, covenants and conditions of this Lease to be kept and performed by Tenant, then Landlord at its option may apply the Security Deposit, or so much thereof as may be necessary to compensate Landlord for loss, cost, or damage sustained, incurred or suffered by Landlord due to such breach on the part of Tenant. Should the Security Deposit, or any portion thereof be applied by Landlord as herein provided, Tenant shall, upon written demand of Landlord, remit to Landlord a sufficient amount in cash to restore the 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 a default under this Lease. Any remaining balance of such deposit shall be returned by Landlord to Tenant at such time after termination of this Lease that all of Tenant's obligations under this Lease have been fulfilled.

Section 2.3

Taxes.

Landlord shall annually estimate the amount of Tenant's Pro Rata Share of Real Estate Taxes (as hereafter defined) and Tenant shall pay to Landlord as additional rent one-twelfth (1/12) of such estimated amount monthly in advance, together with payment of Minimum Rent. After the end of each calendar year, Landlord shall furnish Tenant a statement of the actual Real Estate Taxes and the actual amount of Tenant's Pro Rata Share thereof and there shall be an adjustment between Landlord and Tenant to the end that Landlord shall receive the entire amount of Tenant's Pro Rata Share of Real Estate Taxes for such period. If Tenant owes Landlord an additional amount for Tenant's Pro Rata Share of Real Estate Taxes, Tenant will pay such amount within thirty (30) days after such statement is delivered to Tenant. If Landlord owes Tenant a refund, Landlord will pay such amount within thirty (30) days after such statement is delivered to Tenant. "Real Estate Taxes" shall include all taxes and assessments (special or otherwise) levied or assessed directly or indirectly against the Building and Building Site (i.e. the land and real property improvements situated on the Building Site, as the same may be enlarged or reduced from time to time as permitted hereunder), imposed by federal, state, or local governmental authority or any other taxing authority having jurisdiction over the Building and Building Site, including expenses directly incurred by Landlord in contesting the validity of, in seeking a reduction in, or in seeking to prevent an increase in any such taxes or assessments (the "Contest Expenses"). Franchise, capital stock, income, estate or inheritance taxes personal in nature to Landlord are not deemed to be Real Estate Taxes.

Notwithstanding anything to the contrary contained in this Lease, if federal, state or local law now or hereafter imposes any tax, assessment, levy or other charge (other than any income, inheritance or estate tax) directly or indirectly upon (a) Landlord with respect to this Lease or the value thereof, (b) Tenant's use or occupancy of the Leased Premises, (c) the minimum guaranteed rental or any other sum payable under this Lease, (d) this transaction, or (e) Landlord as a substitute, replacement, or partial replacement for real property taxes or any reduction of real property taxes (e.g., the "margins tax" passed by the 79th Texas Legislature, 3rd Special Session, known as HB 3 and taking effect as of January 1, 2008), then, all such taxes, assessments, levies, and charges shall be deemed to be included within the term "Real Estate Taxes" for purposes hereof, and Tenant shall pay the same as additional rent.

Real Estate Taxes for any tax year during which the Commencement Date occurs or the Term ends shall be prorated. Landlord has made no representation or agreement of any kind as to the total dollar amount of such taxes, actual or estimated, or Tenant's dollar share thereof.

Tenant has no right to protest the real property tax rate applicable to the Leased Premises or the appraised value of the Leased Premises determined by any appraisal review board or other taxing entity with authority to determine tax rates and/or appraised values (each a "Taxing Authority"). Tenant hereby knowingly, voluntarily and intentionally waives and releases any right, whether created by law or otherwise, to do any of the following: (1) to file or otherwise protest before any Taxing Authority any such rate or value determination even though Landlord may elect not to file any such protest; (2) to appeal

any order of a Taxing Authority which determines any such protest; and (3) to receive, or otherwise require that Landlord deliver to Tenant, a copy of any reappraisal notice received by Landlord from any Taxing Authority. The foregoing waiver and release covers and includes any and all rights, remedies and recourse of Tenant, now or at any time hereafter, under Section 41.413 and Section 42.015 of the Texas Tax Code (as currently enacted or hereafter modified) together with any other or further laws, rules or regulations covering the subject matter thereof. Tenant acknowledges and agrees that the foregoing waiver and release was bargained for by Landlord and Landlord would not have agreed to enter into this Lease in the absence of this waiver and release. Notwithstanding the foregoing, Landlord agrees to protest any Real Estate Taxes on behalf of Tenant and the other tenants in the Building to the extent Landlord determines that any such protest would be commercially reasonable.

In addition to the above, Tenant shall pay promptly when due all taxes imposed upon Tenant's personal property, Tenant's rent, this Lease and Tenant's business operation, including all sales taxes, value added taxes, documentary taxes, stamp taxes and other taxes assessed upon the consideration to be received by Landlord for this Lease or upon the personal property of Tenant. In no event will Tenant be responsible for the payment of late fees or penalties assessed against Landlord due to Landlord's failure to timely pay taxes for which Landlord is responsible hereunder.

Section 2.4 Insurance.

Landlord shall annually estimate the amount of Tenant's Pro Rata Share of Insurance Costs (as hereafter defined) and Tenant shall pay to Landlord as additional rent one-twelfth (1/12) of such amount monthly in advance, together with payment of Minimum Rent. After the end of each calendar year, Landlord shall furnish Tenant a statement of the actual Insurance Costs and the actual amount of Tenant's Pro Rata Share thereof and there shall be an adjustment between Landlord and Tenant to the end that Landlord shall receive the entire amount of Tenant's Pro Rata Share of Insurance Costs for such period. If Tenant owes Landlord an additional amount for Tenant's Pro Rata Share of Insurance Costs, Tenant will pay such amount within thirty (30) days after such statement is delivered to Tenant. If Landlord owes Tenant a refund, Landlord will pay such amount within thirty (30) days after such statement is delivered to Tenant. Landlord's annual costs of maintaining the insurance coverage set forth in **Section 5.1(f)** below shall be referred to as "**Insurance Costs**".

Section 2.5 Building Common Areas and Operating Costs.

All common facilities made available by Landlord in or about the Building and/or Building Site from time-to-time (collectively, the "**Building Common Areas**") shall be subject to the exclusive control and management of Landlord. The Building Common Areas (as initially constructed or as the same may be enlarged or reduced at any time thereafter) shall mean the parts of the Building and Building Site from time to time so designated by Landlord for the common and joint use and benefit of Landlord, Tenant and other tenants and occupants of the Building, and their respective employees, agents, permitted subtenants, concessionaires, licensees, customers and invitees (collectively, "**Building Common Area Users**"). The Building Common Areas shall be subject to Landlord's sole management and control and shall be operated and maintained in such manner as Landlord, in its discretion, shall determine. Provided Landlord does not materially and unreasonably interfere with Tenant's ability to conduct business in the Leased Premises, Landlord reserves the right to construct, maintain, and operate lighting and other facilities, equipment and signs on the Building and all of the Building Common Areas; to police the same; to change the area, level, location and arrangement of the Building Common Areas; to make additions, deletions, alterations, expansions, modifications and improvements thereto; to close temporarily all or any portion of the Building Common Areas for the purpose of making repairs or changes to the Building Common Areas or to any other part of the Building, provided Landlord provides advance written notice (except in the event of an emergency); to establish, modify and enforce reasonable rules and regulations

with respect to the Building and Building Common Areas and the use to be made thereof; and to grant Building Common Area Users and others the right to conduct sales and other events in the Building Common Areas. Landlord shall operate, manage, equip, light and maintain the Building and Building Common Areas in such manner as Landlord may from time to time determine, including but not limited to charging admission to invitees for the use of the Building Common Areas for special events in the Building and/or monitoring access to and from the Building and Building Common Areas, and Landlord shall have the right and exclusive authority to delegate its duties hereunder to a property manager, and/or to employ and discharge all personnel with respect to the foregoing. If the size, location or arrangement of such Building Common Areas or the type of facilities at any time forming a part thereof is changed or diminished, Landlord shall not be subject to any liability therefor, nor shall Tenant be entitled to any compensation or diminution or abatement of rent therefor, nor shall such change or diminution of such areas be deemed a constructive or actual eviction. In order to establish that the Building Common Areas and any portion thereof is and will continue to remain private property and to prevent a dedication thereof or the accrual of any rights to any person or the public, provided Landlord provide advance written notice to Tenant, Landlord reserves the unrestricted right to close all or any portion of the Building Common Areas to the general public for the amount of time deemed necessary by Landlord and, in connection therewith, to seal off all entrances to the Building Common Areas.

Tenant and its employees, customers, subtenants, licensees and concessionaires shall have the non-exclusive right and license to use the Building Common Areas as constituted from time to time, such use to be in common with Landlord, Building Common Area Users and other persons permitted by Landlord to use the same, and subject to such reasonable rules and regulations governing use as Landlord may from time to time prescribe, including the designation of specific areas in which automobiles owned by Tenant, its employees, subtenants, licensees, invitees, and concessionaires may park. Landlord shall at all times have the right to change such rules and regulations or to promulgate other rules and regulations in such manner as may be deemed advisable for the safety, care or cleanliness of the Building and Building Common Areas and for preservation of good order therein, all of which rules and regulations, changes and amendments will be forwarded to Tenant in writing and shall be carried out and observed by Tenant. Tenant shall further be responsible for the compliance with such rules and regulations by the employees, servants, agents, visitors and invitees of Tenant.

Landlord shall annually estimate the amount of Tenant's Pro Rata Share of Operating Costs (as hereafter defined) and Tenant shall pay to Landlord as additional rent one-twelfth (1/12) of such amount monthly in advance, together with payment of Minimum Rent. After the end of each calendar year, Landlord shall furnish Tenant a statement of the actual Operating Costs and the actual amount of Tenant's Pro Rata Share thereof and there shall be an adjustment between Landlord and Tenant to the end that Landlord shall receive the entire amount of Tenant's Pro Rata Share of Operating Costs for such period. If Tenant owes Landlord an additional amount for Tenant's Pro Rata Share of Operating Costs, Tenant will pay such amount within thirty (30) days after such statement is delivered to Tenant. If Landlord owes Tenant a refund, Landlord will pay such amount within thirty (30) days after such statement is delivered to Tenant. Within ninety (90) days following Tenant's receipt of the statement, Tenant, at its sole cost and expense (which shall not be on a contingency fee basis), through an accountant designated by it, shall have the right to examine and/or audit the books and records evidencing Tenant's Pro Rata Share of Operating Costs for the previous year for which the statement refers, at Landlord's office where such records are kept, during Landlord's normal business hours. The results of any such audit (and any negotiations between the parties related thereto) shall be maintained strictly confidential by Tenant and its accounting firm and shall not be disclosed, published or otherwise disseminated to any other party other than to Landlord and its authorized agents. Landlord and Tenant shall use good faith efforts to cooperate in such review and negotiations and to promptly resolve any discrepancies between Landlord and Tenant in the accounting for Tenant's Pro Rata Share of Operating Costs.

“Operating Costs” means, except as otherwise limited herein, all costs and expenses incurred by Landlord with respect to the ownership, maintenance, and operation of the Building and Building Site including, but not limited to costs of: sanitary control; removal of trash, garbage and other non-medical refuse (excluding janitorial services for the Leased Premises and removal of medical waste and bio-hazards, which Tenant shall contract for directly), including costs related to trash containers and/or compactors; utilities (other than those for which Tenant is solely responsible); maintenance, repair and replacement of all portions of the Building and Building Site, including without limitation, paving and parking areas, roads, roofs, alleys, and driveways; mowing, snow removal, landscaping, and exterior painting; the cost of maintaining utility lines, fire sprinklers and fire protection systems, exterior lighting and mechanical and Building systems serving the Building; amounts paid to contractors and subcontractors for work or services performed in connection with any of the foregoing; charges or assessments of any property owners association or pursuant to any Permitted Encumbrances; fees payable to tax consultants and attorneys for consultation and contesting taxes; environmental insurance or environmental management fees; the cost of any insurance deductibles for insurance required to be maintained by Landlord hereunder; property management fees (not to exceed three percent (3%) of gross rents payable to Landlord) payable to a property manager, including any affiliate of Landlord, or if there is no property manager, an administration fee of twelve percent (12%) of Operating Costs payable to Landlord; security services, if any; trash collection, sweeping and removal; and additions or alterations made by Landlord to the Building or Building Site in order to comply with applicable law (other than those expressly required herein to be made by Tenant) or that are appropriate to the continued operation of the Building or Building Site, provided that the cost of such additions or alterations that are required to be capitalized for federal income tax purposes shall be amortized on a straight line basis over the useful life thereof for federal income tax purposes in accordance with generally accepted accounting principles and included in Operating Costs only to the extent of the amortized amount for the respective calendar year.

Operating Costs do not include (i) costs, expenses, depreciation or amortization for capital repairs and capital replacements required to be made by Landlord under **Section 6.1** of this Lease; (ii) debt service under mortgages or ground rent under ground leases; (iii) costs of restoration to the extent of net insurance proceeds received by Landlord with respect thereto; (iv) leasing commissions or the costs of renovating space for tenants; (v) any costs or legal fees incurred in connection with any particular tenant, (vi) marketing costs; (vii) costs that are reimbursed by another tenant; (viii) costs for services provided specifically to other tenants; or (ix) fees for refinancing. The cost of any repairs or replacements which are classified as capital improvements under generally accepted accounting principles shall be amortized with interest over the useful life of the improvement and included in Operating Costs only to the extent of the amortized amount for the respective calendar year.

Section 2.6

Utilities.

Tenant shall promptly pay to the utility provider and/or Landlord, as applicable, as and when the same become due and payable, all charges for electricity, water, sewer, and other utilities supplied to the Leased Premises which are separately metered or submetered to the Leased Premises. Any utilities serving the Leased Premises that are not separately metered or submetered shall be a component of Operating Costs. Landlord will have no liability to Tenant for any loss, damage or expense that Tenant sustains or incurs by reason of any change, failure, inadequacy or defect in the supply or character of the utilities furnished to the Leased Premises and Building Site or if the quantities or character of the utilities, or any of them, are no longer available or suitable for Tenant's purposes, except for any actual damage to Tenant by reason of any such change, failure, inadequacy or defect caused by Landlord's gross negligence or breach of this Lease.

Section 2.7

Waiver.

Landlord and Tenant agree that each provision of this Lease for determining charges, amounts and other additional rent payable by Tenant (including, without limitation, **Sections 2.3 through 2.6** above) is (i) commercially reasonable and, as to each such charge or amount, constitutes a "method by which the charge is to be computed" for purposes of Section 93.012 of the Texas Property Code, which Section was originally enacted by House Bill 2186, 77th Legislature and (ii) fully satisfies Landlord's obligations under said Section 93.012.

ARTICLE III. CONSTRUCTION

Section 3.1 Construction.

Tenant acknowledges that, as of the Turnover Date, (i) Landlord has delivered the Leased Premises to Tenant, and Tenant hereby accepts same in its AS IS, WHERE IS condition except for latent defects, and (ii) Landlord has completed the work set forth in **Exhibit B** attached hereto, described as Landlord's Work, if any, prior to the Turnover Date. No improvements, alterations or modifications may be made or constructed upon the Leased Premises unless Landlord has approved the plans and specifications therefor in its sole discretion. Tenant shall construct the improvements set forth on **Exhibit B** in accordance with the requirements and time periods set forth therein.

