

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 9th day of October, 2017 (the "Effective Date"), by and between Landlord and Tenant (as hereinafter identified):

**LANDLORD:** 8510-8514 McAlpine, LLC, a North Carolina limited liability company

<b>Landlord's Address</b>	c/o Levine Properties, Inc.	<b>Landlord's Address</b>	P.O. Box 2439
<b>For Notices:</b>	8514 McAlpine Park Drive	<b>For Mail:</b>	Matthews, NC
	Suite 190		28106
	Charlotte, NC 28211		

**Landlord's Phone:** (704) 366-1981 **Landlord's Fax:** (704) 366-1878

**TENANT:** Charlotte Radiology, P.A.

<b>Tenant's Address</b>	700 East Morehead Street, Suite 300
<b>For Notices and</b>	Charlotte, NC 28202
<b>Mail:</b>	Attention: Mark Farmer
<b>Email :</b>	mark.farmer@charlotteradiology.com

**Tenant's Phone:** (704) 334-7820 **Tenant's Fax:** (704) 334-7818

WITNESSETH:

THAT for and in consideration of the mutual agreements of Landlord and Tenant including the rental to be paid by Tenant to Landlord, Landlord hereby leases to Tenant and Tenant hereby leases and rents from Landlord the following demised premises on the terms and conditions hereinafter set forth, to wit:

ARTICLE I: BASIC LEASE TERMS

**Section 1.** Demised Premises and Term.

**PREMISES:** Approximately 8,681 rentable square feet designated as Suite 100 in Building 8514 of McAlpine Business Centre (the "Development"), more particularly depicted on the site plan attached as Exhibit A.

**LEASE TERM:** Sixty-two (62) Months

**Commencement Date:** The term of this Lease (the "Lease Term") shall commence on the Delivery Date (as defined below in Article II, Section 5).

**Rent Commencement Date:** Two (2) months after the Commencement Date.

**Termination Date:** Sixty-two months after the Commencement Date.

**Section 2.** Exhibits (incorporated by reference).

Exhibit A	Site Plan
Exhibit A-1	Lot Description
Exhibit A-2	Existing Floor Plans
Exhibit B	Description of Landlord's Work
Exhibit B-1	Description of Landlords Work w/Tenant notes
Exhibit C	Rules and Regulations

**Section 3.**

☒ Rental Rider  
☒ Landlord's Services and Tenant's Maintenance Obligations Rider

 Landlord initial  
 Tenant initial

## **ARTICLE II: PREMISES**

**Section 1. Description.** The Premises this day leased and demised are located in Landlord's Development and within the building improvement identified in Article I (said building improvement, the real property immediately adjacent thereto, any landscaping, sidewalks, and improvements used in connection therewith being hereinafter called the "Building"). The Building is located upon or encompassed within the lot or tract of real property (the "Lot") owned by Landlord and described on Exhibit A-1.

**Section 2. Common Areas.** Tenant shall have, in common with others, and subject to the exclusive control and management thereof at all times by Landlord, the right and privilege to use the areas in the Building and on the Lot from time to time designated by Landlord for the general use in common with other occupants of the Building and Lot including, to the extent the same are provided (a) all sidewalks, driveways, parking areas, roadways, loading platforms, restrooms, ramps, maintenance and mechanical areas and landscaped areas; and (b) the Building service fixtures and equipment servicing the Premises (collectively, the "Common Areas").

**Section 3. Quiet Enjoyment.** Landlord agrees that Tenant, upon paying the stipulated rental and keeping and performing all of the agreements and covenants herein contained to be performed by Tenant, including complying with all restrictions recorded or unrecorded, now or hereafter affecting the Building, Lot or Development, shall hold and enjoy the Premises for the Lease Term, subject to the terms of this Lease and any mortgage to which this Lease is or may be subordinated.

**Section 4. Warranty.** Landlord represents and warrants to Tenant that the Premises, Building and Common Areas (i) were constructed in a good and workmanlike manner, using good materials and in compliance with all applicable laws, ordinances and building codes, (ii) their current condition is comparable to other Class A office space in the Charlotte, North Carolina area, and (iii) are currently in compliance with all applicable laws, ordinances and building codes. Landlord further represents and warrants that the Premises is served by, and Tenant shall have access to, a minimum of six (6) parking spaces per 1,000 square feet of rentable space in the Premises for use by Tenant and its employees, customers and invitees. Landlord reserves the right to designate the location of any usage in excess of 4.5/1000.



**Section 5. Acceptance of Premises.** Prior to the Commencement Date, Landlord will improve the Premises in a good and workmanlike manner as depicted on Exhibit B attached hereto and incorporated herein by reference ("Landlord's Work"). The date upon which Landlord has substantially completed Landlord's Work and delivers the Premises to Tenant shall be the "Delivery Date." The taking of possession of any portion of the Premises by Tenant shall be deemed conclusive as to Tenant's acceptance of the work to be performed by Landlord, subject only to Landlord's completion of agreed upon "punch list" items which are identified by Tenant and Landlord in writing prior to Tenant's taking possession of the Premises and latent defects not discovered prior to occupancy. If any party other than Landlord constructs any improvements to the Premises, Tenant agrees to furnish Landlord with a complete set of as-built plans and specifications within thirty (30) days of the completion of same. The square footage of the Premises denoted in Article I shall be conclusive for the determination of all rental computations for the Premises. Notwithstanding any provision in this Lease nor any subsequent evidence or measurement of the Premises to the contrary, Tenant and Landlord hereby stipulate the square footage of the Premises to be as set forth in Article I. Landlord expressly disclaims any representations or warranties with respect to the Premises and/or the Building and no rights, easements or licenses are granted to Tenant by implication or otherwise except as herein expressly stated.

## **ARTICLE III: LEASE TERM**

**Section 1. Term.** The term of this Lease shall commence on the Commencement Date set forth in Article I and shall terminate at 6:00 p.m. on the Termination Date as set forth in Article I, unless modified by the terms of a Commencement Letter executed by the parties as provided below; provided, however, Landlord and Tenant acknowledge that this Lease, and the rights and obligations set forth herein, are effective and binding as of the Effective Date. If the actual Commencement Date is other than the first day of a calendar month, the end of the Term shall be extended to the last day of the calendar month at the end of the Term.

**Section 2. Commencement Date.** Landlord shall notify Tenant of the date on which the Premises will be substantially complete and ready for occupancy by Tenant. If, however, the Premises are not ready for Tenant's occupancy by said date due to any reason beyond Landlord's reasonable control, the Commencement Date shall be deferred until the day following the actual date of substantial completion. Landlord and Tenant agree that in such event upon the request of either of them they shall execute a Commencement Letter confirming the actual Commencement and Termination Dates.

