



## COMMITMENT LETTER

May 04, 2017

### CONFIDENTIAL

Charlotte Radiology Capital Partners, LLC  
and 7 E.M., LLC  
c/o Mark Jensen and Steve Harris  
1701 East Blvd  
Charlotte, NC 28203

Re: One or more loans or facilities described on Annex 1 (whether one or more loans or facilities, collectively "Loan") to Charlotte Radiology Capital Partners, LLC and 7 E.M., LLC (whether one or more collectively "Borrower")

Dear Mr. Jensen and Mr. Harris:

SunTrust Bank (the "Lender") is pleased to confirm to you that, subject to the terms and conditions set forth in this letter and the terms attached hereto as Annex 1 and incorporated herein by this reference (Annex 1, together with this letter and any other supplemental annexes attached hereto and incorporated herein by this reference, this "Commitment Letter"), Lender has agreed to make the Loan to Borrower. In addition to those terms set forth in this Commitment Letter, Lender may require certain other customary terms, conditions and requirements (each in form and substance satisfactory to Lender in its sole discretion) for a credit facility of this type which may not be specifically listed in this Commitment Letter. This Commitment Letter is (i) not assignable, (ii) not intended to benefit any third party, and (iii) for Borrower's confidential use only and sent to Borrower on the condition that neither its existence nor its contents will be disclosed publicly or privately to any person or entity, except to those of Borrower's officers, employees, agents, counsel or accountants directly involved with the Loan and then only on the basis that it not be further disclosed.

The commitment evidenced by this Commitment Letter is subject to, among other requirements specified herein and in Annex 1: (i) the preparation, execution and delivery of mutually acceptable loan documentation incorporating substantially the terms and conditions set forth in this Commitment Letter (collectively the "Loan Documents"); (ii) the absence of a material adverse change in the business, condition (financial or otherwise), results of operations, properties or prospects of Borrower and/or its subsidiaries (if any) and/or of any Guarantor(s) as reflected in its financial statements as of 12/31/16; (iii) the accuracy of all representations which you have made or will make to Lender and all information that you furnish to us and your compliance with the terms of this Commitment Letter; and (iv) such other terms and conditions as Lender shall deem necessary or appropriate, as will be more fully set forth in the Loan Documents.

Evaluation of the proposed financing would require and remain conditioned on, inter alia, Lender's receipt of all documentation and information Lender may require, and, to the extent not previously delivered, the following items, which must be satisfactory to Lender in its sole discretion) for Borrower and Guarantor(s): (i) true and correct financial statements for prior 3 years (if available) with attestations acceptable to Lender; (ii) entity organizational documents; (iii) an explanation of economics among the ownership (except for borrowers and/or guarantors that are individuals or single member entities); and (iv) a schedule or organizational chart of ownership interests (except for borrowers and/or guarantors that are individuals or single member entities). Please provide these items within 30 days of your execution of this Commitment Letter. After reviewing these items, Lender may determine that other information and/or documentation is needed to underwrite the proposed financing.

Any offer or recommendation to enter into any "swap" or trading strategy involving a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act will only occur after Lender has received appropriate information and/or documentation from you regarding whether you are qualified to enter into a swap under applicable law. Pursuant to the requirements of the Patriot Act, Lender and its affiliates are required to obtain, verify and record information that identifies

Loan obligors, which information includes the name, address, tax identification number and other information regarding obligors that will allow Lender to identify obligors in accordance with the Patriot Act, and Lender is hereby so authorized. This notice is given in accordance with the requirements of the Patriot Act and is effective for SunTrust and its affiliates.

All costs incurred by Lender in connection with the proposed financing, including but not limited to, Lender's legal fees and expenses, appraisals, searches, reports and other third party costs (collectively "**Costs**"), shall be paid and/or reimbursed by Borrower, whether or not the proposed financing closes, and your acknowledgement below authorizes Lender to order and proceed with same, and to engage legal counsel, all at your expense and in reliance on this understanding. Borrower shall be responsible for all fees and expenses including, without limitation, legal fees and expenses, incurred by Lender in enforcing its rights under this Commitment Letter. Borrower's obligation in respect of the costs and expenses referenced in this paragraph is in consideration, inter alia, for Lender's undertaking to underwrite the proposed financing and incur such Costs and shall survive the cancellation or termination of this Commitment Letter. If there are multiple parties comprising "Borrower" or "Guarantor", the defined terms shall refer to all such parties collectively, but each such party shall be jointly and severally liable under this Commitment Letter.