ARTICLE IV. USE

Section 4.1 Use of Leased Premises.

Tenant agrees to use the Leased Premises only for the Permitted Use set forth in **Schedule A** and for no other purpose.

In addition to the above, the Leased Premises shall be used by Tenant, only and exclusively for lawful and moral purposes, and no part of the Leased Premises shall be used in any manner in violation of the Permitted Encumbrances or any laws, ordinances, regulations or orders of the United States, or of the State, County, and/or city where the Leased Premises are located. Tenant shall comply with all such laws, ordinances, regulations or orders now in effect or hereafter enacted or passed during the term of this Lease. Tenant shall abide by all applicable rules and regulations of the City of San Antonio and any other agency having authority over Tenant or the Leased Premises.

Tenant shall not suffer, allow or permit any vibration, noise, light, odor or other effect to emanate from the Leased Premises, or from any machine or other installation therein, so as to constitute a nuisance or otherwise unreasonably interfere with the safety, comfort and convenience of Landlord or any of the other occupants of the Project, or their customers, agents, or invitees or any others lawfully in the Project. All x-ray machines or other electrical, electronic, electromagnetic or other similar medical equipment shall be electronically filtered and insulated so that there is no interference in the Building with telephone, video, fiberoptic, data processing, radio, television or other similar communications transmissions or reception currently or hereafter used in the Building.

Tenant may not use the Leased Premises or any part thereof to treat, store, or dispose of any hazardous waste. Tenant will notify Landlord immediately upon any release (as defined in CERCLA) of any hazardous waste in, on or to the Leased Premises, the Building and/or the Building Site. Tenant will take all necessary and proper measures to immediately remediate any such release caused by Tenant, Tenant's agents, employees, customers, guests, contractors or invitees, and restore the Leased Premises,

the Building and/or the Building Site to its original condition. "**Hazardous waste**" for the purposes of this Lease is any hazardous waste, hazardous substance, or material which may injure property, flora, fauna, air, water, subsurface rights, or humans, including, but not limited to, any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976 ("**RCRA**"), and any hazardous substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("**CERCLA**"). Tenant shall comply with all laws, rules and regulations concerning hazardous waste, including, without limitation, RCRA, CERCLA, the Texas Water Code and the Texas Solid Waste Disposal Act (such laws, rules and regulations being referred to herein as "**environmental laws**"). If any activities of Tenant, its agents, employees, contractors, customers, guests or invitees, with respect to hazardous waste and/or the actual or asserted violation of any environmental law, cause any claim to be made by any person or entity against Landlord and/or with respect to the Leased Premises, the Building or the Building Site, then Tenant shall indemnify, defend, protect and hold Landlord harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or any nature whatsoever (including, without limitation, reasonable attorneys' and experts' fees and disbursements) which may at any time be imposed upon, incurred by, or asserted or awarded against Landlord and arising from or out of: (a) any hazardous waste on, in, under or affecting all or any portion of the Leased Premises, the Building and/or the Building Site arising out of such activity; or (b) the enforcement of this Section or the assertion by Tenant of any defense to its obligations hereunder.

Landlord warrants and represents that as of the Commencement Date, the Leased Premises will not contain any hazardous waste in violation of applicable law. Landlord may not use the Leased Premises or any part thereof to treat, store, or dispose of any hazardous waste. Landlord will notify Tenant immediately upon any release (as defined in CERCLA) of any hazardous waste in, on or to the Leased Premises, the Building, and/or the Building Site. Landlord will take all necessary and proper measures to immediately remediate or cause the responsible party to remediate any such release caused by Landlord, Landlord's agents, employees, customers, guests, contractors or invitees, and restore the Leased Premises, the Building, and/or the Building Site to its original condition. Landlord shall comply with all environmental laws applicable to Landlord. If any activities of Landlord, its agents or employees with respect to hazardous waste and/or the actual or asserted violation of any environmental law, cause any claim to be made by any person or entity against Tenant and/or with respect to Tenant's use of the Leased Premises, then Landlord shall indemnify, defend, protect and hold Tenant harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or any nature whatsoever (including, without limitation, reasonable attorneys' and experts' fees and disbursements) which may at any time be imposed upon, incurred by, or asserted or awarded against Tenant and arising from or out of: (a) any hazardous waste on, in, under or affecting all or any portion of the Leased Premises, the Building, or the Building Site arising out of such activity; or (b) the enforcement of this Section or the assertion by Landlord of any defense to its obligations hereunder.

Section 4.2

Landlord's Rules and Regulations.

Tenant agrees that Tenant will comply with any rules and regulations adopted by Landlord from time to time.

Section 4.3

Signs, Awnings and Canopies.

Tenant shall not place or permit to be placed or maintained on the Building, the Building Site, the Leased Premises or on any door, exterior wall or window of the Leased Premises, or any part of the interior visible from the exterior thereof, any sign, awning, or canopy or advertising matter or other thing

of any kind without first submitting detailed drawings thereof to Landlord and obtaining Landlord's written approval thereof, provided such approval by Landlord shall not be unreasonably withheld, delayed, conditioned or denied. Subject to Landlord's prior written approval, Tenant shall be permitted to install its sign panel(s) displaying its Trade Name on the monument sign located on the Building Site. Landlord shall designate the location of such monument sign and the position of Tenant's sign panel(s) thereon. Tenant acknowledges that its monument signage shall be further subject to the approval of Westover Hills and shall comply in all respects with applicable law and the requirements of the Permitted Encumbrances. Tenant will maintain any such signs, awnings, canopies, decorations, lettering, and advertising in good condition, operating order and repair at all times.

Section 4.4

Decorating and Displays.

Tenant will not paint or decorate any part of the exterior of the Leased Premises or any part of the interior of the Leased Premises to the extent visible from the Building Common Areas without first obtaining Landlord's written approval.

Section 4.5

Trash Storage and Removal.

If Landlord provides a common trash receptacle for Tenant's use, Tenant shall deposit its garbage, trash, rubbish and refuse in such receptacle on a schedule approved by Landlord, and the cost thereof shall be a component of Operating Costs. If Landlord does not provide a common trash receptacle for the Building, Tenant shall contract for a trash receptacle and removal service for Tenant's use (which receptacle will be situated on the Building Site in a location reasonably acceptable to Landlord). Tenant, in connection with its operations for the Permitted Use, shall manage all medical waste and bio-hazards in compliance with applicable laws and shall indemnify, defend, and hold harmless Landlord for any violations thereof.

ARTICLE V. INSURANCE

Section 5.1

Insurance Required.

(a) Tenant shall obtain and provide, on or before the Turnover Date, and keep in force at all times thereafter, the following insurance coverages:

(i) Commercial General Liability Insurance, with premises operations, products & completed operations, broad form property damage and contractual liability endorsements, relating to the Leased Premises and its appurtenances on an occurrence basis with a minimum single limit of One Million Dollars (\$1,000,000.00), Two Million Dollars (\$2,000,000.00) in the aggregate. If the use and occupancy of the Leased Premises includes any activity or matter that is or may be excluded from coverage under a commercial general liability policy [e.g., radioactive emissions from imaging equipment], Tenant shall obtain such endorsements to the commercial general liability policy or otherwise obtain insurance to insure all liability arising from such activity or matter in such amounts as Landlord may reasonably require.

(ii) Automobile Liability Insurance with minimum occurrence single limit of One Million Dollars (\$1,000,000.00), One Million Dollars (\$1,000,000.00) in the aggregate.

(iii) Commercial Umbrella Liability Insurance in the amount of Two Million Dollars (\$2,000,000.00).

(iv) Fire and Lightning, Extended Coverage, Vandalism and Malicious Mischief, Insurance (and such other risks as Landlord may reasonably elect to require) in an amount adequate to cover the full replacement cost of all of Tenant's personal property, decorations, trade fixtures, furnishings, equipment, and contents in the Leased Premises.

(v) Business Interruption Insurance covering those risks referred to in (iv) above in an amount equal to all Minimum Rent and other sums payable under this Lease for a period of twelve (12) months commencing with the date of loss.

(vi) Workers' Compensation Insurance covering all persons employed, directly or indirectly, in connection with any finish work performed by Tenant or any repair or alteration authorized by this Lease or consented to by Landlord, and all employees and agents of Tenant with respect to whom death or bodily injury claims could be asserted against Landlord or Tenant, as required by the law of the State of Texas. Employer's liability insurance must be at least Five Hundred Thousand Dollars (\$500,000.00).

(vii) Such other insurance as Landlord may reasonably require within commercially reasonable amounts.

(b) Before undertaking any alterations, additions, improvements or construction permitted hereunder, Tenant or Tenant's contractor shall obtain at its expense a commercial general liability insurance policy insuring Tenant and Landlord against any liability which may arise on account of such proposed alterations, additions, improvements or construction, on an occurrence basis, with the minimum limits set forth in this Section. The commercial general liability policy maintained by Tenant's contractor shall name Landlord (and any designees of Landlord, including any mortgagees of Landlord) as an additional insured, shall include completed operations coverage, and shall be primary to any insurance or self-insurance maintained by Landlord (with no "other insurance" provision to be applicable to Landlord or its affiliates, subsidiaries or related entities). All insurance carried by Tenant's contractor shall be maintained in full force and effect during the term of construction and shall not be cancelled, altered or amended unless thirty (30) days prior written notice is furnished to Landlord.

(c) All insurance shall name Landlord (and any designees of Landlord, including any mortgagees of Landlord) as an additional insured (other than the Worker's Compensation insurance) and shall be written by one or more insurance companies licensed or approved to sell insurance in Texas and rated A-/VI or better in the current Best's Rating Guide at the time such policies are issued or renewed. All insurance must contain a waiver of rights of subrogation in favor of Landlord. All insurance provided by Tenant and naming Landlord as an additional insured shall be primary to any insurance or self-insurance maintained by Landlord. All such insurance shall contain endorsements that the insurance may not be cancelled or coverages therein reduced with respect to Landlord except upon thirty (30) days' prior written notice to Landlord (and any such designees). Tenant shall be solely responsible for payment of premiums and Landlord shall not be required to pay any premium for such insurance. In the event of payment of any loss covered by such policy, Landlord (or its designees) shall be paid first by the insurance company for Landlord's loss. The minimum limits of the commercial general liability policy of insurance shall in no way limit or diminish Tenant's liability hereunder. Tenant shall deliver to Landlord at least fifteen (15) days prior to the time such insurance is first required to be carried by Tenant, and thereafter at least fifteen (15) days prior to the expiration of such policy, either a stamped certified true duplicate original or a certificate of insurance of all required policies, together with evidence satisfactory to Landlord of the payment of the premiums therefor and, if requested by Landlord, copies of the insurance policies together with all endorsements thereto. If Tenant fails to obtain and provide any of the insurance required, then Landlord may, but shall not be required to, purchase such insurance on behalf of

Tenant and add the cost of such insurance as additional rent payable with the next installment of Minimum Rent.

(d) The minimum limits of the commercial umbrella liability policy shall be subject to increase if Landlord shall reasonably deem it necessary for adequate protection, provided that such increase shall be in commercially reasonable amounts taking into account such factors as Tenant's cost, inflation, Tenant's claims history, and insurance coverages then commonly maintained in the industry.

(e) Sixty (60) days after the date Tenant opens for business in the Leased Premises, Tenant will notify Landlord in writing of the actual cost of all permanent leasehold improvements and betterments installed or to be installed by Tenant in the Leased Premises (exclusive of Tenant's personal property, movable trade fixtures and contents). Similar notification shall be given to Landlord sixty (60) days after the commencement of any subsequent alterations, additions or improvements to the Leased Premises by Tenant (if permitted under the terms of this Lease).

(f) During the term of this Lease, Landlord shall maintain and keep in force the following insurance coverages with companies licensed to do business in the state of Texas and with minimum ratings of A-/VI or better in the current Best's Rating Guide at the time such policies are issued or renewed:

(i) Commercial General Liability Insurance, with contractual liability endorsement on an occurrence basis with a minimum single limit of One Million Dollars (\$1,000,000.00), Two Million Dollars (\$2,000,000.00) in the aggregate.

(ii) Commercial Umbrella Liability Insurance in the amount of Two Million Dollars (\$2,000,000.00).

(iii) Fire and Lightning, Extended Coverage, Vandalism and Malicious Mischief Insurance in an amount adequate to cover the replacement cost of the Building (including all Tenant improvements (provided Tenant provides notice of the cost thereof in accordance with Section 5.1(e) above), but excluding Tenant's personal property, decorations, trade fixtures, furnishings, equipment and contents in the Leased Premises).

(iv) Such other insurance that Landlord (or any mortgagee of Landlord) shall deem necessary or appropriate for the Leased Premises, Building and/or Building Site.

Section 5.2 Insurance Rates.

Tenant will comply with all of the rules and regulations of all fire insurance rating organizations having jurisdiction over the Building or the Leased Premises. If, as a result of or in connection with any failure by Tenant to comply with such rules and regulations or any act or omission or commission by Tenant, its employees, agents, contractors or licensees, or as a result of or in connection with the use to which the Leased Premises are put (notwithstanding that such use may be for the purposes hereinbefore permitted or that such use may have been consented to by Landlord), the insurance rates applicable to the Leased Premises, or the building in which same are located, or any other premises in said building, or any adjacent property owned or controlled by Landlord, or the contents in any or all of the aforesaid properties (including rent insurance relating thereto) shall be higher than that which would be applicable for a typical tenant in the Project, Tenant agrees that it will pay to Landlord, on demand, as additional rent, such portion of the premiums for all insurance policies in force as shall be attributable to such higher rates as determined by the insurance rating organization having jurisdiction. If Tenant installs any electrical equipment that overloads the wiring in the Leased Premises or the Building, Tenant shall, at its

own cost and expense, promptly make whatever changes are necessary to remedy such condition and to comply with all requirements of the Landlord and the insurance rating organization and any similar body and any governmental authority having jurisdiction thereof. For the purpose of this paragraph, any finding or schedule of the insurance rating organization having jurisdiction shall be deemed to be conclusive.

Section 5.3 Waiver of Subrogation.

Notwithstanding anything to the contrary contained in this Lease, Landlord and Tenant hereby waive any rights each may have against the other on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, their respective property, the Leased Premises, its contents or to other portions of the Building and/or the Building Site, arising from any risk covered by insurance actually carried or required to be carried by such party pursuant to the terms of this Lease to the extent of the applicable limits of such coverage. This waiver applies whether or not the loss or damage is due to the negligent acts or omissions of Landlord or Tenant, or their respective officers, directors, employees, agents, contractors or invitees. The parties hereto shall cause their respective insurance companies insuring the property of either Landlord or Tenant against any such loss, to waive any right of subrogation that such insurers may have against Landlord or Tenant, as the case may be.

Section 5.4 Indemnity.