**Section 3. Holdover.** Tenant shall, at the termination of this Lease, yield up immediate possession of the Premises to Landlord as hereinabove provided. If Tenant retains possession of any portion of the Premises after termination, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes either creation of a month to month tenancy upon the terms and conditions of this Lease or the creation of a tenancy at sufferance also upon the terms and conditions set forth in this Lease, except that the Monthly Base Rent (or prorated daily rent) shall be 125% of the Base Rent (or prorated daily rent) in effect for the last month of the Expired Term. If no such notice is served, then a

 Landlord initial  
 Tenant initial

tenancy at sufferance shall be deemed to be created at the rent stated in the preceding sentence. In all cases, tenancy by sufferance shall be on a month-to-month term. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided, nor shall receipt of any rent or other apparent affirmation of tenancy operate as a waiver of Landlord's right to terminate this Lease and pursue its default remedies for any breach of any of the terms of the Lease including the holding over of Tenant.

**Section 4. Easement for Entry.** At any time prior to the Commencement Date, Tenant shall have the right, at its own risk and peril, to enter upon the Premises for the purposes of installing computer cables, telephone lines, workstations and other equipment and for any other purpose expressly permitted by Landlord, which permission shall not be unreasonably withheld, conditioned or delayed; provided, however, that no such entry shall in any way interfere with Landlord's work and Tenant shall indemnify and hold Landlord harmless from any loss or liability resulting from any entry by Tenant.

#### **ARTICLE IV: RENT**

**Section 1. Initial Annual Rent.** As rental for the Premises, Tenant covenants and agrees to pay to Landlord the Initial Annual Rent set forth on the Rental Rider attached hereto and incorporated herein by this reference. Monthly installments of Initial Annual Rent shall be due and payable in advance, without setoff or deduction, on or before the first day of each calendar month at Landlord's Notice or Mail Address set forth in Article I. Upon execution of this Lease Tenant shall pay, in advance, the first full month's Initial Annual Rent as set forth on the Rental Rider and, if the Commencement Date shall be a date other than the first day of a calendar month, rental for the remainder of the month.

**Section 2. Adjustments and Additional Rent.** Rent shall be adjusted in accordance with the terms of the Rental Rider and Additional Rent, if any, shall be due and payable at the time and in the amounts set forth thereon.

**Section 3. Late Charge.** In the event Tenant fails to pay any installment of Base Rent, Additional Rent, or other sum due hereunder within five (5) days of the date when due, Tenant shall pay to Landlord on demand a late charge in an amount equal to five percent (5%) of such installment or payment to help defray the additional cost to Landlord for processing such late payment. The amount of late charge for any month shall be computed on the aggregate amount of delinquent rents and other payments, including all accrued late charges. The provision for such late charge shall in no way relieve Tenant of the obligation to pay rent or other payments on or before the date upon which they are due and shall not be construed as limiting Landlord's remedies in any manner.

**Section 4. Security Deposit.** Unless otherwise indicated in Article I Tenant, simultaneously with the execution of this Lease and in addition to prepaid rent, shall deposit with Landlord a sum equal to one (1) month's Annual Rent subject to the last years Lease term, to be held by Landlord as security for the performance of Tenant's obligations hereunder. Landlord may use all such funds from time to time to the extent necessary to satisfy any deficiency in rent or other payments due to Landlord or to cure any default by Tenant (but Landlord shall not be obligated to accept any such cure on Tenant's behalf), and Tenant shall immediately replenish the deposit to its original amount. The balance of the deposit, if any, shall be returned to Tenant at the expiration of the Term and following application as hereinabove provided. Landlord shall not be obligated to place at interest or segregate such deposit during the Lease Term.

#### **ARTICLE V: SERVICES**

Landlord shall provide those services, utilities, fixtures, equipment, repairs and maintenance specifically set forth on Landlord's Services and Tenant's Obligations Rider attached hereto. Repairs required of Landlord shall be made within thirty (30) days after Landlord's receipt of written notice of the need therefore; provided, however, in the event that such repairs require immediate attention, Landlord shall make such repairs as promptly as practicable under the circumstances. Landlord shall not be required to make any repairs necessitated by any negligent act or omission of Tenant or any subtenant, or their respective employees, agents, invitees or visitors. Except as otherwise provided in this Lease, Landlord shall have no liability or responsibility to Tenant for loss or damage should the furnishing of any of the utilities and services herein provided be prohibited or stopped for repairs, alterations, or improvements or by reasons or causes beyond Landlord's control, including, but without limitation, accidents, strikes, lockouts or orders of any local or federal government. Landlord will use their best efforts to repair or replace any damage in a timely manner.

#### **ARTICLE VI: USE AND OCCUPANCY**

**Section 1. Use.** Subject to and in accordance with all rules, statutes, ordinances and regulations of all governmental authorities and Landlord's insurance carrier, Tenant shall use and occupy the Premises for office use only. Tenant shall not operate or occupy the Premises in violation of any restrictive covenant or use prohibition of which Tenant has actual, constructive or record notice. Upon termination of this Lease, Tenant will vacate and surrender possession of the Premises (and all fixtures and systems appertaining thereto) to the Landlord in substantially the same condition as the Premises were upon the Commencement Date, ordinary wear and tear, loss by fire or other casualty, excepted.

 Landlord initial  
 Tenant initial

**Section 2. Alterations.** Tenant agrees that it will make no structural alterations, additions, or improvements to the Premises without the prior written consent of Landlord. Tenant may, however, install any trade fixtures, equipment and appliances which Tenant deems reasonably necessary for Tenant's use of the Premises. Landlord-approved alterations, additions, signage or improvements shall be made by Tenant in accordance with all applicable laws, ordinances and regulations, and all requirements of Landlord's and Tenant's insurance policies, and in accordance with Landlord-approved plans and specifications. Upon termination of this Lease, all alterations, additions, or improvements made in or upon the Premises by Tenant (except for (i) Tenant's moveable furniture, movable equipment and trade fixtures and (ii) alterations and improvements which Landlord has by written notice to Tenant specifically designated as items which must be removed by Tenant at its cost prior to the expiration of the Term which shall at all times remain Tenant's property) shall remain upon and be surrendered with the Premises and shall become the property of Landlord without compensation to Tenant unless otherwise indicated herein.

