

## CONSENT TO AND ASSIGNMENT AND ASSUMPTION OF LEASE

THIS CONSENT TO AND ASSIGNMENT AND ASSUMPTION OF LEASE (the "Assignment") is made and entered into as of the 15<sup>th</sup> day of September, 2015 (the "Effective Date"), by and among ACD-SA, Ltd., a Texas registered limited liability partnership ("Assignor"), BTDI JV, LLP, a Texas registered limited liability partnership ("Assignee") and EUJODO, Ltd., a Texas limited partnership, he successor to John L. Douglas as landlord ("Landlord").

### WITNESSETH:

WHEREAS, Landlord and Assignor previously entered into that certain Lease Agreement described on Exhibit A (as amended, the "Lease"), pursuant to which Assignor leased certain real property from Landlord described in the Lease (the "Leased Premises");

WHEREAS, this Assignment is made in furtherance of that certain Asset Purchase Agreement (the "Purchase Agreement") to be entered into by and among Assignor, Assignee and other parties, wherein Assignor will agree to sell to Assignee, and Assignee will agree to purchase from Assignor, certain of Assignor's assets including, without limitation, all of Assignor's right, title and interest in and to the Lease;

WHEREAS, Assignor and Assignee desire that Assignee shall expressly assume all of the obligations of Assignor under the Lease first arising and relating to periods from and after the consummation of the transactions contemplated by the Purchase Agreement (the "Closing Date"); and

WHEREAS, Landlord is willing to consent to the assignment of the Lease by Assignor to Assignee, subject to and upon the terms and conditions set forth herein.

NOW, THEREFORE, for the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, Assignee and Landlord hereby agree as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined in this Assignment have the meaning assigned in the Lease.
2. Transfer and Assignment. Effective as of the Closing Date, Assignor hereby sells, transfers, assigns, delivers and conveys to Assignee, its successors and assigns, all right, title and interest of Assignor in, to and under the Lease, subject to all the terms, conditions, reservations and limitations set forth in said Lease, and all right, title and interest of Assignor in and to the security deposit under the Lease in the amount of \$5,055.50.
3. Assumption of Obligations. Assignee hereby assumes and agrees to be bound by all of the terms, covenants, conditions, provisions and agreements of the Lease, and further agrees to observe and perform all of the obligations and duties of Assignor under the Lease to the extent, but only to the extent, such obligations and duties first arise and relate to periods after the date of this Assignment.
4. Consent to Assignment. Subject to and upon the terms and conditions set forth in this Assignment, Landlord hereby consents to the assignment of the Lease by the Assignor to the Assignee and agrees to substitute and accept Assignee as the tenant under the Lease effective on and after the Closing Date.

5. Amendment. In connection with the Assignment, Landlord and Assignee agree to enter into the Eighth Amendment to the Lease in substantially the form attached hereto as Exhibit B on the date hereof.

6. Representations and Warranties of Landlord. Landlord hereby represents and warrants to Assignee and Assignor as follows:

- (a) the Lease is in full force and effect and has not been modified, amended or changed in any manner, and the Lease constitutes the entire agreement between Landlord and Assignor with no oral modifications thereof;
- (b) the present tenant under the Lease is the Assignor;
- (c) the Assignor under the Lease is not in default under any of the terms, covenants, or conditions of the Lease on the part of such Assignor to be observed or performed, and Landlord is aware of no action or failure to act that with the passage of time would cause the Assignor to be in default under any of the terms, covenants, or conditions of the Lease to be observed or performed on the part of Assignor;
- (d) the Landlord has not commenced any action or given or received any notice for the purpose of terminating the Lease; and
- (e) all rents, additional rents and other sums due and payable under the Lease have been paid through September 30, 2015.

7. No Modification/Waiver. Except as expressly modified by this Assignment, the terms and provisions of the Lease are ratified and confirmed and shall continue in full force and effect. Nothing contained in this Assignment shall either:

- (a) be construed to (i) modify, waive or affect any of the provisions, covenants or conditions in the Lease, any of Assignee's obligations under the Lease, or any rights or remedies of Landlord under the Lease or otherwise or (ii) to enlarge or increase Landlord's obligations or the Assignee's rights under the Lease or otherwise; or
- (b) be construed to waive any present or future breach or default on the part of Assignee under the Lease.