Subject to **Section 5.3** above, except to the extent caused by the gross negligence or willful misconduct of Landlord or any Landlord Related Parties (defined below), Tenant shall indemnify, defend and hold Landlord, its trustees, members, principals, beneficiaries, partners, officers, directors, employees and agents (the "**Landlord Related Parties**") harmless from and against all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by law) (collectively referred to as "**Losses**"), which may be imposed upon, incurred by or asserted against Landlord or any of the Landlord Related Parties by any third party and arising out (a) any negligence or willful misconduct of Tenant, the Tenant Related Parties (defined below) or any of Tenant's contractors or licensees; (b) directly or indirectly, Tenant's use and occupancy of the Leased Premises; or (c) any breach of this Lease by Tenant. Subject to **Section 5.3** above, except to the extent caused by the gross negligence or willful misconduct of Tenant or any Tenant Related Parties, Landlord shall indemnify, defend and hold Tenant, its trustees, members, principals, beneficiaries, partners, officers, directors, employees and agents ("**Tenant Related Parties**") harmless from and against all Losses which may be imposed upon, incurred by or asserted against Tenant or any of the Tenant Related Parties by any third party and arising out of any negligence or willful misconduct of Landlord, the Landlord Related Parties or any of Landlord's contractors or licensees.

ARTICLE VI. REPAIRS AND MAINTENANCE

Section 6.1 Repairs by Landlord.

Landlord shall maintain, either at its expense or as part of Operating Costs (but only to the extent permitted under the terms of **Section 2.5** above), the Building Common Areas and any portions of the Leased Premises that Landlord is expressly obligated to maintain in good condition and repair. Within a reasonable period after receipt of written notice from Tenant (and promptly, in the event of an emergency), Landlord shall make (i) necessary structural repairs to the exterior walls of the Leased Premises (excluding the exterior of and the frames surrounding all windows, doors, plate glass, office entry (such as glass enclosures) and tenant signage, door closure devices, locks and hardware), and the

roof and/or the foundation of the Leased Premises (including repairs resulting from latent defects in any of the foregoing), and (ii) necessary repairs to the Building Site. Landlord shall not be required to make any repairs made necessary by any act or omission or negligence of Tenant, any subtenant or concessionaire of Tenant, or their respective employees, agents, invitees, licensees, visitors or contractors. Landlord shall be required to repair damage caused by fire or other casualty or condemnation as provided in **Article VIII**.

Section 6.2

Repairs and Maintenance by Tenant.

Except as set forth in **Section 6.1** above, Tenant shall make and pay for all repairs to the Leased Premises and all equipment and systems serving the Leased Premises exclusively, and shall replace all things installed by Tenant which are necessary to keep the same in a good state of repair and operating order. Tenant shall also maintain, replace and keep in good repair and operating order all plumbing, sprinkling, and electrical installations, lighting systems (including bulbs, tubes and tube casings), ceilings, inside walls and carpeting and floor surfaces exclusively serving the Leased Premises, whether located within or without the Leased Premises, and those components of the heating, air conditioning, and ventilation system located within and exclusively serving the Leased Premises. Tenant shall at all times keep the Leased Premises and all exterior entrances, glass and show moldings, partitions, doors, floor surfaces, fixtures, equipment and appurtenances thereof in good order, condition and repair, and clean, including reasonable periodic painting of portions of the Leased Premises visible to the public that become unduly weathered, stained, worn or otherwise unsightly. Tenant shall replace all broken or damaged glass at its expense unless caused by Landlord, its employees, agents, contractors or invitees.

If (i) Tenant does not perform any required maintenance or repair to the reasonable satisfaction of Landlord within thirty (30) days after written notice from Landlord, or (ii) Landlord, in the exercise of its reasonable discretion, determines that emergency repairs or maintenance are necessary, or (iii) maintenance, repairs or replacements to the Building or to the Leased Premises are made necessary by any act or omission or negligence of Tenant, its agents, employees, subtenants, assignees, concessionaires, contractors, invitees, licensees or visitors, then Landlord may make such maintenance or repairs without liability to Tenant for any loss or damage that may accrue to Tenant's equipment, fixtures, or other property or to Tenant's business by reason thereof. Tenant shall pay Landlord's costs for making such maintenance or repairs plus five (5%) for overhead (except in the event of an emergency, when no overhead will be charged) as additional rent, upon demand therefor.

Section 6.3

Inspection.

Landlord and Landlord's representatives shall have the right to enter the Leased Premises during any business day during the Term in connection with the construction or maintenance of the Leased Premises. Landlord will have the right to enter the Leased Premises for any other reason, including inspection, upon 24 hours prior notice to Tenant. Landlord may enter the Leased Premises at any time during an emergency. Except in an emergency or in the performance of obligations to be performed by Landlord pursuant to this Lease, or in the exercise of its rights pursuant to **Article XI**, Landlord shall not: (a) enter the Leased Premises without being accompanied by a representative of Tenant, or (b) unreasonably interfere with Tenant's use and occupancy of the Leased Premises, or (c) unreasonably interfere with or jeopardize the integrity of Tenant's security and surveillance procedures, systems and equipment, if any.

Section 6.4

Obstructions and ADA Requirements.

Tenant agrees to keep its loading facilities, if any, and the Building Common Areas immediately adjoining the Leased Premises free from trash, litter or obstructions placed there by Tenant, its employees

or agents. If the Americans With Disabilities Act of 1990 (the "**ADA**") now or hereafter applies to the Leased Premises, Tenant will, at its sole expense, be responsible for (a) complying with all aspects of the ADA governing design or construction of any improvements or alterations to the Leased Premises now or hereafter made by Tenant, and (b) complying with all other aspects of the ADA applicable to the Leased Premises and/or Tenant's business upon the Leased Premises. Tenant hereby indemnifies and holds Landlord harmless with respect to Tenant's failure to comply with the ADA requirements. If ADA now or hereafter applies to the Building, except with respect to Tenant's obligations related to the Leased Premises pursuant to the preceding sentence, Landlord will be responsible for complying with ADA relating to the Building, other than compliance that is necessitated by the use of the Leased Premises by Tenant for its specific use or as a result of any alterations or additions, including any initial tenant improvement work, made by or on behalf of Tenant. Any costs incurred by Landlord that are associated with any installations or construction required to comply with ADA shall be included in Operating Costs.

ARTICLE VII. ADDITIONS AND ALTERATIONS

Section 7.1 By Landlord.

Landlord reserves the right from time to time to make changes, alterations, repairs, additions, and eliminations in and to the Building to erect any new or additional buildings or improvements on any part of the Building Site; to use the air rights over any building or structures; and to erect temporary scaffolding and other construction aids upon any part of the Building Site provided that prior to erecting such scaffolding or other construction aids on the Building Site that would materially and adversely affect Tenant's access to the Leased Premises, Landlord gives prior written notice to Tenant. All of the above shall be in Landlord's sole, uncontrolled and exclusive discretion. Tenant hereby consents to the foregoing and to any resulting inconvenience, none of which shall entitle Tenant to any abatement of rent or constitute an eviction.

Section 7.2 By Tenant.

Tenant shall not make any alterations, additions or improvements to the Leased Premises without the prior written consent of Landlord, which may not be unreasonably withheld or delayed if the same is not visible from the exterior of the Leased Premises, except for the installation of unattached, moveable trade fixtures which may be installed without drilling, cutting or otherwise defacing the Leased Premises. All alterations, additions, improvements and fixtures (other than unattached, movable trade fixtures) which may be made or installed by either party upon the Leased Premises shall remain upon and be surrendered with the Leased Premises and become the property of Landlord at the termination of this Lease, unless Landlord requests their removal in which event Tenant shall remove the same and restore the Leased Premises to their original condition (subject to normal wear and tear) at Tenant's expense. Notwithstanding anything herein to the contrary, for purposes of determining Landlord's insurable interest in the alterations and additions, Landlord's interest in the alterations and additions that are permanently installed or otherwise affixed to the Leased Premises shall be deemed to vest upon the construction of the alterations and additions (subject to the rights of Tenant pursuant to this Lease), rather than at the termination of this Lease.

ARTICLE VIII. DAMAGE AND CONDEMNATION

Section 8.1 Damage.

Tenant shall give immediate written notice to Landlord of any damages to the Leased Premises by fire or other casualty.

If the Leased Premises are damaged or destroyed by fire or other casualty insurable under standard fire and extended coverage insurance and Landlord does not elect to terminate this Lease as provided below, Landlord shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the Leased Premises. If the Building is (i) destroyed or damaged by a casualty not covered by Landlord's insurance; or (ii) destroyed or rendered untenable to an extent in excess of fifty percent (50%) of the Floor Area by a casualty covered by Landlord's insurance; or (iii) damaged to such extent that the remaining Term of this Lease is not sufficient to amortize the cost of reconstruction, then Landlord may elect either to terminate this Lease or to proceed to rebuild and repair the Leased Premises. Should Landlord elect to terminate this Lease it shall give written notice of such election to Tenant within ninety (90) days after the occurrence of such casualty.

Landlord's obligation to rebuild and repair under this **Article VIII** shall in any event be limited to restoring the Leased Premises to substantially the condition in which the same existed prior to the casualty, and shall be further limited to the extent of the insurance proceeds available to Landlord for such restoration. Promptly after completion of such work by Landlord, Tenant will proceed with reasonable diligence and at its sole cost and expense to replace, repair and restore its personal property, decorations, trade fixtures, furnishings, equipment, and contents in the Leased Premises.

Tenant agrees that during any period of reconstruction or repair of the Leased Premises it will continue the operation of its business within the Leased Premises to the extent practicable. During the period from the occurrence of the casualty until Landlord's repairs are completed, the Minimum Rent shall be reduced by the percentage of the Premises which is currently untenable to such extent as may be fair and reasonable under the circumstances; however, there shall be no abatement of any other charges provided for herein. In the event that the Leased Premises shall be so damaged as to prevent Tenant from reasonably conducting ordinary business within the entire Leased Premises, all rent and other charges due under this Lease shall be abated from the date of such damage to the extent of the unusable space until such time as Tenant can conduct its ordinary business.

If the Leased Premises shall at any time be damaged to such an extent that they are rendered unfit for normal use and occupancy by Tenant and it is reasonably anticipated that such damage cannot be fully repaired and the Leased Premises restored to the condition the same were in immediately prior to the occurrence of such damage thereto within a period of one hundred eighty (180) days after the date of such occurrence, then Tenant may, at its option, terminate this Lease as of the date of the occurrence of such damage, and all of its obligations for the remaining balance of the term hereof shall cease. If Tenant so elects to terminate this Lease, it shall so notify Landlord within thirty (30) days after the date of damage to the Leased Premises, and if such notice is not given within said thirty (30) day period, Tenant shall be deemed to have elected not to terminate this Lease.

Section 8.2 Condemnation.

If the entire Leased Premises are appropriated or taken under the power of eminent domain by any public or quasi-public authority, or conveyance is made in lieu thereof, this Lease shall terminate and expire as of the date of such taking, and the parties shall thereupon be released from all liability hereunder which accrues after the date of such taking.

If more than twenty percent (20%) of the Leased Premises is appropriated or taken, or conveyance made in lieu thereof, such that Tenant is unable to operate its business for the Permitted Use, either party shall have the right to cancel and terminate this Lease as of the date of such taking upon giving notice to the other of such election within thirty (30) days after such taking. The parties shall

thereupon be released from any further liability under this Lease (except for obligations existing on the effective date of such termination).

If a portion of the Leased Premises is taken, or conveyance made in lieu thereof, and this Lease is not terminated as provided in the preceding paragraph, then the Minimum Rent shall be ratably apportioned according to the space so taken, and Landlord shall, at its own expense, restore the remaining portion of the Leased Premises to a complete architectural unit, but such work shall not exceed the scope of the work required to be done by Landlord, if any, pursuant to **Exhibit B** hereto. The cost hereunder shall be split evenly between Landlord and Tenant.

If more than twenty percent (20%) of the Floor Area in the Building is taken, regardless of whether the Leased Premises are partially taken, then Landlord shall have the right to terminate this Lease upon thirty (30) days written notice to Tenant. Landlord agrees to exercise its termination rights in a non-discriminatory and non-arbitrary manner.

Tenant shall have the right to claim and recover from the condemning authority, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right, on account of any and all damage to Tenant's business by reason of the condemnation and for or on account of any cost or loss to which Tenant might be put in the loss or removal of Tenant's merchandise, furniture, fixtures and such leasehold improvements and equipment to which title has not vested in Landlord pursuant to the terms of this Lease. Otherwise, all compensation awarded or paid upon such a total or partial taking of the Leased Premises shall belong to and be the property of Landlord without any participation by Tenant.

ARTICLE IX. FINANCING

Section 9.1

Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage or deed of trust presently existing or hereafter placed upon the Leased Premises, and to any renewals and extensions thereof (a "**Mortgage**"); provided, however, that any such mortgagee agrees that upon foreclosure, exercise of power of sale or other exercise of the mortgagee's rights, Tenant's possession of the Leased Premises shall not be disturbed so long as Tenant is not in default under this Lease, beyond any applicable cure period. Notwithstanding the foregoing, Tenant agrees that any mortgagee shall have the right at any time to subordinate such Mortgage to this Lease on such terms and subject to such conditions as the mortgagee may deem appropriate in its discretion. Tenant agrees upon request, to execute such reasonable instrument subordinating the Lease as Landlord may request, and if such instruments are not executed by Tenant within twenty (20) days after Tenant's receipt of such request, then upon the request of any present or future mortgagee, Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any Mortgage hereafter placed upon the Leased Premises by executing a written subordination instrument as attorney-in-fact for Tenant provided that any subordination instrument is subject to the express conditions described in the following sentence. The subordination provided for in this paragraph is made and accepted upon the express conditions, and Tenant hereby agrees, (a) that upon foreclosure, exercise and power of sale, or other exercise of the mortgagee's rights, Tenant's possession of the Leased Premises shall not be disturbed so long as Tenant shall continue to perform all of the covenants and conditions of this Lease, and Tenant shall attorn to the mortgagee or any purchaser at such sale as Tenant's Landlord; and (b) that Tenant's obligation to perform such covenants and conditions shall not be in any way diminished thereby. Notwithstanding the foregoing, upon the request of Tenant, Landlord agrees to use reasonable efforts to cause its mortgagee, if any, to execute a subordination

instrument containing the provisions in the preceding sentence and otherwise in such mortgagee's customary form.

Section 9.2 Estoppel Certificate.

Tenant shall execute, acknowledge and deliver to Landlord, without any charge, at any time within ten (10) days after request by Landlord, a written statement or estoppel certificate as may be required by any mortgagee, potential purchaser of the Leased Premises, or other party, to the effect that this Lease, as of said date, is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified), the date of commencement of the Lease, the dates on which rental has been paid, and such other information (including the most current available financial statements of Tenant) as Landlord shall reasonably request. Tenant will also provide Landlord with financial statements, balance sheets and income statements accurately reflecting the financial condition of Tenant and any guarantors of this Lease. These will be provided not more often than once in any calendar year. The financial statements will be prepared in accordance with sound accounting principles, consistently applied, and will be certified as being true and correct by Tenant's accountant or an officer of Tenant. Landlord will not disclose such financial statements or the information contained therein to anyone other than potential lenders or purchasers, or Landlord's attorneys, accountants or other business advisors.