**Section 3. Rules and Regulations.** Tenant has read the rules and regulations attached hereto as Exhibit C and agrees to abide by and conform to the same and to such other reasonable rules and regulations as Landlord may from time to time adopt for the care, protection and benefit of the Building, Lot and its tenants.

**Section 4. Permitted Access.** Tenant shall have access to the Building and the Premises twenty-four (24) hours per day each day of the year. Tenant agrees that Landlord may, at its own risk, enter the Premises at any reasonable time (a) to examine the Premises, (b) to make alterations and repairs to the Premises or to the Building, and (c) after an attempt to notify Tenant, to exhibit the Premises to prospective purchasers or tenants. Landlord shall retain a pass key to the Premises and Tenant shall not rekey any lock without providing a copy to Landlord. Additional keys to the Premises may be obtained from Landlord at cost plus. No such entry by Landlord shall render Landlord liable to any claim or cause of action for loss of or damage to property of the Tenant, by reason thereof, nor in any manner affect Tenant's obligations and covenants hereunder unless the same shall be due to the gross negligence of Landlord or its agents. Landlord shall indemnify and hold Tenant harmless from any loss or liability resulting from such entry.



**Section 5. Hazardous Substances.** Tenant covenants and agrees that it shall not cause or permit to be brought upon, kept or used in or about the Premises or Building, any hazardous or toxic substance, material or waste that is or becomes regulated under any applicable local, state or federal law (excluding permitted amounts of normal and ordinary office and cleaning supplies used in Tenant's operations) (collectively "Hazardous Material"). If the presence of Hazardous Material in the Premises or Building caused or permitted by Tenant results in contamination thereof, contamination shall constitute an event of default under this Lease, which, notwithstanding any provision for curative action, shall not be subject to curative action unless after the cure the breach or contamination will have no residual adverse effect on the Premises or Building, and, in addition, Tenant shall indemnify, defend and hold harmless Landlord from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities and loss (including, without limitation, diminution in value of the Premises or Building, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises or Building, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, reasonable attorneys' fees, consultant fees and expert fees) which arise during or after the Lease term as a result of such contamination. The provisions of this paragraph shall survive the expiration or earlier termination of the Lease with respect to claims or liability occurring prior to such expiration or termination.

**Section 6. Mechanics Liens.** Tenant shall have no authority to subject Landlord's fee interest to a mechanic's lien or to contract on behalf of Landlord for any improvements to Landlord's fee interest. Tenant shall keep the Premises free from any liens arising out of any work performed, material furnished, or obligations incurred by Tenant. ("Premises" for this purpose including both Landlord's fee interest and Tenant's leasehold interest.) Any such lien not released by record of payment or posting of bond within thirty (30) days of filing may be remedied by Landlord, at its option, by such means as it shall deem proper. Such means may include, at Landlord's option, bringing or defending any action to which the mechanic's lien claimant is a party or potential party, or any action related to the mechanics lien or underlying contract or dispute, and for this purpose Tenant hereby appoints Landlord its attorney-in-fact, which appointment shall be irrevocable and coupled with an interest, Landlord shall have no obligation to undertake any remedy, but to the extent Landlord does undertake any remedy it shall have no liability to Tenant for loss, liability or damages to Tenant for actions undertaken by Landlord in good faith. All sums paid and expenses incurred by Landlord in connection with this remedy, including but not limited to reasonable attorneys' fees and court costs, shall be considered Additional Rent and shall be payable by Tenant on demand with interest at fifteen percent (15%) per annum from the date incurred until the date paid.

## **ARTICLE VII: INSURANCE**

### **Section 1. Insurance.**

**Tenant's Insurance.** Tenant shall procure and maintain at its own cost and expense throughout the term of this Lease a policy or policies of commercial general liability insurance, including personal injury and property damage with contractual liability endorsement, issued by a nationally recognized insurance company with such limits as may be reasonably requested by Landlord from time to time, but with initial minimum limits of not less than \$1,000,000.00 for injuries or deaths of persons occurring in or about the

 Landlord initial  
 Tenant initial

Premises and \$1,000,000.00 for property damage. Such policies shall show Landlord as an additional insured and shall show that it may not be cancelled for any reason until Landlord is given fifteen (15) days minimum notice in writing. Tenant acknowledges that it shall not be permitted to take occupancy until it has furnished to Landlord certificates evidencing such coverage.

Notwithstanding the foregoing and, as an alternative, Tenant shall have the right, to satisfy its insurance requirements under this section by self insuring, provided that, (i) such self insurance shall not be of less financial grade than otherwise would be provided by a nationally recognized insurance company, and (ii) for the purposes of this Lease, such self insurance plan shall be treated as if Tenant had maintained the required insurance (i.e., the waiver of subrogation shall apply to such self insurance), it being the intent of the parties that if Tenant elects to self insure, then Tenant shall be responsible for all risks and liabilities which would have been covered by the insurance required to be maintained hereunder, including, but not limited to the general liability insurance coverage.

**Landlord's Insurance.** Landlord shall maintain all risk property insurance covering the full replacement cost of the Building and all building systems with standard coverage extended endorsement insuring the Premises, provided, however, Landlord shall not be obligated in any way or manner to insure any personal property (including, but not limited to, any furniture, equipment or supplies) of Tenant upon or within the Premises, any fixtures installed or paid for by Tenant upon or within the Premises, or any improvements which Tenant may construct on the Premises. Landlord shall also maintain during the Lease Term commercial liability insurance, including contractual liability, in policy amounts equal to \$2,000,000.00 per occurrence and \$5,000,000.00 general aggregate, with Tenant named as an additional insured. Landlord shall furnish to Tenant certificates evidencing such coverage. Landlord may maintain other insurance coverage it deems reasonably necessary including, but not limited to, commercial liability insurance and rent loss insurance in commercially reasonable amounts. Tenant shall not use or permit the use of the Premises in any manner that would increase the existing rate of insurance on the Premises, or cause a cancellation of any insurance policy.

**Section 2. Waiver of Subrogation.** Landlord and Tenant hereby each agree to use all reasonable commercial efforts to have any insurer providing insurance to either of them issue a waiver of any right of subrogation which such insurer of one party may acquire against the other by virtue of its payment of any loss pursuant to such insurance coverage.

