

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this “*Amendment*”) is entered into this 2nd day of June, 2020 (the “*Effective Date*”), by and between **TOWER 4 OWNER, LLC**, a Delaware limited liability company (“*Landlord*”), and **US RADIOLOGY SPECIALISTS, INC.**, a Delaware corporation (“*Tenant*”).

RECITALS:

A. Landlord and Tenant entered into that certain Lease Agreement dated January 7, 2020 (the “*Lease*”), with respect to approximately 22,015 Rentable Square Feet on floor 10 (the “*Premises*”) of the building located at 4200 Six Forks Road, Raleigh, North Carolina 27609 (the “*Building*”).

B. Landlord and Tenant now desire to amend the Lease as set forth below. Unless otherwise expressly provided in this Amendment, capitalized terms used in this Amendment shall have the same meanings as in the Lease.

AGREEMENTS:

FOR GOOD AND VALUABLE CONSIDERATION, the mutual covenants contained herein, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. Base Rent. Section 1.D of the Lease is hereby deleted in its entirety and replaced with the following:

| <u>“PERIOD</u> | <u>ANNUAL BASE RENTAL RATE PER SQUARE FOOT</u> | <u>MONTHLY BASE RENTAL</u> |
|------------------------------------|--|--------------------------------|
| April 1, 2021 to November 30, 2021 | \$21.13 | \$38,755.57* |
| December 1, 2021 to March 31, 2022 | \$42.25 | \$77,511.15 |
| April 1, 2022 to March 31, 2023 | \$43.52 | \$79,841.07 |
| April 1, 2023 to March 31, 2024 | \$44.83 | \$82,244.37 |
| April 1, 2024 to March 31, 2025 | \$46.17 | \$84,702.71 |
| April 1, 2025 to March 31, 2026 | \$47.56 | \$87,252.78 |
| April 1, 2026 to January 31, 2027 | \$48.99 | \$89,876.24 |

*Subject to **Section 19.E** of this Lease and provided that no event of default has occurred under this Lease, the monthly Base Rent of \$77,511.15 shall be abated in part, as applicable, and reduced to this amount.”

2. Term. The definition of Term set forth in **Section 1.E** of the Lease is hereby deleted in its entirety and replaced with the following:

“The period of approximately 70 months starting on the Commencement Date and ending on the Expiration Date, subject to the provisions of **Section 3.**”

3. Commencement Date. The definition of Commencement Date set forth in **Section 1.G** of the Lease is hereby deleted in its entirety and replaced with the following:

“The earlier of (1) April 1, 2021 or (2) the date Tenant takes possession of any part of the Premises for purposes of conducting business.”

4. Construction Allowance. Notwithstanding anything to the contrary in the last sentence of **Paragraph 2(A)** of **Exhibit E** to the Lease, any reimbursement obligation of Landlord under the Work Letter shall be applied solely to the purposes specified in the Work Letter, as allocated, on or before September 30, 2021, or be forfeited with no further obligation on the part of Landlord.

5. OFAC List Representation. Tenant hereby represents and warrants to Landlord that neither Tenant nor any of its officers, directors, shareholders, partners, members or affiliates is or will be an entity or person: (i) that is listed in the annex to, or is otherwise subject to the provisions of, EO 13224; (ii) whose name appears on the most current OFAC list of “Specially Designated Nationals and Blocked Persons” (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>); (iii) who commits, threatens to commit or supports “terrorism,” as that term is defined in EO 13224; or (iv) who is otherwise affiliated with any entity or person listed above.

6. Broker. Tenant represents and warrants that it has not been represented by any broker or agent in connection with the execution of this Amendment other than Jones Lang LaSalle Brokerage, Inc. Tenant shall indemnify and hold harmless Landlord and its designated property management, construction and marketing firms, and their respective partners, members, affiliates and subsidiaries, and all of their respective officers, directors, shareholders, employees, servants, partners, members, representatives, insurers and agents from and against all claims (including costs of defense and investigation) of any other broker or agent or similar party claiming by, through or under Tenant in connection with this Amendment.

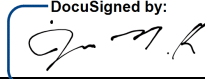
7. Miscellaneous. This Amendment shall become effective only upon full execution and delivery of this Amendment by Landlord and Tenant. This Amendment contains the parties’ entire agreement regarding the subject matter covered by this Amendment, and supersedes all prior correspondence, negotiations, and agreements, if any, whether oral or written, between the parties concerning such subject matter. There are no contemporaneous oral agreements, and there are no representations or warranties between the parties not contained in this Amendment. Except as modified by this Amendment, the terms and provisions of the Lease shall remain in full force and effect, and the Lease, as modified by this Amendment, shall be binding upon and shall inure to the benefit of the parties hereto, their successors and permitted assigns.

8. Ratification. Tenant hereby ratifies and confirms its obligations under the Lease and represents and warrants to Landlord that it has no defenses thereto. Additionally, Tenant further confirms and ratifies that, as of the date hereof, (a) the Lease is and remains in good standing and full force and effect, and (b) Tenant has no claims, counterclaims, set-offs or defenses against Landlord arising out of the Lease or in any way relating thereto or arising out of any other transaction between Landlord and Tenant.

LANDLORD AND TENANT enter into this Amendment effective on the Effective Date.

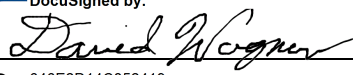
LANDLORD:

TOWER 4 OWNER, LLC,
a Delaware limited liability company

By:  DocuSigned by:
Name: DB891AAD2BBB4F6...
Title: _____

TENANT:

US RADIOLOGY SPECIALISTS, INC.,
a Delaware corporation

By:  DocuSigned by:
Name: DAVE WAGNER
Title: EVP & CFO