ARTICLE X. DEFAULT

Section 10.1 Default.

Tenant shall be deemed in default hereof in the event:

(a) Tenant defaults in the prompt payment of rent or any other amounts payable hereunder when the same is due and the same is not cured within ten (10) days following written notice has been provided by Landlord (provided that Landlord shall not be required to provide written notice more than two (2) times during a Lease Year); or

(b) Tenant does not fully comply with any term, covenant, condition or representation contained in this Lease and such is not fully cured to the satisfaction of Landlord within thirty (30) days following Tenant's receipt of written notice thereof (provided, however, that in no event shall Landlord be required to provide written notice more than two (2) times during a Lease Year); however, if Tenant is diligently pursuing a cure to such default, but cannot cure such default within said thirty (30) day period, Tenant shall receive additional time to cure such default as is commercially reasonable (not to exceed ninety (90) days); or

(c) Tenant or any guarantor of Tenant's obligations under this Lease becomes insolvent, makes a transfer in fraud of creditors, files a voluntary petition in bankruptcy, is adjudged bankrupt, is placed in or subjected to receivership, makes an assignment for the benefit of creditors, or has instituted against it an involuntary proceeding in bankruptcy and does not cause the same to be dismissed within sixty (60) days after the institution thereof; or

(d) A receiver or trustee is appointed for the Leased Premises for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations under this Lease; or

(e) Tenant fails to take possession of the Leased Premises and open for business as required by this Lease; or

(f) An event of default by Tenant specified in any other provision of this Lease (including the exhibits attached hereto) occurs.

Upon default, Landlord may immediately re-enter the Leased Premises by summary proceedings or by force or otherwise without being liable for prosecution therefor; take possession of the Leased Premises and remove all persons therefrom; change or re-key all locks to entrances to the Leased Premises, Landlord having no obligation to give Tenant notice thereof or to provide Tenant with a new key to the Leased Premises; elect to (i) terminate this Lease, or (ii) relet the Leased Premises as agent for Tenant or otherwise and receive the rent therefor, applying the same first to the payment of such expenses as the Landlord may be put to in entering and letting, then to the payment of the rent payable under this Lease and the fulfillment of Tenant's covenants hereunder, with the balance, if any, to be paid to Tenant, who shall remain liable for any deficiency, or (iii) perform any repairs or other acts required of Tenant under this Lease that Tenant has failed to perform, and recover from Tenant the cost thereof, plus Interest thereon from the date performed until paid by Tenant. No entry or possession of the Leased Premises by Landlord shall be construed as an election to terminate this Lease unless written notice of such election is given to Tenant. Notwithstanding any reletting of the Leased Premises without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

The Leased Premises and all trade fixtures, equipment and inventory therein shall be conclusively deemed abandoned by Tenant upon ninety (90) consecutive days' absence from the Leased Premises by Tenant or its agents (unless such absence results from fire, condemnation or other casualty), or upon removal of all or a substantial portion of Tenant's trade fixtures, equipment or inventory from the Leased Premises, Landlord may enter the Leased Premises and may remove all such remaining trade fixtures, equipment and inventory at Tenant's expense. All such property shall, at Landlord's option, become the property of Landlord, or said property may be placed in storage at Tenant's cost and expense, or sold or otherwise disposed of, in which event the proceeds of such sale or other disposition shall belong to Landlord.

No alteration of locks and no removal of property or other exercise of dominion and control by Landlord over property at the Leased Premises in accordance with this Section will be deemed to constitute a conversion, and Tenant hereby consents to such control and exercise of dominion after any default by Tenant hereunder.

Section 10.2 Liquidated Damages.

If Landlord elects to terminate this Lease as a result of a default by Tenant, Tenant's default will be considered a total breach of Tenant's obligations under this Lease, and Tenant shall immediately become liable for damages for such breach in the amount equal to the total of (1) the costs of recovering the Leased Premises; (2) the unpaid rental earned as of the date of termination, plus Interest (as defined below) thereon; (3) the amount of the excess of (i) the total rental and other benefits which Landlord would have received under this Lease for the remainder of the term, discounted at the Prime Rate (as defined below) then in effect to the then present value, over (ii) the total rental over the balance of the term computed at the then Fair Market Rental Rate (as defined below), discounted at the Prime Rate then in effect to the then present value; (4) the unamortized amount of any tenant finish costs paid by Landlord; and (5) all other expenses incurred by Landlord in connection with Tenant's default and all other sums of money and damages due to Landlord. For the purposes of this **Section 10.2**, the term "**Fair Market Rental Rate**" shall be the applicable rental rate for other similar premises for lease at the Project and other properties of equivalent quality, size, utility and location, taking into account any bonuses, free months' rental or other concessions generally granted in the market place, which is generally then prevailing in the market after Tenant's default.

Section 10.3

Non-Waiver Provisions; Remedies Not Exclusive.

The failure of Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed to be a waiver of any rights or remedies that Landlord may have and shall not be deemed a waiver of any subsequent breach or default of the terms, conditions and covenants herein contained by Landlord. Any action to recover possession of the Leased Premises or any monies that may be due or become due from Tenant to Landlord shall not preclude Landlord from thereafter instituting and maintaining similar actions. Any entry or re-entry by Landlord shall not be deemed to absolve or discharge Tenant from liability hereunder. No remedy herein conferred upon or reserved to Landlord, including the right to receive additional rent, a penalty, interest, a late charge or reimbursement, is intended to be exclusive of any other available remedies, and each and every remedy shall be cumulative and shall be in addition to every other remedy given in this Lease or otherwise existing at law or in equity.

Section 10.4

Inability to Perform.

If either party is delayed or prevented from performing their obligations under this Lease by reason of strike or labor troubles or any cause whatsoever beyond its control, the period of such delay or such prevention shall be deemed added to the time for the performance of such obligation.

Section 10.5

Attorneys' Fees.

If either party brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, trial or appeal, shall be entitled to its reasonable attorneys' fees to be paid by the losing party as fixed by the court.

Section 10.6

Notice to Mortgagee.

In the event of any default on the part of Landlord, Tenant will give notice (with a copy to Landlord) by registered or certified mail, return receipt requested, postage prepaid, to any beneficiary of a deed of trust or mortgagee of a mortgage covering the Leased Premises whose address shall have been furnished it, and shall offer such beneficiary or mortgagee a reasonable opportunity to cure the default.

**ARTICLE XI.
MISCELLANEOUS**

Section 11.1

Liability of Landlord.

The term "**Landlord**" as used in this Lease means only the owner or mortgagee in possession of the Building, so that in the event of sale of the Building or an assignment of this Lease, or a demise of the Building and/or land, the selling or assigning Landlord shall be and hereby is entirely freed and relieved of all obligations of Landlord subsequently accruing. There shall be no personal liability of Landlord in respect to any of the covenants, conditions or provisions of this Lease. In the event of a breach or default by Landlord of any of its obligations under this Lease, Tenant shall look solely to the equity of the Landlord in the Building, for the satisfaction of Tenant's remedies. The foregoing sentence will not be construed to give Tenant any right of offset against rents or other amounts payable by Tenant under this Lease.

Section 11.2

Relationship of the Parties.

Nothing contained in this Lease shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture. Neither the method of computing rent nor any other provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties other than that of Landlord and Tenant.

Section 11.3

Authority; Tenant Not a Restricted Entity.

Tenant and the persons and/or entities executing this Lease on behalf of Tenant represent and warrant that: (a) Tenant is a duly authorized and existing legal entity of the type set forth in this Lease, and is qualified to do business in the state in which the Leased Premises are located; (b) such persons and/or entities executing this Lease are duly authorized to execute and deliver this Lease on Tenant's behalf in accordance with the legal documents governing Tenant; (c) this Lease is binding upon Tenant in accordance with its terms; and (d) Tenant is not, and shall not become, a person or entity with whom Landlord is restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other action of any Governmental Authority and is not and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities.

Section 11.4

Assignment or Subletting.

Tenant shall not assign or sublet all or any part of this Lease or the Leased Premises without the prior written consent of Landlord. In no event shall any assignment or sublease release or relieve Tenant from any obligations of this Lease, or be for any actual or contemplated use that differs from the Permitted Use allowed by this Lease. Landlord shall be entitled to fifty percent (50%) of the amount of any rental or other charges payable by any assignee or subtenant pursuant to its agreement with Tenant in excess of amounts required to be paid by Tenant under this Lease; the balance of such excess amounts may be retained by Tenant. Any permitted assignee of Tenant shall assume Tenant's obligations hereunder and shall deliver to Landlord an assignment and assumption agreement in form satisfactory to Landlord upon the effective date of the assignment. Landlord's consent to any assignment or subletting shall not be implied as consent to any subsequent assignment or sublease.

If there occurs any change in the ownership of and/or power to vote the majority ownership interest of Tenant or a permitted assignee of Tenant, whether such change of ownership is by sale, assignment, bequest, inheritance, operation of law or otherwise, without the prior written consent of Landlord (such consent not to be unreasonably withheld, delayed or conditioned), then such shall be deemed an assignment without Landlord's consent and shall constitute a default hereunder.

Notwithstanding the foregoing, Tenant may assign all or part of its interest in this Lease or sublet all or part of the Premises (a "Permitted Transfer") to the following type of entities (a "Permitted Transferee") without the written consent of Landlord:

- (a) any person or entity which, directly or indirectly, controls, is controlled by, or is under common control with Tenant;
- (b) any corporation in which or with which Tenant, or its corporate successors or assigns, is merged or consolidated, in accordance with applicable statutory provisions governing

merger and consolidation of corporations, so long as (A) Tenant's obligations hereunder are assumed by the corporation surviving such merger or created by such consolidation; and (B) the Net Worth (as hereinafter defined) of the surviving or created corporation is not less than the Net Worth of Tenant as of the date hereof or as of the date which is ten (10) days prior to such merger or consolidation, whichever is greater; or

(c) any corporation acquiring all or substantially all of Tenant's assets if such corporation's Net Worth after such acquisition is not less than the Net Worth of Tenant as of the date hereof or as of the date which is ten (10) days prior to such merger or consolidation, whichever is greater.

Tenant shall promptly notify Landlord of any such Permitted Transfer. Tenant shall remain liable for the performance of all of the obligations of Tenant hereunder, or if Tenant no longer exists because of a merger, consolidation, or acquisition, the surviving or acquiring entity shall expressly assume in writing the obligations of Tenant hereunder. Additionally, the Permitted Transferee shall comply with all of the terms and conditions of this Lease. At least fifteen (15) days after the effective date of any Permitted Transfer, Tenant agrees to furnish Landlord with documentation establishing Tenant's satisfaction of the requirements set forth above applicable to any such assignment or sublet. "Net Worth," as used herein, means the excess of total assets over total liabilities, in each case as determined in accordance with generally accepted accounting principles consistently applied ("GAAP").

Section 11.5

Surrender of Leased Premises and Holding Over.

At the expiration of the Term of this Lease, Tenant shall surrender the Leased Premises in good condition, free of any hazardous waste placed in the Leased Premises during the Term, reasonable wear and tear excepted, and damage by casualty excepted to the extent that the same is covered by Landlord's or Tenant's fire insurance policy, and Tenant shall surrender all keys for the Leased Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes, and vaults, if any, in the Leased Premises. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the Term of this Lease. Tenant's occupancy subsequent to the end of the Term, whether or not with the consent or acquiescence of Landlord, shall be deemed to be that of a tenancy at will and in no event from month to month or from year to year, and it shall be subject to all the terms, covenants, and conditions of this Lease applicable thereto, except that Minimum Rent shall be one hundred fifty percent (150%) the amount payable in the last year of the Term (if and as extended), and no extension or renewal of this Lease shall be deemed to have occurred by such holding over.

Prior to the expiration or sooner termination of this Lease, Tenant shall remove any and all trade fixtures, equipment and other unattached items which Tenant may have installed, stored or left in the Leased Premises or elsewhere in the Project, including counters, shelving, show cases, chairs and unattached movable machinery purchased or provided by Tenant and which are susceptible of being moved without damage to the Leased Premises. Tenant shall repair any damage to the Leased Premises caused by its removal of such fixtures and movables. If Tenant does not make such repairs, Tenant shall be liable for and agrees to pay Landlord's reasonable costs and expenses in making such repairs.

Tenant shall not remove any plumbing or electrical fixtures or equipment, heating or air-conditioning equipment, floor coverings, walls or ceilings, all of which constitute a part of the freehold or leasehold interest of Landlord, nor shall Tenant remove any fixtures or machinery furnished or paid for by Landlord (whether initially installed or replaced) or any wiring or cabling (unless Landlord requires such removal);. The Leased Premises shall be left in a broom-clean condition. If Tenant fails to remove its trade fixtures or other property as provided in this Section, such property not removed shall be deemed abandoned by Tenant and at the option of Landlord shall become the property of Landlord, or at

Landlord's option may be removed by Landlord at Tenant's expense, or placed in storage at Tenant's expense, or sold or otherwise disposed of, in which event the proceeds of such sale or other disposition shall belong to Landlord.

Section 11.6 Landlord's Lien.

Landlord shall have, and Tenant grants to Landlord, a first and prior security interest in any furnishings, equipment, fixtures, inventory, accounts receivable, goods, or other personal property of any kind belonging to Tenant presently or hereafter situated on the Leased Premises and the proceeds therefrom. The security interest is granted to Landlord for the purpose of securing the payment of rent, other charges, assessments, penalties and damages to be paid by Tenant, and for the purpose of securing the performance of all other obligations of Tenant hereunder. Upon Tenant's default or breach of any covenants of this Lease, Landlord shall have all remedies available under the law of the State of Texas including but not limited to the right to take possession of the above-mentioned property and dispose of it by sale in a commercially reasonable manner. Tenant agrees to execute and deliver from time to time financing statements at Landlord's request for the purpose of serving notice to third parties of the security interest herein granted. Notwithstanding anything to the contrary in this **Section 11.6** and this Lease, Landlord agrees that it will subordinate its security interest and Landlord's Lien to the security interest of Tenant's supplier, bank, institutional financial source and/or equipment lessor, provided that the subordination must be limited to a specific transaction with specified items of the fixtures, equipment and/or inventory involved in the transaction and the form of subordination agreement must be in form reasonably acceptable to Landlord.

Section 11.7 Liens.

Tenant shall not permit any liens to be filed against the Leased Premises. Tenant shall discharge any lien filed against the Leased Premises for work done or materials furnished on behalf of Tenant or bond against such lien in a manner acceptable to Landlord within ten (10) days after such lien is filed and Tenant shall obtain execution of lien waivers as to Landlord's interest in the Leased Premises prior to commencement of any approved construction in the Leased Premises. If Tenant fails to keep this covenant, in addition to any other remedies available to Landlord under this Lease or otherwise, Landlord may discharge such lien, in which event Tenant agrees to pay Landlord a sum equal to the amount of the lien thus discharged plus Landlord's internal administrative costs, reasonable attorneys' fees, expenses and damages thereby caused Landlord.

Section 11.8 Interest.