**Section 3. Mutual Indemnity.** Except to the extent of the negligence or willful misconduct of Landlord, its agents, employees or contractors, Tenant shall indemnify, defend and hold harmless Landlord, its agents, servants and employees, from and against any and all claims and demands whether for injury to person, loss of life or damage to property, related to or arising in any manner from Tenant's use and occupancy of the Premises or occasioned wholly or in part by any act or omission of Tenant or Tenant's agents, contractors, employees, sublessees, customers and invitees. Except to the extent of the negligence or willful misconduct of Tenant, its agents, employees or contractors, Landlord shall indemnify, defend and hold harmless Tenant, its agents, servants and employees, from and against any and all claims and demands whether for injury to person, loss of life or damage to property, occasioned wholly or in part by any act of gross negligence Landlord or Landlord's agents, contractors or employees.

**Section 4. Tenant's Personal Property.** Except with respect to the gross negligence or willful misconduct of Landlord, its agents and employees, (a) Landlord shall not be liable for any damage to or loss of Tenant's or other's personal property located in the Premises by theft or otherwise; and (b) Landlord shall not be liable for any injury or damage caused by other tenants or any persons in the Premises or elsewhere on the Lot or in the Development; and (c) Landlord shall not be liable for any injury or damage to persons or property or to the interior of the Premises resulting from fire, explosion, gas, water, rain, snow, or the leaking of the roof or the bursting, leaking or overflowing of water, sewer or other pipes or from any other cause whatsoever.

## **ARTICLE VIII: DAMAGE OR DESTRUCTION AND EMINENT DOMAIN**

**Section 1. Damage or Destruction.** If all or any part of the Premises is damaged or destroyed by fire, storm, war, riot, Act of God, unavoidable accident, public enemy or other casualty, this Lease shall continue in full force and effect, unless terminated as provided below, and Landlord shall, within a commercially reasonable period after such destruction, repair and restore the Premises to the condition in which they were prior to such damage or destruction; provided, however Landlord shall not be obligated to commence such repair until insurance proceeds are received by Landlord and Landlord's obligation for such repair shall be limited to the proceeds actually received. Should such damage or destruction render the Premises untenantable, in whole or in part, then during the time required for repairing and restoring said Premises as aforesaid, Tenant's rental shall be proportionately reduced in the same ratio as the portion of the Premises rendered untenantable bears to the total square footage of the Premises. Should Landlord be unable to repair or restore the Premises within one hundred eighty (180) days of the occurrence, Tenant may terminate the Lease by providing written notice within ten (10) days of notification from the Landlord that it cannot restore or repair the Premises within one hundred eighty (180) days.

Notwithstanding anything contained herein to the contrary, Landlord at its option may terminate this Lease on thirty (30) days notice to Tenant if: (a) the Premises or the Building are damaged or destroyed as a result of an occurrence which is not covered by Landlord's insurance; (b) the Premises or the Building are damaged or destroyed during the last six (6) months of the Lease Term; or (c) the

 Landlord initial  
 Tenant initial

Building (and/or its Common Areas) are damaged (whether or not the Premises are damaged) to such an extent that, in the sole judgment of Landlord, the Building cannot be operated after repair as an economically viable unit.

**Section 2. Eminent Domain.** In the event the entire Premises are taken by power of eminent domain, this Lease shall terminate automatically as of the date possession is required to be delivered. If less than all but more than thirty percent (30%) of the floor area of the Premises should be taken, this Lease shall, at the option of either party, terminate effective on the date of the taking by written notice given to the other party within thirty (30) days after the date of the taking. If the Lease is not terminated as above provided, the provisions of this Lease shall remain in full force and effect except that the rent payable by Tenant after the taking shall be reduced in proportion to the area of the Premises taken. All condemnation awards and proceeds of sales in lieu of condemnation shall belong solely to Landlord, but Tenant may make any separate claim for business interruption or relocation expenses to which it may be entitled.

#### **ARTICLE IX: ASSIGNMENT AND SUBLETTING**

Tenant shall not assign, transfer, mortgage or pledge this Lease nor sublet all or any portion of the Premises, without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. Any attempted assignment, transfer, mortgage, pledge, sublease, or other encumbrance shall not affect the continuing primary liability of Tenant and no consent to any of the foregoing in a specific instance shall be deemed a waiver of any subsequent instance.

#### **ARTICLE X: DEFAULT**

**Section 1. Default.** Any one or more of the following events shall be deemed to be events of default by Tenant under this Lease: (a) Tenant shall fail to pay any installment of Base or Additional Rent or any other payment or reimbursement within five (5) days' after receipt of written notice of default; (b) Tenant shall become insolvent, or shall make an assignment for the benefit of creditors, or shall file or have filed against it a petition under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, and the same are not dismissed within sixty (60) days after the institution of such proceedings; (c) Tenant shall fail to comply with any term, or provision of this Lease (other than the foregoing in this paragraph for which a cure period is designated), and shall not cure such failure within thirty (30) days after written notice, or if such event is not capable of being cured within thirty (30) days Tenant shall fail to commence and thereafter diligently pursue said cure to completion; or (d) Tenant shall fail to vacate the Premises immediately upon termination of this Lease, or upon termination of Tenant's right to possession only.

**Section 2. Remedies.** Upon the occurrence of any event of default described in Section 1, above, or elsewhere in this Lease, Landlord shall have the right to terminate this Lease, or to terminate Tenant's right to possession of the Premises only, without terminating this Lease, and to simultaneously or thereafter pursue any and all remedies available to Landlord at law or in equity for the recovery from Tenant for all damages, including reasonable attorneys' fees, suffered by Landlord by reason of Tenant's default including the repayment of unamortized costs incurred by Landlord in connection of Tenant upfit and unamortized leasing commissions paid by Landlord., and, in connection therewith, at Landlord's option, to reenter the Premises, and remove and dispose Tenant and its property, and to exclude Tenant and its property from the Premises. Landlord shall use commercially reasonable efforts to mitigate its damages.

**Section 3. No Waiver.** Landlord's acceptance of the payment of rental or other payments hereunder after the occurrence of an event of default shall not be construed as a waiver of such default unless Landlord so notifies Tenant in writing. If, on account of any breach or default by Tenant in its obligations under the terms and conditions of this Lease it shall become necessary or appropriate for Landlord to employ or consult with an attorney concerning or to enforce or defend any of Landlord's rights or remedies hereunder, Tenant agrees to pay any and all attorney's fees and expenses so incurred.

