

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (the "Assignment") is made and entered into as of the 1st day of July, 2013 (the "Effective Date"), by and between Touchstone Imaging of Mesquite, LP, a Texas limited partnership ("Assignor"), and BTDI JV, LLP, a Texas registered limited liability partnership ("Assignee").

WITNESSETH:

WHEREAS, this Assignment is made in furtherance of that certain Contribution Agreement dated January 7, 2013 by Assignor and certain affiliates of Baylor Health Care System ("BHCS"), a Texas non-profit corporation wherein Assignor has agreed to contribute to Assignee certain of Assignor's assets; and

WHEREAS, in connection with the Contribution Agreement described above, Assignor and Assignee have agreed that Assignor shall transfer and assign to Assignee all right, title and interest of Assignor in and to that certain Lease described on Exhibit A, attached hereto and incorporated herein by reference (the "Lease"); and

WHEREAS, Assignor and Assignee have further agreed that Assignee shall expressly assume all of the obligations of Assignor under the Lease first arising and relating to periods from and after the date of this Assignment.

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

1. Transfer and Assignment. 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.
2. Assumption of Obligations. Assignee hereby assumes and 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.
3. Governing Law. This instrument shall be construed and enforced in accordance with and governed by the laws of the State of Texas.
4. 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 of first written above.


ASSIGNOR:

ASSIGNEE:

Touchstone Imaging of Mesquite, LP

BTDI JV, LLP

By: Touchstone Medical Imaging
Its: General Partner

By: 
Name: Clete Madden
Title: Chief Operating Officer

By: 
Name: Clete Madden
Title: President

CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE

The undersigned Landlord under the Lease described above hereby joins in the execution of this Assignment for the purpose of consenting to the terms set forth herein.

Consented and Agreed to this 25th day of June, 2013.

LANDLORD:

1910 N Collins Medical, LP

By: 

Name: Strad Arthur

Title: Manager

Exhibit A

Description of Leases

Lease Agreement dated January 23, 2008, as amended, by and between 1910 N Collins Medical L.P. as Landlord and Touchstone Imaging of Mesquite, LP as Tenant with respect to certain leased premises commonly known as 1910 N. Collins Blvd.