Whenever this Lease refers to "**Interest**," such shall be computed at a rate equal to the Prime Rate plus three (3) percentage points. If, however, payment of interest at such rate is violative of usury statutes or is otherwise unlawful, then "Interest" shall be computed at the maximum lawful contract rate payable by such party. "**Prime Rate**" shall mean the Prime Rate as published in The Wall Street Journal from time to time (or the average Prime Rate if more than one is published). Any change in the Prime Rate will effect a change in the rate charged hereunder on the date of each such change. If The Wall Street Journal ceases to be published or ceases to publish a Prime Rate, then Landlord shall designate another similar index.

Section 11.9 Late Payments.

Should Tenant fail to pay any amount payable to Landlord under the terms of this Lease within five (5) days after the same is due hereunder, then Interest shall accrue thereon from and after the date on which such amount is due and payable until paid. Such Interest, together with a Late Charge in the

amount of ten percent (10%) of the amount due to cover the extra expense involved in handling such delinquency, shall be paid by Tenant to Landlord at the time of payment of the delinquent sum.

Section 11.10 Notices.

Whenever notice is given by either party to the other, it shall be in writing addressed to the party being notified at the address set forth in **Schedule A** of this Lease or such other address as the party may from time to time designate by notice to the other party. Notice may be given by hand delivery, express service, electronic means, or by postage paid certified or registered mail with return receipt requested. Notice given by hand delivery, express service or electronic means shall be deemed to have been given upon receipt by the party being notified. Notice given by certified or registered mail shall be deemed to have been given three (3) business days after deposited in the mail, postage prepaid.

Section 11.11 Broker.

Tenant and Landlord agree and acknowledge that (i) Reata Real Estate Services, L.P. (David Ballard and Parker LaBarge) ("**Landlord's Broker**") was retained by Landlord as its exclusive representative in connection with this Lease and (ii) Transwestern (Russell Noll) ("**Tenant's Broker**") was retained by Tenant as its exclusive representative in connection with this Lease. Landlord's Broker and Tenant's Broker shall be paid a commission by Landlord according to a separate agreement between Landlord and such brokers. Tenant and Landlord warrant and represent that other than Landlord's Broker and Tenant's Broker no other broker was involved on either's behalf in negotiating or consummating this Lease, and each agrees to indemnify and hold the other harmless from and against any and all claims for brokerage commissions arising out of any communications or negotiations which the indemnifying party had with any other broker regarding the Leased Premises, any other premises in the Project or the consummation of this Lease.

Section 11.12 No Recording.

Tenant agrees not to record this Lease or any memorandum thereof in any public record.

Section 11.13 Entire and Binding Agreement.

This Lease contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all the parties hereto or their successors in interest. The terms, covenants, and conditions contained herein shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns, except as may be otherwise expressly provided in this Lease. Tenant and Landlord each acknowledges to the other that neither it nor any broker engaged by it has made any representations to or agreements binding on the other that are not contained in this Lease.

Section 11.14 Provisions Severable.

If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 11.15 Captions.

The captions contained herein are for convenience and reference only and shall not be deemed as part of this Lease or construed as in any manner limiting or amplifying the terms and provisions of this Lease.

Section 11.16 Intentionally Omitted.

Section 11.17 No Implied Warranties.

LANDLORD AND TENANT EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR TENANT'S INTENDED COMMERCIAL PURPOSE AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS LEASE, TENANT'S OBLIGATION TO PAY RENT HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE PERFORMANCE BY LANDLORD OF ITS OBLIGATIONS HEREUNDER, AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS LEASE, TENANT SHALL CONTINUE TO PAY RENT AND ALL AMOUNTS DUE HEREUNDER, WITHOUT ABATEMENT, SETOFF OR DEDUCTION NOTWITHSTANDING ANY BREACH BY LANDLORD OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED. EXCEPT AS EXPRESSLY PROVIDED IN THIS LEASE, (I) NO REPRESENTATIVE, AGENT OR EMPLOYEE OF LANDLORD MADE ANY REPRESENTATIONS, INDUCEMENTS OR PROMISES ABOUT THE PREMISES OR THE ENTRY INTO THE LEASE, AND (II) NO REPRESENTATIVE, AGENT OR EMPLOYEE OF LANDLORD MADE ANY REPRESENTATIONS, INDUCEMENTS OR PROMISES ABOUT THE CHARACTERISTICS OR CONDITIONS OF OR PERTAINING TO THE PREMISES OR THE PROJECT. TENANT HAS KNOWLEDGE OF THE PREMISES AND WITH THIS KNOWLEDGE HAS VOLUNTARILY AGREED TO DISCLAIM THE IMPLIED WARRANTY OF SUITABILITY. BOTH LANDLORD AND TENANT HAVE EXPRESSLY BARGAINED FOR AND AGREED TO THIS DISCLAIMER. FOR AND IN CONSIDERATION OF THE EXECUTION OF THIS LEASE, LANDLORD AND TENANT AGREE THAT LANDLORD WOULD NOT HAVE SIGNED THIS LEASE BUT FOR THE DISCLAIMERS SET FORTH ABOVE, AND TENANT WAIVES ANY WARRANTY REGARDING THE PREMISES EXCEPT THOSE EXPRESSLY PROVIDED IN THIS LEASE.

Section 11.18 Disclaimer of Reliance.

DISCLAIMER OF RELIANCE: LANDLORD AND TENANT COVENANT AND REPRESENT THAT, IN ENTERING INTO THIS LEASE, THEY ARE RELYING SOLELY UPON THEIR OWN JUDGMENT AND ARE NOT RELYING UPON ANY STATEMENT, INFORMATION, REPRESENTATION, PROMISE, WRITING, OR BROCHURE OF THE OTHER PARTY, OR THEIR AGENTS OR REPRESENTATIVES, THAT IS NOT SPECIFICALLY SET FORTH IN THIS LEASE (OR THE EXHIBITS HERETO), EXCEPT FOR THE FOLLOWING: _____

NOTE: IF NO WRITING IS PLACED ON THE BLANK LINE ABOVE, IT WILL BE DEEMED TO READ "NONE."

Section 11.19 No Option.

The submission of this Lease for examination or execution by Tenant does not constitute a reservation of or option for the Leased Premises and this Lease shall not become effective as a lease for the Leased Premises until it has been executed and delivered by both Landlord and Tenant.

Section 11.20 Lease Guaranty.

As an inducement to Landlord to enter into this Lease and as a condition to the effectiveness hereof, Tenant shall cause to be delivered to Landlord a guaranty of Tenant's obligations under this Lease (the "Lease Guaranty") executed by the Guarantor or Guarantors specified in Schedule A (collectively, the "Guarantor") in the form of Exhibit C attached hereto. Tenant acknowledges and agrees that a default by the Guarantor under such Lease Guaranty shall constitute a default by Tenant under this Lease. No failure or delay on the part of Landlord in exercising any right as a result of any such default by Guarantor under the terms of the Lease Guaranty shall be a waiver of any such right or preclude the exercise by Landlord of such right at any time or times thereafter.

Section 11.21 Counterparts.

Numerous copies of this Lease may be executed by the parties hereto, either together or in counterparts. Each such executed copy or, if signed in counterparts, all such counterparts shall have the full force and effect of an original executed instrument.

Section 11.22 Exclusive Use Clause

Optio-Periods

During the term of the Lease, and any options that follow, ~~the~~ Landlord shall not permit any other tenant within the building to operate a diagnostic imaging facility to include MRI and CT. ~~The Landlord as of the date of this lease currently owns LOT 3, LOT 27, LOT 28, and LOT 29 within the Westover Medical Park. It is the understanding of the Tenant that the Landlord does not plan on developing or building on these lots rather selling to a third party. In the event the Landlord does develop or build on these lots then the Exclusive Use Clause will apply to these properties which states no tenant will operate a diagnostic imaging facility to include MRI and CT.~~

so long as Tenant is then operating a medical imaging laboratory offering MRI and CT screening,

1-27-17
11/27/17

Section 11.23 Schedules and Exhibits.

The following schedules and exhibits are attached hereto and incorporated into this Lease as a material part of this Lease:

- Schedule A – Schedule of Basic Lease Terms
- Schedule A-1 – Fair Market Value Rate for Option Period
- Exhibit A-1 – Legal Description of Building Site
- Exhibit A-2 – Depiction of Building Site and Building
- Exhibit A-3 – Space Plan for Leased Premises
- Exhibit B – Landlord's and Tenant's Work
- Exhibit C – Guaranty

[Signature Page Follows]

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Numerous copies of this Lease may be executed by the parties hereto, either together or in counterparts. Each such executed copy or, if signed in counterparts, all such counterparts shall have the full force and effect of an original executed instrument.

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During the Term of the Lease, and any Option Periods that follow, so long as Tenant is then operating a medical imaging laboratory offering MRI and CT screening, Landlord shall not permit any other tenant within the Building to operate a diagnostic imaging facility to include MRI and CT.

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The following schedules and exhibits are attached hereto and incorporated into this Lease as a material part of this Lease:

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- Exhibit B – Landlord's and Tenant's Work
- Exhibit C – Guaranty

[Signature Page Follows]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written each acknowledging receipt of an executed copy hereof.

LANDLORD:

EATON-LONGORIA 19 WESTOVER, LTD.,
a Texas limited partnership

By: Eaton 19 Westover, LLC,
a Texas limited liability company,
its general partner

By: 
Name: Joseph Eaton
Title: President

TENANT:

AMERICAN HEALTH IMAGING OF DALLAS, LLC,
a Texas limited liability company

By: 
Name: Scott Adams
Title: President

SCHEDULE A

Schedule of Basic Lease Terms

This Schedule of Basic Lease Terms (this "**Schedule A**") is incorporated into and made a part of that certain Lease Agreement (the "**Lease**") dated as of FEBRUARY 2nd, 2017 by and between EATON-LONGORIA 19 WESTOVER, LTD., a Texas limited partnership ("**Landlord**"), and AMERICAN HEALTH IMAGING OF DALLAS, LLC, a Texas limited liability company ("**Tenant**"). Any capitalized terms used in this **Schedule A** which are not otherwise defined in this **Schedule A** shall have the meaning given to such terms in the Lease. Each of the following provisions shall be construed in conjunction with and limited by the references thereto contained in the Lease and each reference to any of the following terms in the Lease shall be construed to incorporate each such term. In the event of any conflict between this **Schedule A** and the balance of the Lease, this **Schedule A** shall control.

BUILDING ADDRESS: 10131 Highway 151
San Antonio, Texas 78251

TERM: One Hundred Twenty (120) Months.

EXTENSION OPTION: Provided Tenant is not in default at the time it exercises the applicable Extension Option or at the time such Extension Option commences, beyond any applicable cure period, Tenant will have the right ("**Extension Option**") to extend the Term of this Lease for two (2) successive periods of five (5) years each. Tenant may exercise an Extension Option only by written notice ("**Notice of Intent to Renew**") given to Landlord not more than two hundred seventy (270) days prior to and at least One Hundred Eighty (180) days prior to the last day of the initial Term or of the preceding Option Period (as hereinafter defined) then in effect, as applicable. Upon receipt of such notice, this Lease will be extended for a period of five (5) years from the last day of the Term or the last day of the immediately preceding Option Period, as applicable ("**Option Period**") without the necessity for the execution of any further instrument (except as set forth in **Schedule A-1** hereto) and upon the same terms, conditions, covenants, and agreements as are contained in this Lease, except the Minimum Rent for the applicable Option Period shall be the Fair Market Value Rate as such term is determined in **Schedule A-1**. All references to the "**Term**" in the Lease shall include each Option Period, if the Extension Option is properly exercised for such Option Period, and if Tenant does not exercise an Extension Option in strict accordance with the provisions hereof, or is deemed to have elected to not exercise an Extension Option as provided in **Schedule A-1**, all remaining Extension Options shall forever terminate and be of no further force or effect.

MINIMUM RENT FOR INITIAL TERM [PLEASE NOTE RENT AMOUNTS ARE BASED UPON ESTIMATE OF PREMISES SQUARE FOOTAGE OF 4,500 SQUARE FEET AND WILL BE SUBJECT TO ADJUSTMENT WHEN ACTUAL SQUARE FOOTAGE IS DETERMINED]:

<u>Months</u>	<u>Annual Rent</u>	<u>Monthly Minimum Rent</u>	<u>Rent per Square Foot</u>
1 - 12	\$99,000.00	\$8,250.00	\$22.00
13 - 24	\$101,970.00	\$8,497.50	\$22.66
25 - 36	\$105,029.10	\$8,752.43	\$23.34
37 - 48	\$108,179.97	\$9,015.00	\$24.04
49 - 60	\$111,425.37	\$9,285.45	\$24.76

Schedule A

1

61 - 72	\$114,768.13	\$9,564.01	\$25.50
73 - 84	\$118,211.18	\$9,850.93	\$26.27
85 - 96	\$121,757.51	\$10,146.46	\$27.06
97 - 108	\$125,410.24	\$10,450.85	\$27.87
109 - 120	\$129,172.55	\$10,764.38	\$28.71

FLOOR AREA OF LEASED PREMISES: 4,500 square feet. During the one (1) year period immediately following the Commencement Date, Landlord and Tenant shall each have the right to give the other notice requesting that Landlord's designated architect measure the Floor Area in the Leased Premises and certify the number of square feet of Floor Area in the Leased Premises in a written report to Landlord and Tenant. If the number of square feet of Floor Area certified by Landlord's designated architect varies from the square footage set forth above by more than two percent (2%), then, notwithstanding any other provision of the Lease, all applicable references to said Floor Area shall be amended and the Minimum Rent and Landlord's Allowance shall be increased or decreased, as the case may be, by a percentage equal to the percentage of variance from the square footage set forth above, as certified by Landlord's designated architect and Landlord and Tenant shall execute a confirmation agreement confirming the Commencement Date and the Floor Area of the Leased Premises.

FLOOR AREA OF THE BUILDING: 8,032 square feet.

TENANT'S PRO RATA SHARE: Fifty-six and 03/100 percent (56.03%), subject to change as set forth in the Lease.

TRADE NAME OF TENANT: American Health Imaging

PERMITTED USE: The operation of a medical imaging laboratory offering MRI and CT screening and office uses incidental thereto.

HOURS OF OPERATION: Tenant may conduct its business in the Leased Premises at any time, subject to applicable law.

PARKING SPACES: Tenant shall have the non-exclusive use of approximately twenty-two (22) parking spaces located on the Building Site to be used in common with other tenants of the Building, their employees, guests and invitees and other parties entitled to use the parking areas pursuant to the Permitted Encumbrances. The parking spaces will be available for use by Tenant's employees, guests and invitees at any time while conducting business at the Leased Premises, provided that overnight parking shall not be permitted. Notwithstanding the foregoing, Tenant shall (i) cause its employees and invitees to park only in the area provided on the Building Site and (ii) Tenant shall conduct its operations in such a manner that Tenant's employees, guests and invitees do not use more than the number of parking spaces permitted hereby. Tenant shall be permitted to install signage designating up to three (3) reserved parking spaces in front of Tenant's Premises (subject to Landlord's approval); provided, however, that Landlord shall not be responsible for monitoring the use of parking and/or enforcing reserved parking.