This Commitment Letter constitutes the entire understanding between Lender and Borrower in connection with the Loan as of the date hereof, (ii) supersedes any prior written or oral communications or understandings, and (iii) may be amended only by a writing signed by Borrower and Lender. If Lender and Borrower enter into the proposed Loan, this Commitment Letter shall not survive closing of the Loan but shall be superseded by the documents evidencing the Loan. This Commitment Letter is governed by the laws of the State of NC. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, BORROWER, GUARANTOR AND LENDER EACH HEREBY WAIVES JURY TRIAL IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS COMMITMENT LETTER.** Neither Lender nor Borrower shall be deemed to have entered into, signed or executed binding documents evidencing the Loan by virtue of this or any other communication at any time prior to Lender's express acceptance of Loan documents prepared by Lender or its counsel and bearing Borrower's duly authorized signature.

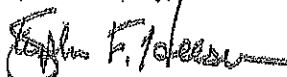
If you are in agreement with the foregoing, please sign and return a copy of this Commitment Letter to Lender by May 18, 2017 or this Commitment Letter will be deemed withdrawn.

Notwithstanding any other provision of this Commitment Letter, Lender's commitment and undertakings as set forth herein shall not be or become effective for any purpose unless and until Lender receives such copy of this Commitment Letter duly executed by an authorized officer of the Borrower prior to 5:00 p.m. (EST), on May 18, 2017. In no event shall Lender have any obligation to make the Loan available unless the closing shall have occurred on or prior to October 1, 2017. In addition to the foregoing, this Commitment Letter may be terminated at any time by mutual agreement.

This Commitment Letter may be executed in any number of separate counterparts, each of which shall collectively and separately, constitute one agreement. A signed counterpart of this Commitment Letter transmitted via facsimile, pdf or some other electronic means shall be as fully enforceable as the counterpart containing the original signature(s). Upon acceptance by you as provided herein, this Commitment Letter shall supersede all understandings and agreements between the parties hereto in respect of the transactions contemplated hereby.

We look forward to working with you on this transaction.

Yours sincerely,



Stephen Heeseman  
Senior Vice President

Lender's address:  
SunTrust Bank  
4777 Sharon Road, 2<sup>nd</sup> Floor  
Charlotte, NC 28210

SIGNATURES CONTINUED ON FOLLOWING PAGE

The terms and conditions of this Commitment Letter are hereby acknowledged and agreed to this 15 day of May, 2017

BORROWER:

Charlotte Radiology Capital Partners, LLC

By: 

Print Name: ARL VAN MOORE, JR MD

Print Title: MANAGING PARTNER

BORROWER:

7 E.M., LLC

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

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

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

The terms and conditions of this Commitment Letter are hereby acknowledged and agreed to this 30 day of May, 2017

BORROWER:

Charlotte Radiology Capital Partners, LLC

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

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

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

BORROWER:

7 E.M., LLC

By: Steven G Harris

Print Name: STEVEN G HARRIS

Print Title: MANAGER

## ANNEX 1

### **SUMMARY OF TERMS AND CONDITIONS**

**Borrower:** Charlotte Radiology Capital Partners, LLC and 7 E.M., LLC (collectively the "Borrower")

**Lender:** SunTrust Bank ("Lender")

**Guarantor(s):** None

**Facility:** A term loan funded in a single drawdown on the closing date (the "Loan").

**Loan Amount:** Up to \$9,000,000; not to exceed 75% of the appraised value of the Property and Improvements, as determined by an appraisal or other valuation acceptable to Bank in its sole discretion.

**Purpose:** Refinance existing debt and provide cash out on an office building located at 700 E. Morehead Street, Charlotte, NC.