#### **ARTICLE XI: GENERAL PROVISIONS**

**Section 1. Subordination.** This Lease shall be automatically subordinate to the lien of any mortgage encumbering Landlord's interest in the property of which the Premises are a part, provided that the mortgage lender, or its successors, shall, provided Tenant is not in default, respect Tenant's right to occupy the Premises pursuant to the terms hereof. Notwithstanding the foregoing, within fifteen (15) days of written request of Landlord, Tenant agrees to execute an agreement evidencing Tenant's subordination of its leasehold interest as hereinabove provided so long as such subordination agreement recognizes Tenant's right to occupy the Premises pursuant to the terms hereof and provided such subordination agreement is otherwise reasonably acceptable to Tenant.

**Section 2. Estoppels.** Tenant agrees from time to time, within fifteen (15) days after request of Landlord, to deliver to Landlord an estoppel certificate stating that this Lease is in full force and effect, the date to

 Landlord initial  
 Tenant initial

which rent has been paid, the unexpired term of this Lease, and other such matters pertaining to this Lease as may be reasonably requested by Landlord. It is understood and agreed that the obligation to furnish an estoppel certificate in a timely fashion is a material inducement for Landlord's and Tenant's execution of this Lease.

**Section 3. Choice of Law and Construction.** Time is of the essence with respect to this Lease and all of its provisions which shall be, in all respects, governed by the laws of the State of North Carolina. This Lease, together with its exhibits, contains all of the agreements between the parties hereto and supersedes any previous negotiations. There have been no representations made by Landlord or understandings made between the parties other than those set forth in this Lease and its exhibits. Any waiver by the Landlord of its rights under this Lease on any one occasion shall not be construed to be a waiver of such right on any other occasion. If any of this Lease, or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**Section 4. Bind and Inure.** The obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Landlord named herein and each successive owner of the Building shall be liable only for the obligations accruing during the period of its ownership.

**Section 5. Notices.** All notices required or permitted under this Lease shall be in writing, signed by the party giving such notice and transmitted by certified mail, postage prepaid, and shall be deemed given when deposited in the United States Mails addressed to Tenant or Landlord at their respective addresses for notice set forth in Article I hereof. Landlord, at its option, may also give notices by posting same on the primary entrance to the Premises, and any notice so posted shall be deemed given upon such posting.

**Section 6.** This lease shall not be a binding obligation on either party hereto until fully executed by both parties, and receipt by Landlord of all required prepaid rent and/or security deposit.

**Section 7. HIPAA.** Landlord acknowledges and understands that it may have incidental contact and access to protected health information ("PHI") of Tenant's patients during the term of this Lease as such term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Landlord agrees that it will not use or disclose PHI in any manner. Landlord and Tenant agree to enter into an amendment to this Lease as necessary to comply with applicable federal and state laws and regulations governing the use and/or disclosure of PHI. Landlord and Tenant further agree to enter into a Business Associate Agreement, if such is deemed necessary to comply with subsequent amendments and regulations to HIPAA.

**Section 8. Modification to Comply with Health Law.** It is the desire of Landlord and Tenant that this Lease comply in all respects with applicable federal and state laws and regulations relating to health, particularly those relating to Medicare and Medicaid reimbursement. Therefore, Landlord and Tenant agree to negotiate in good faith to modify this Lease in any manner necessary to ensure such compliance with applicable laws, rules and regulations, including those relating to Medicare and Medicaid reimbursement and to eliminate the imposition of intermediate sanctions under Section 4958 of the Internal Revenue Code. The terms of this Section will survive the termination or expiration of this Lease.

**Section 9. Confidentiality.** Except as provided herein, the terms and provisions of this Lease are confidential and shall not be disclosed to any parties other than those having a need to know such as the accountants and attorneys for the respective parties.

**Section 10. Environmental.** Landlord represents and warrants to Tenant that as of the Commencement Date, to the best of its knowledge: (i) no hazardous material is present in, on, under or about the Building; (ii) without limiting the foregoing, the real property on which the Building is situated (the "Land") does not contain any underground storage tanks; (iii) the Land is in full compliance with all environmental laws; and (iv) the Land has never been the subject of an environmental audit or assessment, or remedial action for an environmental problem. Landlord shall, at its sole cost and expense, cure within thirty (30) days after written notice from Tenant any breach of such representations or any breach by Landlord of this paragraph by taking all necessary response and corrective actions in accordance with all applicable environmental laws.

**Section 11. Memorandum of Lease.** This Lease shall not be recorded; however, upon request of either Landlord or Tenant, the parties agree to execute a Memorandum of this Lease setting forth the essential terms hereof suitable for recording. The cost and expense of preparing and recording any such memorandum shall be borne by the party requesting the same.

**Section 12. Real Estate Brokers.** Tenant represents that Tenant has not dealt with any real estate broker in connection with this Lease, except for Lincoln Harris. Landlord represents that Landlord has not dealt with any real estate broker in connection with this Lease, except for CBRE. Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all liabilities and claims for commissions and fees arising out of a breach of the foregoing representations. Landlord shall be responsible for the payments of all commissions to Lincoln Harris and CBRE based upon separate agreement(s).

 Landlord initial  
 Tenant initial

[Signature Page Follows]

 Landlord initial  
 Tenant initial

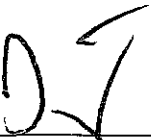


IN WITNESS WHEREOF, each of the parties hereto have executed this Lease and adopted the word "(SEAL)" appearing after such entity's name as the seal of said entity, and it is the intent of each party to effect a sealed instrument, as of the day and year first written above.