8. Release of Assignor. Assignor and Assignee understand, acknowledge and agree that the consent to the assignment of the lease given by Landlord under Section 4 above constitutes a release of Assignor from its obligations under the Lease arising on or after the Closing Date, and Landlord hereby releases and discharges the Assignor from all liabilities and obligations of the tenant under the Lease arising from and after the date of this Assignment.

9. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, and certified with return receipt requested; (b) delivering the same by recognized overnight delivery service; (c) delivering the same in person to such party; or (d) by e-mail or facsimile copy transmission with confirmation of receipt. Notice given in accordance with (a) above will be effective when mailed. Notice given in accordance with (b), (c), or (d) above will be effective upon

receipt at the address of the addressee. For purposes of notice, the addresses of the parties will be as follows:

If to Landlord, to:	To the address for Landlord set forth in the Lease
If to Assignor, to:	James R. Valentine P.O. Box 300039 Austin, Texas 78703 Phone: (512) 826-0010 Email: bobvalentine@riverranchradiology.com
If to Assignee, to:	BTDI JV, LLP c/o Touchstone Medical Imaging, LLC 5214 Maryland Way, Suite 200 Brentwood, Tennessee 37027 Attn: Christian C. Rice, Jr., Chief Manager Phone: (615) 620-5548

Any party hereto may change its address for notice by giving written notice thereof to the other parties no less than ten (10) days prior to the Assignment Date of the change.

10. Governing Law/Entire Agreement. This Assignment shall be construed in accordance with the laws of the State of Texas without regard to conflicts of law principles. This Assignment contains the entire agreement of the parties hereto with respect to the subject matter hereof, and may not be changed or terminated orally or by course of conduct.

11. Binding Effect. This instrument shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNOR:

ASSIGNEE:

ACD-SA, Ltd.

BTDI JV, LLP

By:  By: \_\_\_\_\_

Name:

James R. Valentine

Name:

Title: CEO

Title:

LANDLORD:

EUJODO, Ltd.

By: 

Name:

GENE DOUGLAS

Title:

President

Signature Page to Lease Assignment

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNOR:

ASSIGNEE:

ACD-SA, Ltd.

BTDI JV, LLP

By: \_\_\_\_\_

By: 

Name: \_\_\_\_\_

Name: Clete Masson

Title: \_\_\_\_\_

Title: President

LANDLORD:

EUJODO, Ltd.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Exhibit A

### Lease

1. Lease Agreement, dated October 9, 1997, by and between John L. Douglas and ACD-SA, Ltd.
2. First Amendment to Lease Agreement, dated May 12, 1998, by and between John L. Douglas and ACD-SA, Ltd.
3. Second Amendment to Lease Agreement, dated September 28, 1999, by and between John L. Douglas and ACD-SA, Ltd.
4. Third Amendment to Lease Agreement, dated September 10, 2001, by and between EUJODO, LTD., successor-in-interest to John L. Douglas, and ACD-SA, Ltd.
5. Fourth Amendment to Lease Agreement, dated May 1, 2002, by and between EUJODO, LTD., successor-in-interest to John L. Douglas, and ACD-SA, Ltd.
6. Fifth Amendment to Lease Agreement, dated April 22, 2002, by and between EUJODO, LTD., successor-in-interest to John L. Douglas, and ACD-SA, Ltd.
7. Sixth Amendment to Lease Agreement, dated August 13, 2003, by and between EUJODO, LTD., successor-in-interest to John L. Douglas, and ACD-SA, Ltd.
8. Seventh Amendment to Lease Agreement, dated November 25, 2012, by and between EUJODO, LTD., successor-in-interest to John L. Douglas, and ACD-SA, Ltd.

**Exhibit B**

**Eighth Amendment to Lease**

[See attached]