#### OPTION #1

**Maturity Date:** 60 months from the closing date.

**Repayment:** Payments consisting of fifty-nine (59) consecutive monthly installments of principal plus interest based on a two hundred forty (240) month amortization, payable commencing thirty (30) days after closing, and a final payment equal to the unpaid balance of principal plus accrued, unpaid interest and any other amounts owed, due and payable on the Maturity Date.

**Interest Rate:** The "Index" shall be 30-day LIBOR. The "Rate" shall equal the Index plus 1.60% p. a. (calculated on the basis of a 360-day year).

**Prepayment:** Under this rate option, Borrower may prepay the Loan in whole or in part at any time upon two Business Days' prior written notice to Lender. Such prepayment notice shall specify the amount of the prepayment which is to be made. Any partial prepayment shall be applied as determined by Lender in its sole discretion.

#### OPTION #2

**Maturity Date:** 84 months from the closing date.

**Repayment:** Payments consisting of eighty-three (83) consecutive monthly installments of principal plus interest based on a two hundred forty (240) month amortization, payable commencing thirty (30) days after closing, and a final payment equal to the unpaid balance of principal plus accrued, unpaid interest and any other amounts owed, due and payable on the Maturity Date.

**Interest Rate:** The "Index" shall be 30-day LIBOR. The "Rate" shall equal the Index plus 1.67% p. a. (calculated on the basis of a 360-day year).

**Prepayment:** Under this rate option, Borrower may prepay the Loan in whole or in part at any time upon two Business Days' prior written notice to Lender. Such prepayment notice shall specify the amount of the prepayment which is to be made. Any partial prepayment shall be applied as determined by Lender in its sole discretion.

**Commitment Fee:** Waived

**Treasury and  
Payment Services;  
Payments by  
Auto Debit:**

Borrower agrees (i) to maintain its primary operating account and all cash management treasury business with SunTrust Bank, including, without limitation, all deposit accounts, disbursement accounts and lockbox accounts and (ii) to execute an agreement authorizing Lender to debit a deposit account maintained by Borrower with SunTrust Bank for all amounts due under the Loan.

**Collateral:**

The collateral for the Loan will include, without limitation, the following first priority, perfected security interests:

1. A Mortgage, Deed of Trust or Deed to Secure Debt (as applicable, the "Security Instrument") providing Bank with a first priority mortgage lien/security interest in real property located at 700 E. Morehead Street in Charlotte, NC (the "Property"). The true legal description of the Property to be acceptable to Bank or Bank's closing attorney.
2. An assignment of all leases, rents, income, licenses, permits and contracts relating to the Property (including, if applicable, all plans and specifications).
3. Assignment of any and all Lease Guarantees now or hereafter covering all or any part of said Property and/or the Improvements.
4. All improvements now or hereafter located on the Property, including the improvements, and all fixtures and other attachments on the Property.

**Financial Covenants:** Maintenance of the following financial covenant(s):

Debt Service Coverage Ratio

The Debt Service Coverage Ratio of the Borrower shall not at the end of each fiscal year be less than 1.0 to 1.0.

"Debt Service Coverage Ratio" means the ratio of Net Operating Income ("NOI") divided by total debt service.

"NOI" means net income from tenants in place and paying rent, considering a management fee equal to the greater of actual expense or 4% plus interest expense, depreciation expense and amortization expense, each determined for such fiscal year.

"Debt Service" means the sum of (a) all contractually scheduled principal payments on Funded Debt plus (b) Interest Expense, each determined for such fiscal year.

"Funded Debt" means (1) all obligations for money borrowed, (2) all obligations evidenced by a bond, indenture, note, letter of credit or similar instrument, (4) all other obligations upon which interest charges are customarily paid.

Borrower shall provide to Bank a Covenant Compliance Certificate within 30-days of each Test Date, along with satisfactory supporting financial statements, certifying compliance with the requirements.

**Other Conditions:**

The terms and conditions proposed herein are applicable under the following conditions:

2. Minimum Project NOI of \$900,000 including triple net leases.

3. Minimum 10 year lease term for tenant, Charlotte Radiology and 3 year lease term for tenant, Steve Harris/Harris Development. Executed leases, which shall be acceptable to Bank in its sole discretion, to be provided prior to closing.

