

TENANT ESTOPPEL CERTIFICATE

Linda Marver (“**Purchaser**”)
P.O. Box 2396
Danville, CA 94526

RE: Lease Agreement dated January 23, 2008, (the “**Lease**”) between 1910 N Collins Medical, LP (“**Landlord**”) Touchstone Imaging of Mesquite, LP (“**Tenant**”) for the leased premises located at 1910 N Collins, Richardson, Texas (the “**Premises**”)

LANDLORD and TENANT entered into a 1st Amendment to Lease Agreement, dated 13th day of February, 2012 (hereinafter referred to as “First Amendment”;

TENANT contributed its interest to a Joint Venture with Baylor Health Care System (“BHCS”) to form BTDI JV, LLP (“Tenant”), a Texas registered limited liability partnership and TENANT assigned its interest in the Lease to TENANT on July 1, 2013.

LANDLORD and TENANT entered into a 2nd Amendment to Lease Agreement, dated 13th day of October, 2016 (hereinafter referred to as “Second Amendment”;

Ladies and Gentlemen:

We understand that Purchaser has agreed to purchase the Premises from Landlord and assume Landlord’s rights, duties and obligations under the Lease and that, as a condition to purchasing the Premises, Purchaser has required this agreement and certification by the undersigned.

The undersigned Tenant to the best of its information, knowledge and belief hereby certifies to Purchaser as follows as of the date hereof:

1. Tenant is the tenant under the Lease for the Premises. The Lease has a “Rent Commencement Date” of June 1, 2008 and shall expire on May 31, 2020. Tenant has One (1) option to extend the Lease Term for successive periods of Five (5) years.
2. Attached as Exhibit A is a complete copy of the Lease. There have been no amendments, modifications or revisions to the Lease and there are no other agreements of any kind between Landlord and Tenant regarding the Premises altering the terms of the Lease.
3. Tenant has accepted delivery of the Premises and is in possession and occupancy of the Premises and Landlord has no outstanding construction obligations with respect to the Premises.
4. Tenant has paid rent through May 31, 2017. No rent under the Lease has been paid more than one (1) month in advance of its due date. Landlord presently

holds a security deposit in the amount of \$3,000.00. Tenant is not entitled to any rent concessions or free rent, except as may otherwise be provided under the terms and conditions of the Lease.

5. The Lease has not been assigned, by operation of law or otherwise, by Tenant, and no sublease, concession agreement or license, covering the Premises, or any portion of the Premises, has been entered into by the Tenant. Tenant has not received any notice of the assignment by Landlord to any other party of the Landlord's interest in the Lease and Tenant recognizes Landlord as the landlord under the Lease.
6. To the best of Tenant's knowledge, neither Landlord nor Tenant is in default under the Lease and no event has occurred which, with the giving of notice or passage of time, or both, could result in a default under the Lease.
7. Except as set forth in the Lease, Tenant has not been granted (a) any option to extend the term of the Lease, (b) any option to expand the Premises or to lease additional space within the Premises, (c) any right to terminate the Lease prior to its stated expiration, or (d) any option or right of first refusal to purchase the Premises or any part thereof.
8. Tenant acknowledges that as of the date hereof there has occurred no default by Landlord giving rise to Tenant's right under the Lease to make any deduction or offset against Base Rent for any matter.
9. Tenant has not received any written notice from any governmental authority of any present violation of any federal, state, county or municipal laws, regulations, ordinances, orders or directives relating to the use, construction or condition of the Premises.
10. Tenant has all necessary licenses and permits required of it under the Lease to carry on its business at the Premises.
11. There are no actions, whether voluntary or otherwise, pending against Tenant under the bankruptcy laws of the United States or any state thereof.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Estoppel Certificate as of the 17 day of May, 2017.

TENANT:

Clete Madden

By: Clete Madden
Its: President