**LANDLORD:**


**8510-8514 McAlpine, LLC (SEAL)**

By: LEVINE PROPERTIES, INC., Manager

By:  (SEAL)  
Daniel Levine, President

**TENANT:**

**Charlotte Radiology, PA**  
(SEAL)

By:  (SEAL)  
Name: MARK FARMER  
Title: DIRECTOR

 Landlord initial  
 Tenant initial

EXHIBIT A

SITE PLAN



 Landlord initial  
 Tenant initial

**EXHIBIT A-1**  
**LOT DESCRIPTION**

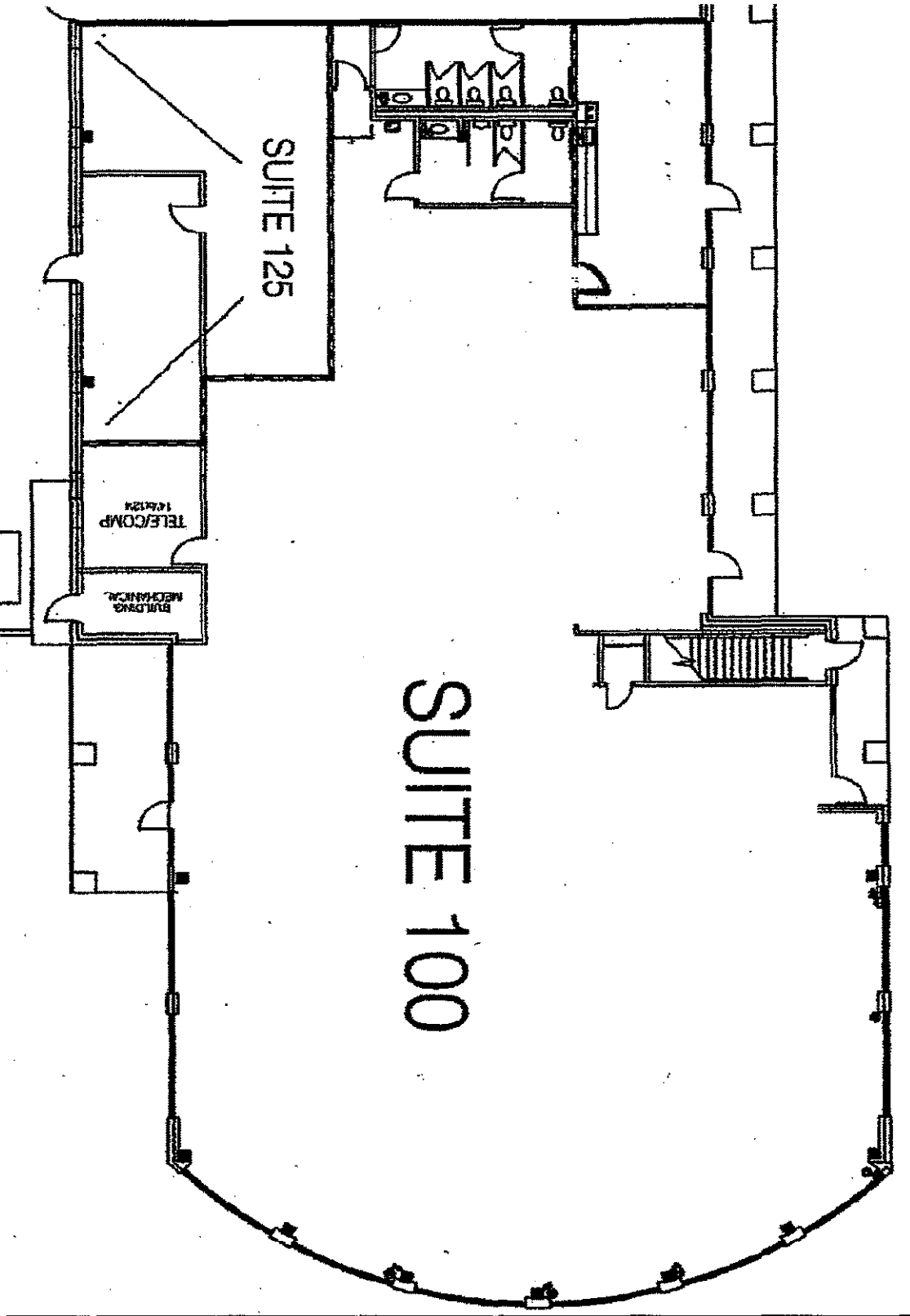
(All references are to instruments of record in the Mecklenburg County Public Registry.)

<b><u>OWNER:</u></b>	<b><u>BUILDING:</u></b> (If Applicable)	<b><u>TOTAL COMPLETED</u></b> <b><u>SQUARE FOOTAGE:</u></b>	<b><u>LOT/TRACT</u></b> <b><u>(DEED REF):</u></b>
8510-8514 McAlpine, LLC	(a) 8510 McAlpine (b) 8514 McAlpine	41,985 64,047	26/614 (LOT 1)

\_\_\_\_ Landlord initial

 Tenant initial

EXHIBIT A-2  
EXISTING FLOOR PLANS



01 Landlord initial  
     Tenant initial

## EXHIBIT B

### DESCRIPTION OF LANDLORD'S WORK

Tenant acknowledges that:

1. Tenant and its agents have had an opportunity to inspect the Leased Premises;
  2. Tenant has found the Leased Premises fit for Tenant's use;
  3. Landlord will deliver the Leased Premises to Tenant "as is" condition subject to the modifications outlined in Number 4 below;
  4. Landlord is not obligated to make any improvements to the Premises except for the following items:
    - All HVAC, RTU and mechanical systems are in good working condition and have been serviced prior to Tenant taking occupancy;
    - Plumbing, water, sewage in good repair;
    - All electrical and light fixtures and bulbs to be in working condition; modify placement of LED fixtures if needed after walls are demo'd. Replace can light fixtures with LED.
    - Install new carpeting, VCT and cove base (building standard) throughout the Premises
    - Paint the Premises
    - Demo walls as indicated on Exhibit B-1
    - Provide power in the open area to accommodate the cubicle layout provided. Where power cannot be attained in permanent walls or columns, power will be provided via power polls or core drills at Landlord's discretion. Tenant to provide the whips.
    - Replace any damaged or sagging ceiling tiles. Replace or repair in damaged ceiling grid.
- Replace cabinetry in break room to meet ADA standards.