SECURITY DEPOSIT: \$14,139.38

Schedule A

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PREPAID RENT: \$11,625.00. Tenant shall pay to Landlord the Prepaid Rent upon execution of the Lease by Tenant, which amount shall be applied by Landlord to Tenant's first installment of Minimum Rent and additional rent due under the Lease.

GUARANTOR: US Radiology, Inc.
2200 Century Parkway NE, Suite 600
Atlanta, GA 30345

LANDLORD'S NOTICE ADDRESS: c/o Eaton Development
22610 U.S. Hwy. 281 North, Suite 205
San Antonio, Texas 78258

TENANT'S NOTICE ADDRESS: 2200 Century Parkway NE, Suite 600
Atlanta, GA 30345

LANDLORD'S AND TENANT'S WORK: The respective obligations of Landlord and Tenant with respect to the design and construction of the Leased Premises are set forth in Exhibit B. Subject to the conditions set forth in Exhibit B, Landlord shall provide Tenant with a finish-out allowance in the amount of \$48.00 per square foot of Floor Area of the Leased Premises.

SPECIAL PROVISIONS:

Finals Plans; Construction Commencement Date. On or before the date hereof, Landlord and Tenant have approved those certain plans and specifications entitled Medical Office Building-Shell, 10131 W. Military Lot#19, Westover Medical Park, San Antonio, Texas ("Final Plans") dated May 2, 2016 and signed and sealed by Joseph M. Smith, Registered Architect #15214 of JMS Architects, Inc. Landlord shall apply for and diligently pursue a building permit for the Building from the City of San Antonio (the "Shell Permit") after the following shall have occurred: (i) duplicate originals of the Lease are executed by Landlord and Tenant and an original thereof is delivered to each party and (ii) Landlord shall have received from Tenant the Security Deposit and Prepaid Rent.

Landlord shall commence construction of the Building, as evidenced by a Notice to Proceed Letter issued to its general contractor, promptly following Landlord's receipt of the Shell Permit ("Construction Commencement Date"). Landlord shall exercise commercially reasonable efforts to complete Landlord's Work in accordance with Exhibit B as soon as possible.

For purposes of this Schedule A, "Force Majeure Delay" means a delay in Landlord's obligation to meet the deadlines set forth in these Special Provisions because of any of the following events or circumstances: (a) strikes, work stoppages, lockouts or picketing (legal or illegal); (b) acts of God, including, without limitation, tornadoes, hurricanes, floods, sinkholes, landslides, earthquakes, epidemics, quarantine and pestilence; (c) adverse weather conditions; (d) fire and other casualties; (e) condemnation or other exercise of the power of eminent domain; (f) acts of a public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrections, riots, civil disturbances or national or international calamities; (g) unavailability of materials; (h) governmental laws, regulations or restrictions; (i) delays in issuance of permits by governmental authorities, provided Landlord is diligently pursuing same; and (j) any other causes of any kind whatsoever that are beyond the control of Landlord or any of its agents, officers and employees (collectively, "Force Majeure").

Schedule A

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For purposes of this **Schedule A**, "**Tenant Delay**" means each day that: (a) the commencement or prosecution of construction of the Landlord's Work, or (b) any other condition necessary for Landlord to meet the deadlines set forth in these Special Provisions, is delayed because of Tenant's delay in submitting its plans and specifications to Landlord, Tenant's changes in its plans and specifications and/or Tenant's interference with the completion of the Landlord's Work.

The Construction Commencement Date shall be extended by one (1) day for each day of Tenant Delay and/or Force Majeure Delay. Any such delays must be documented by Landlord within fifteen (15) days following the date that Landlord becomes aware of their occurrence.

Multiple copies of this **Schedule A** may be executed by the parties hereto, either together or in counterparts. Each such executed copy or, if signed in counterparts, all such counterparts shall have the full force and effect of an original executed instrument.

[SIGNATURE PAGE FOLLOWS]

Schedule A

4

LANDLORD:

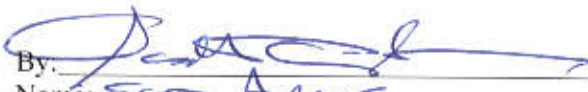
EATON-LONGORIA 19 WESTOVER, LTD.,
a Texas limited partnership

By: Eaton 19 Westover, L.L.C.,
a Texas limited liability company,
its general partner

By: 
Name: Joseph Eaton
Title: President

TENANT:

AMERICAN HEALTH IMAGING OF DALLAS, LLC,
a Texas limited liability company

By: 
Name: SCOTT ARANT
Title: President

Schedule A

5

SCHEDULE A-1

Fair Market Value Rate for Option Period

With respect to Tenant's exercise of each Extension Option pursuant to **Schedule A**, Landlord will, within sixty (60) days after its receipt of a Notice of Intent to Renew, notify Tenant in writing of the Fair Market Value Rate (as defined below) as determined by Landlord for the Minimum Rent applicable to Leased Premises during such Option Period (such determination is herein referred to as the "**Landlord's Assessment**"). Tenant shall have the right, within ten (10) days after its receipt of written notice of the Landlord's Assessment, to either (i) accept the Landlord's Assessment and exercise the Extension Option, or (ii) reject the Landlord's Assessment in which case Tenant shall be deemed to have elected to not exercise the applicable Extension Option by, in either instance, delivering to Landlord written notice thereof within such ten (10) day period. Each Extension Option may be validly exercised only if no uncured Tenant default exists as of the date of exercise for which Tenant has received written notice thereof and, on the date the same is to be commenced, no default has occurred and is then continuing.

For purposes hereof, "**Fair Market Value Rate**" shall mean the rental rate, including without limitation, Minimum Rent per square foot of Floor Area in the Leased Premises that Landlord is or would be charging, as applicable, in connection with renewals of leases of space in the Building taking into consideration the following: (1) the location and floor level within the Building; (2) the condition of the existing improvements in the Leased Premises and the premises covered by such renewed leases; (3) parking charges or the inclusion of the same in rental; (4) the extent of services to be provided by Landlord to Tenant and such renewal tenants; (5) the base year or dollar amount, if any, for escalation purposes; (6) credit rating and financial condition and stature of such renewal tenants as of the date of the exercise of the applicable lease renewal, and the credit rating and financial condition and stature of Tenant as of the date of Landlord's Assessment; (7) the length of the lease renewal; (8) whether any broker's commission is payable; (9) the date on which the Option Period will commence; (10) any premium that the Project may have compared to other projects in the market; (11) the type of use of the Leased Premises; and (12) any other appropriate term or condition excluding, however, moving allowances; provided however, in no event shall the Fair Market Value Rate be less than the Minimum Rent payable by Tenant at the expiration of the initial Term or the immediately preceding Option Period.

Once Tenant has validly exercised an Extension Option, Landlord will as soon as practicable thereafter deliver to Tenant at least two (2) multiple originals of an amendment to the Lease reflecting (i) the extension of the initial Term, (ii) any change in Minimum Rent payable by Tenant as provided by the Lease and the provisions of this **Schedule A-1**, and (iii) such other amendments to the Lease as are necessary, and Landlord and Tenant will thereafter execute such multiple originals and deliver the same to Landlord. Notwithstanding Landlord's and Tenant's obligation to execute and deliver such amendment to the Lease within the required time period, Tenant's leasing of the Leased Premises during the applicable Option Period is not conditioned on any such execution and delivery as such lease amendment is being executed merely to memorialize the terms and conditions of Tenant's leasing of the Leased Premises during such Option Period pursuant to this **Schedule A-1** after Tenant's valid exercise of an Extension Option; provided, however, that the foregoing shall not excuse the failure of either party to execute the amendment to the Lease as required above and the remedies provided to either party as a result of such failure.

Schedule A-1

EXHIBIT A-1

Legal Description of Building Site

Lot 19, Block 51, N.C.B. 17642 of the Westover 11 Subdivision, a subdivision in the City of San Antonio, according to the replat thereof recorded in Volume 9653, Page 78 of the Deed and Plat Records of Bexar County, Texas

Exhibit A-1

EXHIBIT A-2 **Depiction of Building Site and Building**

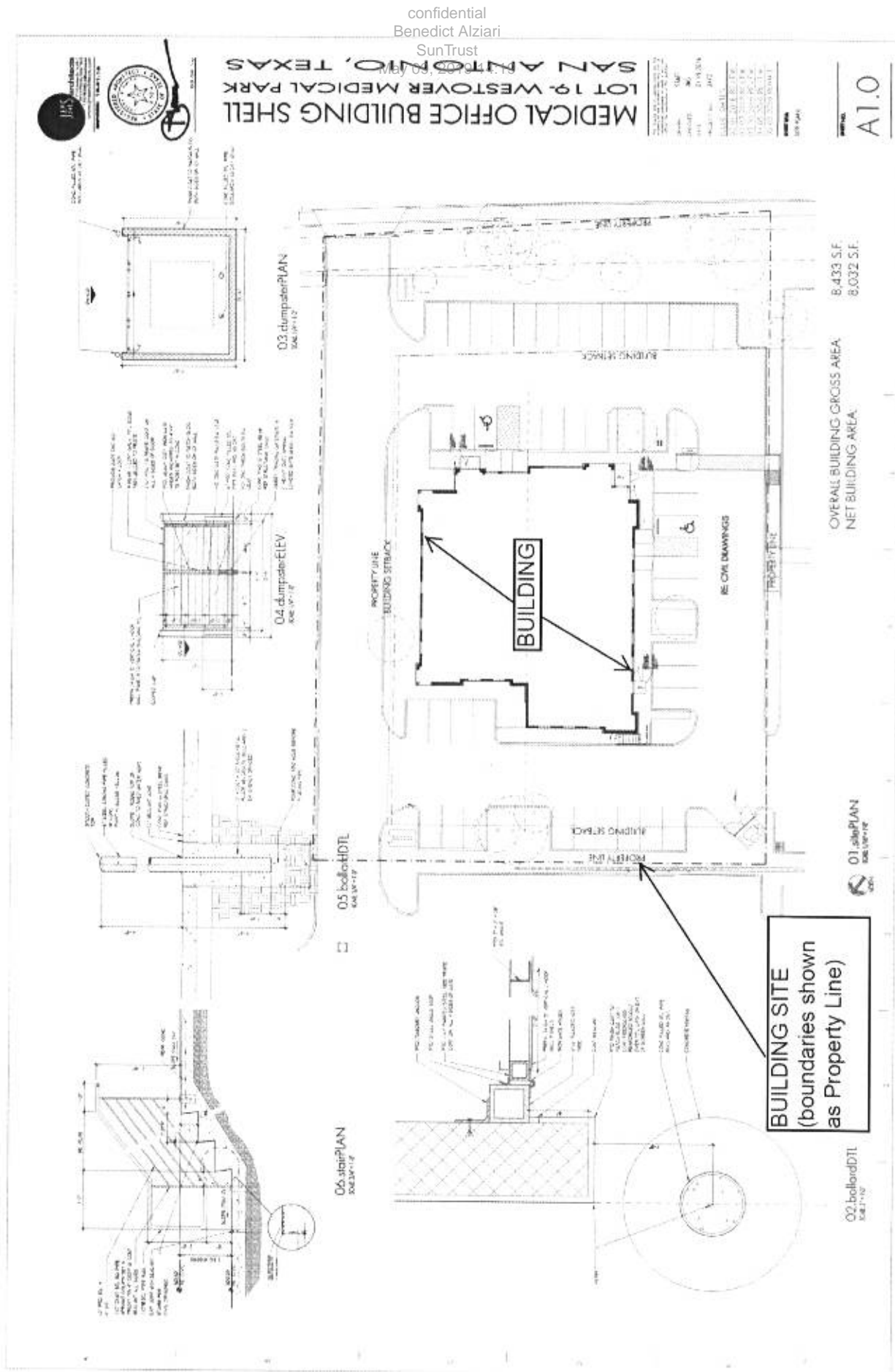


Exhibit A-2

EXHIBIT A-3
Space Plan of Leased Premises

Premises shown cross-hatched below.

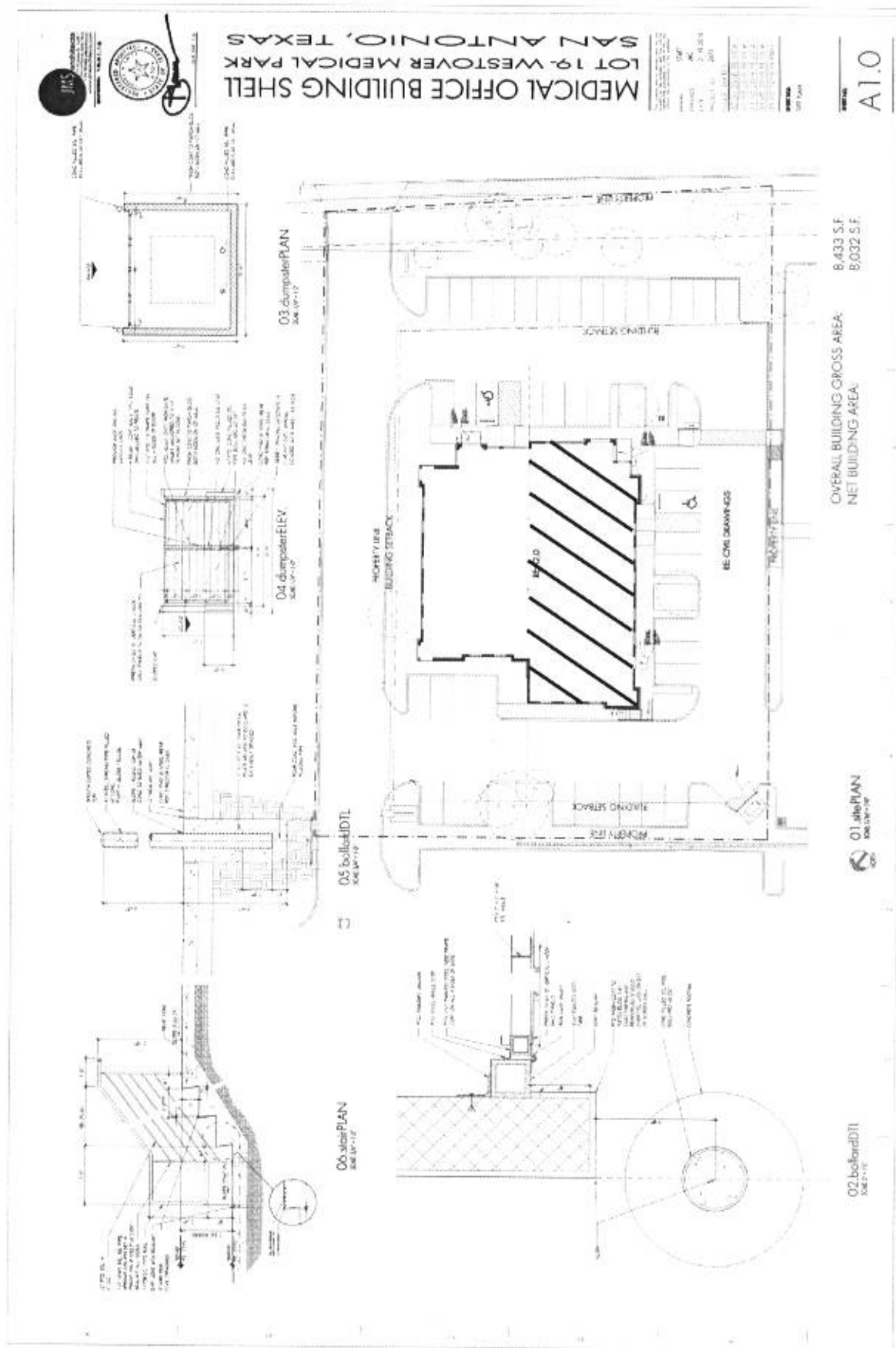


Exhibit A-3

EXHIBIT B

Landlord's and Tenant's Work

This **Exhibit B** sets forth the respective obligations of Landlord and Tenant with respect to the design and construction of the Leased Premises.