**Representations  
and Warranties:**

Usual and customary for Lender in transactions of this type.

**Affirmative  
Covenants:**

Usual and customary for Lender in transactions of this type, including without limitation: delivery of updated financial information, including but not limited to current financial statements in form satisfactory to Lender, tax returns and other additional information, reports or schedules (financial or otherwise), all as Lender may request.

**Negative  
Covenants:**

Usual and customary for Lender in transactions of this type, including without limitation:

1. The ownership of the Borrower will not change during the term of the Loan without prior written consent of Bank.
2. Property to remain at least 51% owned and occupied by Charlotte Radiology, PA for the life of the loan.
3. Borrower shall not, and shall not permit any Subsidiary (if any) to, create, incur, assume or permit any indebtedness for money borrowed, reimbursement obligations under letters of credit, capital lease obligations or hedging obligations (collectively, "Indebtedness") or any guarantees or endorsements of any Indebtedness, other than Indebtedness to SunTrust without prior written consent of Bank.
4. Borrower shall not, and shall not permit any Subsidiary (if any) to create, incur, assume or permit any lien, security interests or other type of encumbrance (a "Lien") on any of its assets except Liens granted to SunTrust, statutory Liens that re indebtedness and other Liens that have been consented to by SunTrust in writing.

**Events of  
Default:**

Usual and customary for transactions of this type (with customary notice and cure periods), including, without limitation, the following: payment default; breach of representations in any material respect; breach of covenants; cross default to other Indebtedness; bankruptcy; judgments; change in control; material adverse change in financial condition, operations, business or prospects; termination or invalidity of guaranty or collateral documents; and defaults under other loan documents.

**Closing Conditions:**

The closing of the Loan shall be conditioned upon satisfaction (or valid waiver) of conditions precedent usual and customary for transactions of this type, including, without limitation, the following conditions (all of the items to be delivered in form and substance satisfactory to Lender): (1) receipt and review of (a) all financial, formation and other information required by Lender on Borrower, Guarantor(s) and their constituent entities and other entities specified by Lender, including all due diligence materials to verify authority, identity and background information for regulatory purposes under applicable "know your customer" and anti-money laundering laws, as deemed necessary by Lender in its sole and absolute discretion and (b) such other information and due diligence deliveries as are requested by and acceptable to Lender, including, but not limited to, legal documentation and attorney opinion letters; (2) authorization, execution and delivery of such documentation as is standard and customary for this type of transaction or otherwise deemed necessary or appropriate by Lender, including customary increased cost, withholding tax, capital adequacy and yield protection provisions, treating Basel III and Dodd Frank as changes in law in a

manner similar to that proposed by the LSTA for such provisions, and cross-collateralization of all obligations owed to Lender by Borrower; and (3) there shall not have occurred, in the opinion of Lender, any material adverse change in the business or financial condition of Borrower or any Guarantor or in any other state of facts submitted to Lender in connection with the Loan, from that which existed at the time Lender initially considered the proposed Loan.

The funding of the Loan shall be subject to accuracy of representations and warranties as of the date of such Loan and no event of default or incipient default under the Loan shall have occurred and be continuing as of the date of such Loan or would result from making the Loan.

**Expenses and  
Indemnification:**

Borrower will pay all costs and expenses of Lender including, without limitation, the fees, charges and disbursements of Lender's counsel (including in-house counsel) in connection with the preparation, administration and enforcement of all documentation executed in connection with the Loan.

**Governing Law and  
Jurisdiction:**

State of NC

**Swap Disclaimer:**

Nothing herein constitutes an offer or recommendation to enter into any "swap" or trading strategy involving a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act. Any such offer or recommendation, if any, will only occur after we have received appropriate documentation from you regarding whether you are qualified to enter into a swap under applicable law.

**This Summary of Terms and Conditions is intended as an outline of certain material terms and conditions applicable to the Loan and does not purport to describe all of the terms and conditions, representations and warranties, covenants and other provisions that could be contained in the definitive loan and collateral documentation relating to the Loan.**