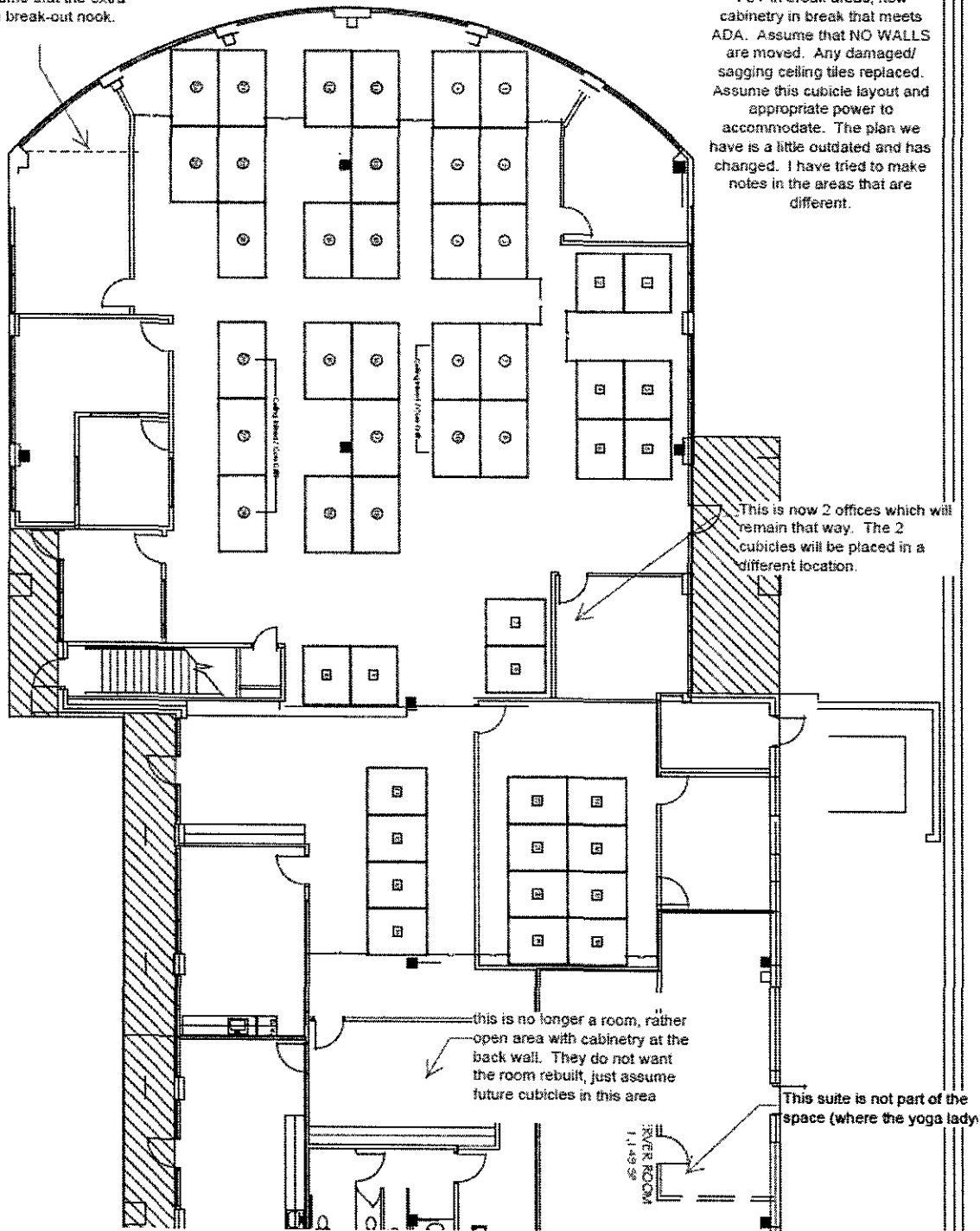
 Landlord initial  
 Tenant initial

**EXHIBIT B-1**

**DESCRIPTION OF LANDLORD'S WORK WITH TENANT NOTES**

This conf room isn't this large.  
We are not modifying the room  
size. Assume that the extra  
space is a break-out nook.

GENERAL PRICING NOTES:  
New carpet, paint all walls, new  
VCT in break areas, new  
cabinetry in break that meets  
ADA. Assume that NO WALLS  
are moved. Any damaged/  
sagging ceiling tiles replaced.  
Assume this cubicle layout and  
appropriate power to  
accommodate. The plan we  
have is a little outdated and has  
changed. I have tried to make  
notes in the areas that are  
different.



 Landlord initial  
 Tenant initial

**EXHIBIT C**  
**RULES AND REGULATIONS**

1. Landlord will furnish each Tenant, free of charge, two (2) keys to each entry door lock. Landlord will have the right to collect a reasonable charge for additional keys and or cards requested by Tenant. No Tenant will alter change, replace, rekey any lock or install a new lock to any door of the Premises. Any new door locks required by Tenant or any change in keying of existing locks will be installed or changed by Landlord following Tenant's written request to Landlord and will be at Tenant's expense. All new locks and rekeyed locks will remain operable by Landlord's pass key.
2. All glass, lighting fixtures, locks and trimmings in or upon the doors and windows of the Tenant's Premises shall be kept whole and whenever any part thereof shall be broken through cause attributable to Tenant, its agents, guests or employees, the same shall immediately be replaced or repaired by Landlord at Tenant's expense.
3. The sidewalks, entries, passages, elevators and staircases of the Building shall not be obstructed or used by Tenants, their servants, agents or visitors to the exclusion of others or for any other purpose than ingress and egress to and from the respective offices.
4. The cost of repairing any damage to the public portions of the Building or the public facilities or to any facilities used in common with other Tenants, caused by Tenant or the employees, licensees, agents or invitees of the Tenant, shall be paid by Tenant.
5. Tenant will refer all contractors, contractor's representatives and installation technicians rendering any service on or to the Premises for Tenant, to Landlord for Landlord's approval and supervision before performance of any service. This provision shall apply to all work performed on or about the Premises, including without limitation, installation of telephones, telegraph equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the Premises.
6. No sign, placard, picture, name, advertisement, or written notice visible from the exterior of Tenant's Premises will be inscribed, painted, affixed, or otherwise displayed by Tenant on any part of the Building or the Premises without the prior written consent of Landlord. Landlord will adopt and furnish to Tenant general guidelines relating to signs. Tenant agrees to conform to such guidelines. Other than building standard window treatments, material visible from outside the Building will not be permitted. In the event of the violation of this rule by Tenant, Landlord may remove the violating items without any liability, and may charge the expense incurred by such removal to the Tenant violating this rule. The cost of the building-standard signage will be the responsibility of the Tenant. The costs are as follows:
  - Reverse cut vinyl adhesive suite numbers - \$2.17 each set including tax
  - Vinyl adhesive lettering for company name – Approx. \$10.00 - \$20.00 (\$ depends on number of letters / logo) – Labor to install approx. \$20 - \$30
  - Blank insert for directory strip - \$8.75
  - Lettering for directory strip - \$10 - \$20 depending on number of letters
  - Shipping and Handling - \$13.50
  - Vinyl Window Lettering – Approx. \$23.82 including tax (\$ depends on number of letters / logo) - Labor to install approx. \$30.00 – No shipping and handling
7. The water closets, urinals, waste lines, vents or flues of the Building shall not be used for any purpose other than those for which they were constructed, and no rubbish, acids, vapors, newspapers or other such substances of any kind shall be thrown into them. The expense caused by any breakage, stoppage or damage resulting from a violation of this rule by Tenant, its employees, visitors, guests or licensees, shall be paid by Tenant.
8. Tenant shall not place, install or operate in the Premises or any other part of the Building, any engine, stove or machinery, or conduct mechanical operations or cook thereon or therein, or place or use in or about the Premises any explosive, gasoline, kerosene, oil, acid, caustic or any other inflammable, explosive or hazardous material, fluid or substance without the prior written consent of Landlord.
9. No birds, animals (with the exception of "Seeing Eye" dogs), reptiles or any other creatures shall be brought into or kept in or about the Premises or any other part of the Building.
10. Landlord shall not be responsible for lost or stolen personal property, equipment, money or jewelry from the Premises or public rooms regardless of whether such loss occurs when any such area is locked against entry or not.
11. Canvassing, peddling, soliciting, and distributing handbills or any other written materials in the Building are prohibited, and each Tenant will cooperate to prevent the same.
12. Tenant and Tenant's employees, agents and invitees shall park their vehicles only in those parking areas designated by Landlord as parking stalls. Tenant shall not leave any vehicle