I. Landlord's Work.

- A. Description. Landlord shall provide a cold, dark shell building with utility connections therein, separate electric meter and separate water meter for the Leased Premises, together with exterior lighting, landscaping, site work and a monument sign on the Building Site (collectively, "**Landlord's Work**"), all to be constructed in accordance with the Final Plans no later than one hundred fifty (150) days after the Lease is fully executed by both parties and Landlord has received from Tenant the Security Deposit and Prepaid Rent.

Landlord shall keep Tenant reasonably informed as to the progress of Landlord's Work. Landlord shall tender possession of the Leased Premises to Tenant upon Substantial Completion of Landlord's Work (as defined in **Section 1.3** of the Lease). For purposes of the Lease, "**Landlord Delay Day**" shall mean each day of delay in completion of the Tenant's Work caused solely by Landlord's failure to timely perform the remainder of the Landlord's Work, if any, to be completed after the Turnover Date.

II. Tenant's Work.

A. Description.

Landlord's obligation to construct the Building or improve the Leased Premises is limited to the work described above. All other work required for the operation of Tenant's business at the Leased Premises will be provided by Tenant at Tenant's expense. Landlord must approve the design and construction of all of Tenant's Work. Tenant shall contract for Tenant's Work with its own contractors, provided Landlord will cause its third party development manager to oversee construction of such improvements at no cost to Tenant. Tenant's Work will include, among other things, the design, purchase, installation and performance of the following:

1. Walls, Doors and Columns. All interior partitions (including moveable partitions), walls, doors and columns, other than existing structural columns. Interior partitions will be metal stud construction covered by a least one layer of gypsum board. Exterior walls will be insulated with insulation to be approved by Landlord.
2. Interior Finishes. All interior painting, decoration and finishes within the Leased Premises, including all walls, doors and columns.
3. Floors. All floor coverings, floor finishes and preparation of floors to receive the same. Any exposed concrete flooring within the Leased Premises must be sealed.
4. Lighting: All light fixtures in the Leased Premises.

Exhibit B

5. Ceilings. All ceilings for the Leased Premises.
6. Millwork: All millwork for the Leased Premises.
7. Plumbing. All plumbing necessary for Tenant's use of the Leased Premises, including Landlord approved sub-meter connections if required by Landlord, and including any hot water system required by Tenant. Any and all modifications to the fire sprinkler system that may be necessary to accommodate Tenant's finish-out.
8. Mechanical: All mechanical work, systems and equipment for Tenant's use of the Leased Premises.
9. Electrical: All electrical work, systems and equipment for Tenant's use of the Leased Premises, including lines, service and Landlord approved sub-metered connections to the main electrical supply, and including all lighting for the Leased Premises.
10. HVAC. All heating, ventilation and cooling equipment necessary for use in the Leased Premises, including ductwork, controls and devices.
11. Furniture, Fixtures and Equipment. All furniture, furnishings, trade fixtures, electrical and other fixtures and equipment required for Tenant's use. All computer, telephone/data and audio/visual equipment. Security and fire alarm systems for Leased Premises.
12. Signs. All signage for the Leased Premises, subject to the requirements of the Westover Medical Park, as the same may change from time to time.
13. Roof Penetrations. All roof penetrations required by Tenant must be performed by Landlord's roofing contractor at Tenant's expense. There will be no penetrations of the roof without the prior written approval of Landlord. The location of all HVAC equipment, ventilation fans and other roof-mounted equipment is subject to the prior written approval of Landlord. Any roof penetrations will be engineered and installed in accordance with Landlord's requirements. All roof repairs associated with a roof penetration will be performed by Landlord's roofing contractor for the Building, at Tenant's expense. Under no circumstances will Tenant or any contractor employed by Tenant perform any repairs or maintenance to the roof. None of Tenant's equipment will be permitted outside the Leased Premises, suspended from the ceiling, or on the roof except as specifically approved by Landlord in response to a recommendation from a structural engineer, acceptable to Landlord and hired at Tenant's expense.
14. Chiller. Landlord agrees that Tenant shall be permitted to install a chiller at the Building Site in a location mutually approved by Landlord and Tenant, which shall be situated on a fenced, concrete pad to be constructed by Tenant as part of Tenant's Work; provided the specifications for such chiller and the manner of installation and connection to the Building and the Leased Premises shall be subject to Landlord's prior written approval. In addition, to the extent the chiller affects the Landlord's Work, Tenant shall be responsible for any costs associated

Exhibit B

with revisions to plans, additional permit fees, if any, and increases in the cost to construct the Landlord's Work.

15. Alterations and Additions. Any alterations or additions to work previously performed by Landlord, including penetrations or reinforcements, required to accommodate Tenant's Work. No alterations or additions to Landlord's Work will be made without the prior written consent of Landlord.

III. Tenant's Plans and Specifications.

A. Design Drawings.

Prior to preparing any construction drawings for Tenant's improvements, Tenant will submit to Landlord for review and approval two (2) sets of schematic Design Drawings setting forth Tenant's design intent for the improvements. These shall include a floor plan and enough elevations and detail to adequately convey the design intent for the space. This is an important step in that early communication of design intent allows design issues to surface early in the process.

B. Construction Drawings.

Tenant will not prepare any construction drawings for the Leased Premises unless and until Landlord has approved Tenant's Design Drawings, provided that such consent is not to be unreasonably withheld, delayed or conditioned with respect to any improvements that are not visible from the exterior of the Leased Premises or that do not affect the Building's systems or structure. Once this occurs, Tenant will cause to be prepared Construction Drawings consistent with the approved Design Drawings and any Landlord comments relating thereto. Tenant will submit to Landlord for review and approval one (1) electronic copy CAD and (1) pdf in a format acceptable to Landlord and two (2) blackline print sets of Construction Drawings.

Tenant's Construction Drawings will include, but not be limited to, the following (and the term "**Construction Drawings**" as used herein shall include all of the drawings; specifications; color, material, fixture and equipment selections; details and other matters set forth in the same and approved by Landlord):

a) Architectural Drawings.

- 1) Plan showing location of Leased Premises.
- 2) Floor Plan at 1/8" = 1'0" scale.
- 3) Longitudinal Section at 1/8" = 1'0" scale.
- 4) Interior Elevations at 1/8" = 1'0" scale.
- 5) Storefront Plan, Section, and Elevation at 1/4" = 1'0" scale.
- 6) Reflected Ceiling Plan at 1/8" = 1'0" scale.
- 7) Partition Wall Sections at 1/2" = 1'0" scale.
- 8) Store Fixtures & Furniture Plan at 1/8" = 1'0" scale, including specifications on any kitchen equipment and fixtures.
- 9) Interior Color Finish Schedule.
- 10) Specifications (if not on drawings).

Exhibit B

b) Electrical Drawings.

- 1) Circuitry Plan at 1/8" = 1'0" scale.
- 2) Panelboard schedules.
- 3) Riser Diagrams.
- 4) Electrical Load Tabulations.
- 5) Lighting Fixture Schedule indicating number of lamps per fixture, wattage, and type of each lamp.
- 6) Specifications.

c) Mechanical Drawings.

- 1) HVAC Plan at 1/8" = 1'0" scale.
- 2) Mechanical/Electrical Data Tabulation Sheet.
- 3) Plumbing Plan at 1/8" = 1'0" scale.
- 4) Specifications.

d) Sign Fabricator's Shop Drawings (to be submitted by Tenant to Landlord prior to fabrication of sign) at a minimum scale of 1" = 1'0".

e) Fire Protection Shop Drawings. Drawings should include:

- 1) Ceiling Plan with sprinkler head locations dimensioned at a minimum scale of 1/8" = 1'0".
- 2) Automatic Sprinkler details.
- 3) Specifications and calculations as required by code.

Tenant's architect and engineers will verify all dimensions, locations of structural members and any other physical conditions affecting Tenant's Construction Drawings and will be responsible for insuring that the improvements shown on Tenant's Construction Drawings comply with all applicable codes, ordinances and regulations. The approval by Landlord of Tenant's Construction Drawings will not relate to engineering or architectural competence and will not constitute any certification or opinion by Landlord with respect to compliance with laws, codes, ordinances, rules or regulations. Tenant is solely responsible for the same, and approval by Landlord of Tenant's Construction Drawings does not constitute a waiver by Landlord of any non-compliance. Landlord assumes no liability or responsibility for any non-compliance or for any defect in any improvement, structure, equipment or system that is part of Tenant's work, even though approved by Landlord.

- C. Approval of Drawings. Tenant's Design Drawings and Construction Drawings will be prepared in accordance with the Lease and all Exhibits thereto. No improvements of any kind may be made to the Leased Premises by or on behalf of Tenant except as reflected in Tenant's Design Drawings and Tenant's Construction Drawings approved by Landlord in writing. Landlord will notify Tenant within seven (7) days after submittal whether Tenant's Design Drawings and Tenant's Construction Drawings are acceptable. If Landlord finds them to be unacceptable, Landlord will specify its objections in reasonable detail. No changes, modifications or alterations of or to the approved Design Drawings and Construction Drawings may be made without the written consent of Landlord. Any reasonable costs incurred by Landlord in approving such changes, including architects' fees and expenses, will be paid by Tenant.

IV. Construction of Tenant Improvements.

Exhibit B

A. Construction

1. Budget; Total Construction Costs

Following Landlord's approval of Tenant's Design Drawings and Construction Drawings, and in any event prior to the date that Tenant commences construction of improvements within the Leased Premises, Tenant shall provide to Landlord for Landlord's review a construction budget, prepared by Tenant's contractor ("**Budget**") that sets forth in reasonable detail the total cost to design and construct Tenant's Work (the "**Total Construction Costs**").

2. Commencement

As soon as possible after the Turnover Date, Tenant will begin construction of the Tenant improvements in accordance with the Construction Drawings approved by Landlord. Tenant, by occupying the Leased Premises for construction, shall be deemed to have accepted the Leased Premises, acknowledged that Landlord has completed the work required of it to allow Tenant to commence construction of Tenant's improvements, and acknowledged that the same are in the condition called for hereunder. Tenant's Work will be performed by a licensed, bondable contractor approved in writing by Landlord. Tenant's contractor will be given access to the Leased Premises only after Tenant provides the following: (1) copy of Tenant's building permit; (2) certificate setting forth name and address of Tenant's general, mechanical, plumbing, electrical, and sprinkler contractors to be involved in completion of Tenant's Work; and (3) certificate of insurance as provided below.

Tenant's Work will be performed in a good and workmanlike manner, in accordance with the Construction Drawings approved by Landlord, and in compliance with the Lease, this Exhibit, and all applicable statutes, ordinances, rules, regulations and building codes. Tenant agrees (i) not to interfere with other tenants' use of the Building and (ii) to keep and store all materials and equipment in the interior of the Leased Premises, and limit, to the extent possible, any work or activity outside of the Leased Premises. In connection with Landlord's coordination of activities during the construction of Tenant's Work, Tenant shall be responsible for a construction coordination fee payable to Landlord in the amount of three percent (3%) of the Total Construction Costs (the "**Coordination Fee**"), which shall be deducted from the Landlord's Allowance described below. Landlord may enter upon the Leased Premises at all reasonable times to inspect the construction of Tenant's improvements. If Landlord in good faith finds any work to be unacceptable, Landlord may notify Tenant and Tenant will promptly correct the same. Landlord's authority to act under this paragraph will not give rise to a duty of Landlord to make inspections or to otherwise enforce Tenant's compliance with the terms of the Lease. Tenant's failure to comply with the terms of this Exhibit will constitute a default under the Lease.

3. Completion

Exhibit B

Upon completion of Tenant's improvements, Tenant (i) will obtain an unconditional Certificate of Occupancy issued by the City of San Antonio and will provide Landlord with a copy of the same and (ii) will provide to Landlord a complete set of as-built construction drawings for the Leased Premises.

For purposes of the Lease, Tenant's Work shall be deemed "**Substantially Completed**" the date on which the architect designated by Landlord certifies that Tenant's Work is substantially completed in accordance with the approved Construction Drawings, subject to punch list items that do not preclude Tenant from operating in the Leased Premises for the Permitted Use. In addition, Tenant's Work shall be deemed Substantially Complete even though minor details of construction, decoration, landscaping and mechanical adjustments remain to be completed.

For purposes of the Lease, "**Tenant Delay Day**" shall mean each day of delay in the performance of Tenant's Work that occurs (a) because Tenant fails to timely furnish any information or deliver or approve any required documents such as pricing estimates, construction bids, and the like, (b) because of any change by Tenant to the approved Construction Drawings, (c) because Tenant fails to attend any meeting with Landlord, the architect, any design professional, or any contractor, or their respective employees or representatives, as may be required in connection with the preparation or completion of any construction documents or in connection with the performance of Tenant's Work, or (d) because Tenant otherwise delays completion of Tenant's Work.

B. **Insurance and Indemnity.** Tenant will require Tenant's contractor to maintain insurance in the following coverages and amounts, naming Landlord as an additional insured, and will provide Landlord and Tenant with certificates of insurance evidencing the same within ten (10) days after the Turnover Date, and in any event prior to the time that Tenant or its contractors enter upon the Leased Premises:

1. Workers' Compensation Insurance in statutory limits, and employer's liability insurance with a limit of at least \$500,000;
2. Commercial general liability insurance (including Contractor's Protective Liability Coverage) on an occurrence basis, including coverages A, B, and C on the Standard Texas form, with a minimum single limit of \$1,000,000; and
3. Motor vehicle liability and property damage insurance on an occurrence basis, including coverage for hired and non-owned automobiles, with a minimum single limit of at least \$1,000,000.

Neither Landlord nor Landlord's agents or contractors will be responsible to Tenant for damage or destruction of Tenant's work or property. Tenant and Tenant's contractor will be responsible for all injury or damage to persons or property resulting from Tenant's work. Tenant will cause the contractor to indemnify Landlord and hold Landlord harmless from every claim, expense, liability or cause of action for injury or damage to persons or property arising out of or suffered through any act or omission of the contractor, its employees,

subcontractors or others under their supervision. Tenant's contract with the contractor will expressly so provide.