 Landlord initial  
 Tenant initial

in a state of disrepair (including, without limitation, flat tires or out of date inspection stickers or license plates) on the Property. If Tenant or Tenant's employees, agents or invitees park vehicles in areas other than the designated parking areas or leave any vehicle in a state of disrepair, Landlord, after giving notice to Tenant of such violation, shall have the right to remove such vehicles at Tenant's expense, and Tenant shall reimburse Landlord for such expense upon demand.

13. Tenant and Tenant's employees, agents and invitees are prohibited from bring guns or weapons into the Premises.

  
Landlord initial  
  
Tenant initial



**RENTAL RIDER**

**Section 1. Initial Annual Base Rent.** Tenant shall pay to Landlord Annual Base Rent in equal monthly installments as set forth below, increased annually as indicated:

**Annual Base Rent (until adjusted):**

Period:	Monthly Rent:	Annual Rent:
Month 1 - 2	\$0.00	
Months 3 - 12	\$10,851.25	\$108,512.50 (partial year)

This is a full service lease. Landlord shall furnish the services listed on Landlord's Services and Tenant's Obligations Rider (the "Building Standard Services") to Tenant during the Lease Term. The Base Rent is the charge by Landlord for use of the Premises and the Building Standard Services.

**Section 2. Adjustment of Base Rent.** The Annual Base Rent set forth above shall be adjusted annually (i) on the first day of the month immediately following the month during which the first anniversary of the Commencement Date occurs, if said Commencement Date is other than the first day of a month, and (ii) on each anniversary of the Commencement Date if said date is on the first day of a month; and each subsequent date, as applicable, during the term of this Lease) as follows:

Months 13 - 24	\$11,176.79	\$134,121.44
Months 25 - 36	\$11,512.09	\$138,145.08
Months 37 - 48	\$11,857.45	\$142,289.40
Months 49 – 60	\$12,213.17	\$146,558.04
Months 61 – 62	\$12,579.57	\$25,159.14 (partial year)

 Landlord initial  
 Tenant initial

## LANDLORD'S SERVICES AND TENANT'S MAINTENANCE OBLIGATIONS RIDER

### I. CLEANING/ WASTE REMOVAL

- A. Landlord shall be responsible for all janitorial services within the Premises Monday through Friday.
- B. Tenant, at Tenant's expense, agrees to keep its Premises and the area immediately outside of the Premises in a neat and orderly condition, free from trash (including all garbage disposal), debris and other unsightly conditions.
- C. Landlord shall provide customary cleaning services to be performed in the Common Areas, Monday through Friday (except for national holidays), in keeping with the standards generally maintained in similar office buildings in the Charlotte, North Carolina area.
- D. Landlord, at Landlord's expense, shall make a container available to the Tenant within the Property for the non-exclusive disposal of Tenant's waste paper and materials (but not to include any flammable, toxic or hazardous substances), amounts not to exceed those customary for general office use. Tenant shall be responsible for separating recyclable materials in separate receptacles.

### II. HEATING, VENTILATING AND AIR CONDITIONING

- A. Landlord shall provide heating, ventilating and air conditioning (HVAC) as required to provide reasonably comfortable temperatures for normal business occupancy, excluding national holidays, Monday through Friday from 8 am to 6 pm and Saturday from 8 am to 1 pm.
- B. Maintenance of any additional or special air conditioning equipment and the associated operating cost will be at Tenant's expense.
- C. The cost of HVAC used by Tenant outside aforementioned time periods or in excess of normal office demand shall be provided at an hourly rate of \$20 an hour, per HVAC zone established by Landlord (reasonably exercised). Landlord will bill Tenant for such charges which will be due as Additional Rent.

### III. WATER

Landlord shall provide hot water for lavatory purposes and cold water for drinking, and toilet purposes in the common bathrooms and water fountains.

### IV. REPAIR AND RELAMPING OF LIGHT FIXTURES


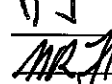
Landlord shall provide such repair and relamping (both fluorescent, incandescent and LED) in the Common Areas, Building, and Premises in all standard lighting fixtures.

### V. ADDITIONAL SERVICES

Any additional services provided to any tenants which are not provided in like manner or quantities to all tenants shall be at the sole cost of those tenants receiving such service or services. Cost to Tenant for such additional, miscellaneous/incidental work or service requested by Tenant will be billed at competitive rates and due as Additional Rent.

### VI. ELECTRICITY

- A. Landlord shall furnish electrical power required for lighting, electrical facilities, equipment, machinery, fixtures and appliances used in or for normal business operations. Additional capacity or usage shall be provided at option of Landlord (reasonably exercised) and entirely at the cost of Tenant.
- B. Tenant shall not, without prior written notice to Landlord in each instance, connect to the Building electric distribution system any fixtures, appliances or equipment other than normal office machines such as desktop calculators, computers, facsimile machines, copiers and typewriters, or any fixtures, appliances or equipment which Tenant uses on a regular basis.

 Landlord initial  
 Tenant initial

### VIII. EXTERIOR OF BUILDING AND COMMON AREAS

Landlord shall provide the following services at the highest standards for maintenance for first class office buildings of similar age and size in the Charlotte, North Carolina area:

1. Customary mowing, grounds keeping and trash removal of the area adjacent to the Building.
2. Exterior window washing of the Building at reasonable intervals.
3. Maintenance, repair and replacement of the structural portion of the Building, including, but not limited to, the roof, load bearing walls, foundations, footings, floor slab, structural floor, columns and exterior doors and window glass, in good order and condition except for damage occasioned by the act of Tenant, which shall be repaired by Landlord at Tenant's expense.
4. Maintenance, repair and replacement of the Common Areas serving the Premises.

 Landlord initial  
 Tenant Initial