C. Other Contract Matters. In addition to the above, Tenant's construction contract will provide, among other things, that:

1. The work will be performed and materials provided on the sole credit of Tenant, and no lien for labor or materials will be filed or claimed by the contractor against the Leased Premises or the Building;
2. The contractor will execute a lien waiver in form and content acceptable to Landlord, and will discharge any lien filed or claims made by anyone furnishing labor or materials to the Leased Premises; and
3. The contractor will insure that all trash and refuse generated in connection with the work will be removed at the contractor's expense.
4. The contractor will not be permitted to stage for the construction in any location on the Building Site or within the Building, except within the Leased Premises.

V. Landlord's Contribution to Tenant's Work.

Of the costs incurred by Tenant to construct Tenant's improvements, Landlord agrees to pay to Tenant an allowance (the "Landlord's Allowance"), to be applied to the cost of designing and performing Tenant's Work equal to the lesser of (1) the actual cost of Tenant's permanent interior improvements made in accordance with this Exhibit, or (2) \$216,000.00 (based on \$48.00 per square foot of Floor Area of the Leased Premises, and subject to adjustment as set forth in Schedule A to the Lease); provided that Tenant's costs for furniture, fixtures and equipment, IT/Data equipment and installation, and moving costs are not subject to reimbursement or contribution from Landlord. Landlord's obligation to pay Tenant this amount shall not bind any mortgagee of the Building or any party acquiring title through or under any such mortgagee. Provided that Tenant requests payment thereof in writing within one hundred eighty (180) days after the Turnover Date (and following such 180-day period any portion of the Landlord's Allowance not yet paid shall be forfeited), the Landlord's Allowance will be paid to Tenant after all of the following conditions have been satisfied:

- (a) The Leased Premises have been completed in all respects in accordance with this Exhibit and with the approved plans and specifications;
- (b) Tenant has furnished evidence satisfactory to Landlord that all of Tenant's Work has been paid for other than work to be paid with Landlord's Allowance, and that any and all liens therefor that have been or may be filed have been satisfied or waived of record;
- (c) Tenant has occupied the Leased Premises and opened for business therein;
- (d) Tenant has executed and delivered to Landlord a letter in form and substance satisfactory to Landlord accepting the Leased Premises;
- (e) Tenant has provided Landlord with any certificates of insurance required by this Exhibit or the Lease;
- (f) Tenant has provided Landlord with an unconditional Certificate of Occupancy for the Leased Premises;

Exhibit B

- (g) Tenant has provided Landlord with a complete set of as-built construction drawings; and
- (h) Tenant is not then in default under any of the provisions of the Lease or any modification or Exhibit thereto. If Tenant is in default or there remain outstanding sums due by Tenant to Landlord, Landlord may apply Landlord's Allowance to satisfy the outstanding sums and/or to cure Tenant's default. Tenant's failure to open for business within the time required by the Lease will not, absent any other default, give Landlord the right to offset against Landlord's Allowance.



EXHIBIT C
GUARANTY

"LEASE": Lease Agreement for 4,500 square feet in the Building having an address of 10131 Highway 151, San Antonio, Texas 78251 (as such leased premises may be modified, the "**Premises**"), as such lease may be amended or modified from time to time

"LANDLORD": EATON-LONGORIA 19 WESTOVER, LTD.

"TENANT": AMERICAN HEALTH IMAGING OF DALLAS, LLC

"GUARANTOR": US Radiology, Inc.

DATE OF LEASE AND THIS GUARANTY: FEBRUARY 2nd, 2017

1. In consideration of, and as an inducement for, Landlord's granting, executing and delivering the Lease to the Tenant, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the undersigned (collectively herein called "**Guarantor**"), having an address of 2200 Century Parkway NE, Atlanta, GA 30345, Guarantor absolutely, unconditionally and irrevocably guarantees to Landlord the performance of all of Tenant's obligations under the Lease, including without limitation, the full and prompt payment of all Minimum Rent (as such term is defined in the Lease) and all other charges and sums (including, without limitation, Landlord's reasonable attorneys' fees) payable by Tenant under the Lease (the "**Additional Rent**"). Guarantor covenants and agrees with Landlord that if a default shall at any time occur in the payment of any such Minimum Rent or any charges, sums or other amounts of Additional Rent payable by Tenant to Landlord, Guarantor shall forthwith upon demand pay such Minimum Rent, charges, sums or other Additional Rent, and any arrears thereof, to Landlord in legal currency of the United States.

2. This Guaranty of Lease (this "**Guaranty**") is a guaranty of all of Tenant's obligations accruing under the Lease and it is an absolute, unconditional and irrevocable guaranty of payment, and not merely a guaranty of collection, and at all times Guarantor's obligations hereunder shall be absolute, irrevocable and unconditional in all respects. The liability of Guarantor, as set forth above, is co-extensive with that of Tenant, and this Guaranty shall be enforceable against Guarantor without the necessity of any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant and without the necessity of any notice of nonpayment, nonperformance or nonobservance (except any notice Landlord is required to give Tenant under the Lease), or of any notice of acceptance of this Guaranty, or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor expressly waives. If more than one person or entity executes this Guaranty or another Guaranty of the Lease, all of said persons shall be jointly and severally liable for the obligations set forth herein and therein.

3. Guarantor expressly agrees that this Guaranty shall be a continuing guaranty and that the validity of this Guaranty and the obligations and liability of Guarantor hereunder shall in no way be terminated, affected, diminished or impaired by reason of (a) the assertion of or the failure by Landlord to assert against Tenant any of the rights or remedies reserved to Landlord pursuant to the terms, covenants and conditions of the Lease, or (b) any assignment, renewal or extension of the Lease or any

modification thereof, whether pursuant to the Lease or by subsequent agreement of Landlord and Tenant, or (c) any extension of time that may be granted by Landlord to Tenant, or (d) any consent, indulgence or other action, inaction or omission under or in respect of the Lease, or (e) any dealings or transactions or matter or thing occurring between Landlord and Tenant, or (f) any bankruptcy, insolvency, reorganization, receivership or trusteeship affecting Tenant or Tenant's successors or assigns whether or not notice thereof is given to Guarantor, or (g) any other matter or thing whatsoever, whether or not specifically mentioned in this paragraph, other than full payment and performance of all Tenant's obligations under the Lease.

4. No failure or delay on the part of Landlord in exercising any right, power or privilege under this Guaranty shall operate as a waiver of or otherwise affect any such right, power or privilege, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

5. Guarantor agrees that whenever at any time or from time to time Guarantor shall make any payment to Landlord on account of the liability of Guarantor hereunder, Guarantor will notify Landlord in writing that such payment is for such purpose. No such payment by Guarantor pursuant to any provision hereof shall entitle Guarantor, by subrogation or otherwise, to the rights of Landlord to any payment by Tenant or out of the property of Tenant, except after payment in full of all sums owing by Tenant under the Lease.

6. Guarantor agrees that Guarantor will, at any time and from time to time, within ten (10) business days following written request by Landlord, execute, acknowledge and deliver to Landlord a statement certifying that this Guaranty 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 such modifications). Guarantor agrees that such certificates may be relied on by anyone holding or proposing to acquire from or through Landlord any interest in the premises of which the Premises are a part or by any mortgagee or prospective mortgagee of such premises or any interest therein. If Guarantor fails to deliver a statement required by this paragraph within the time period required above, and such failure continues for more than three (3) business days after Guarantor's receipt of written notice thereof, such failure shall be conclusive upon Guarantor that this Guaranty is unmodified and in full force and effect.

7. Guarantor represents and warrants that Guarantor is not entitled to immunity from judicial proceedings and agrees that, should Landlord or any of its successors or assigns bring any suit, action or proceeding in Texas or any other jurisdiction to enforce any obligation or liability of Guarantor arising, directly or indirectly, out of or relating to this Guaranty, no immunity from such suit, action or proceeding will be claimed by or on behalf of Guarantor.

8. A. Guarantor acknowledges and agrees that all disputes arising, directly or indirectly, out of or relating to this Guaranty and all suits or actions to enforce this Guaranty may be dealt with and adjudicated in the state courts of Texas or the federal courts sitting in Texas, and Guarantor expressly and irrevocably submits to the jurisdiction of such courts in any suit, action or proceeding arising, directly or indirectly, out of or relating to this Guaranty or the Premises or in any suit, action or proceeding to enforce this Guaranty. Insofar as is permitted under applicable law, this consent to personal jurisdiction shall be self-operative and no further instrument or action, other than service of process in one of the manners specified in this Paragraph 8 or as otherwise permitted by law, shall be necessary in order to confer jurisdiction upon the person of Guarantor in any such court.

B. Guarantor irrevocably waives, to the fullest extent permitted by law, and agrees not to assert, by way of motion, as a defense or otherwise, (i) any objection Guarantor may have or

may hereafter have to the laying of the venue of any such suit, action or proceeding brought in such a court as is mentioned in the previous paragraph, (ii) any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum, or (iii) any claim that Guarantor is not personally subject to the jurisdiction of the above-named courts. Guarantor agrees that final judgment from which Guarantor has not or may not appeal or further appeal in any such suit, action or proceeding brought in such a court of competent jurisdiction shall be conclusive and binding upon Guarantor and may, insofar as is permitted under applicable law, be enforced in the courts of any state or any federal court and in any other courts to the jurisdiction of which Guarantor is subject, including the courts of by a suit upon such judgment.

C. Nothing in this Paragraph 8 shall affect or limit the right of the Landlord, or any of its successors or assigns, to bring proceedings against Guarantor in any court of competent jurisdiction.

D. The provisions of this Paragraph 8 shall survive the termination of this Guaranty for the purpose of any suit, action, or proceeding arising, directly or indirectly, out of or relating to this Guaranty or the Premises or any suit, action or proceeding to enforce this Guaranty.

9. Guarantor represents and warrants to Landlord as follows:

9.1. Guarantor is not in default in the terms and conditions of any agreement to which Guarantor is a party or by which Guarantor is bound, such as would materially and adversely affect Guarantor's ability to carry out the terms, covenants and conditions of this Guaranty.

9.2. Guarantor has the full power, authority and legal right to execute and deliver, and to perform and observe the provisions of this Guaranty including the payment of all moneys hereunder. This Guaranty constitutes the legal, valid and binding obligation of Guarantor enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally.

9.3. Guarantor is not in violation of any decree, ruling, judgment, order or injunction applicable to Guarantor, nor any law, ordinance, rule or regulation of whatever nature which taken alone or in the aggregate, would materially and adversely affect Guarantor's ability to carry out any of the terms, covenants, and conditions of this Guaranty. There are no actions, proceedings or investigations pending or threatened against or affecting Guarantor (or any basis therefor known to Guarantor) before or by any court, arbitrator, administrative agency or other governmental authority or entity, which, taken alone or in the aggregate, if adversely decided, would materially and adversely affect Guarantor's ability to carry out any of the terms, covenants and conditions of this Guaranty.

9.4. No authorization, approval, consent or permission (governmental or otherwise) of any court, agency, commission, or other authority or entities is required for the due execution, delivery, performance or observance by Guarantor of this Guaranty or for the payment of any sums hereunder. Guarantor agrees that if any such authorization, approval, consent, filing or permission shall be required in the future in order to permit or affect performance of the obligations of Guarantor under this Guaranty, Guarantor shall obtain such authorization, approval, consent, filing or permission and provide Landlord with written evidence of the same.

9.5. There has been no material adverse change in the business or condition of Guarantor, financial or otherwise since the date of those financial statements dated October 31, 2016, copies of which have been delivered to Landlord.

Exhibit C

Guarantor acknowledges and agrees that a breach of any of the foregoing representations or warranties shall be a default under this Guaranty.

10. Guarantor covenants and agrees that Guarantor will notify Landlord in writing of any material adverse change in Guarantor's financial condition.

11. It is a condition of the granting, execution and delivery of the Lease that Guarantor execute and deliver this Guaranty and Guarantor deems the granting, execution and delivery of the Lease to be in Guarantor's best interest and Guarantor expects to derive benefit therefrom.

12. Should Landlord be obligated by any bankruptcy or other law to repay to Tenant or Guarantor or to any trustee, receiver or other representative of either of them, any amounts previously paid, then this Guaranty shall be reinstated in the amount of such repayment. Landlord shall not be required to litigate or otherwise dispute its obligation to make such repayments if it in good faith and on the advice of counsel believes that such obligation exists.

13. All remedies afforded to Landlord by reason of this Guaranty are separate and cumulative remedies and it is agreed that no one of such remedies, whether exercised by Landlord or not, shall be deemed to be in exclusion of any other remedy available to Landlord and shall not limit or prejudice any other legal or equitable remedy which Landlord may have.

14. All defined terms used in this Guaranty shall have the meanings given to such terms in the Lease.

15. If any provision of this Guaranty or the application thereof to any person or circumstance shall to any extent be held void, unenforceable or invalid, then the remainder of this Guaranty or the application of such provision to persons or circumstances other than those as to which it is held void, unenforceable or invalid shall not be affected thereby and each provision of this Guaranty shall be valid and enforced to the fullest extent permitted by law.

16. As a further inducement to Landlord to make and enter into the Lease and in consideration thereof, Guarantor waives trial by jury and the right thereto in any action or proceeding of any kind or nature, arising on, under or by reason of or relating to, this Guaranty or any agreement collateral hereto.

17. This Guaranty sets forth the entire agreement between the parties and Guarantor absolutely, irrevocably and unconditionally waives any and all rights Guarantor may have to assert any claim, defense, set-off, counterclaim or cross-claim whatsoever with respect to the obligations of any other party, including Tenant. This Guaranty shall be governed in all respects by the laws of the State of Texas.

18. Guarantor shall also be obligated to pay all of Landlord's costs and expenses in connection with the enforcement of this Guaranty, including, but not limited to, Landlord's attorneys' fees.

19. Any notice required or otherwise to be given from Guarantor to Landlord or from Landlord to Guarantor must be in writing and may be given in the same manner as provided by, and will be deemed delivered as provided by, Section 11.10 of the Lease except that such notices shall be addressed to Guarantor at the address set forth in Paragraph 1 above; provided, however, either Landlord

or Guarantor may, by written notice to the other party sent in accordance with this paragraph, specify a different address or addresses for notice purposes.

20. The terms "Landlord", "Tenant" and "Guarantor" shall each be deemed to include the named party and such party's successors and assigns. Without limiting the foregoing, the term "Landlord" for purposes of this Guaranty shall include any mortgagee of the Premises upon taking title to the same and any person or entity who purchases the Premises at a foreclosure sale or by deed in lieu of foreclosure.

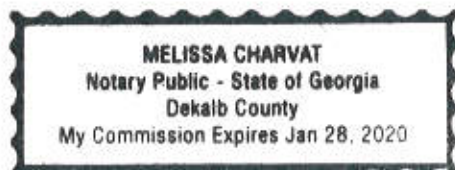
IN WITNESS WHEREOF, Guarantor has duly executed this Guaranty as of the day and year first above written.

US Radiology, Inc.

By: 
Name: Scott Arant
Title: Pres. officer

STATE OF TEXAS ^⑤ Georgia §
COUNTY OF DeKalb §
§

This instrument was acknowledged before me this 20 day of Jan, 2017, by _____, on his/her own behalf.




Notary Public for the State of Texas Georgia ⑤

Exhibit C