

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES (the "Assignment") is made this _____ day of September 2017, by and between 7 E.M., LLC, a North Carolina limited liability company, MOREHEAD BEACHFRONT, LLC, a North Carolina limited liability company and MOREHEAD LKN, LLC, a North Carolina limited liability company (hereinafter referred to collectively as "Assignor") to and for the benefit of CHARLOTTE RADIOLOGY CAPITAL PARTNERS, LLC, a North Carolina limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of that certain tract of land located on 700 E. Morehead St., Charlotte, Mecklenburg County, North Carolina upon which there is constructed an office building, along with related improvements and amenities, all as more particularly described on attached Exhibit A incorporated herein by reference (the "Property");

AND WHEREAS, Assignor is the current landlord under various leases with tenants renting space in the Property, a list of said leases held by Assignor pursuant to said leases being attached hereto as Exhibit B and incorporated herein by reference (hereinafter said leases being referred to as the "Leases").

AND WHEREAS, Assignor desires expressly to assign, transfer, sell and convey to Assignee all of Assignor's **60% undivided interest as a tenant-in-common** in its right, title and interest in and to the Leases (including any security deposits and prepaid rentals), and Assignee desires to assume the rights, duties, liabilities and benefits of Assignor thereunder in connection with the purchase by Assignee of the Property.

NOW, THEREFORE, for and in consideration of the purchase of the Property, the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid and delivered by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor has assigned, transferred, sold and conveyed, and by these presents does hereby assign, transfer, sell and convey to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Leases (including all security deposits and prepaid rentals held by Assignor pursuant to said Leases) (provided, however, 7 E.M., LLC will continue to own a 40% interest in the Leases as a tenant-in-common with Assignor).

Assignor executes this Assignment for the purpose of assigning its obligations as landlord under the Leases, including specifically, without limitation, the obligation to maintain the security deposits in accordance with said Leases.

Assignee executes this Assignment for the purpose of assuming the landlord's obligations under the Leases, on and after the date of this Assignment including specifically, without limitation, the obligation to maintain the security deposits in accordance with said Leases.

Except as provided herein, (i) the terms and conditions of the Leases, as herein amended, shall remain in full force and effect; (ii) this Assignment contains the full and entire agreement between the parties hereto with respect to the Leases, and no other oral or written agreement is of any force or effect whatsoever; (iii) this Assignment is binding on, and shall inure to the benefit of, the heirs, executors, administrators, successors or assigns of the respective parties hereto; (iv) this Assignment may not be amended or altered in any manner unless such amendment or alteration is in writing signed by all the parties hereto; (v) this Assignment may be executed in multiple counterparts, each of which shall constitute an original, and all of which when taken together shall constitute one instrument; and (vi) this Assignment is has been drawn in and shall be executed effective in North Carolina and shall be construed in accordance with the laws of the State of North Carolina.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

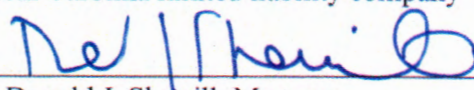
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered the day and year first above written.

"ASSIGNOR"

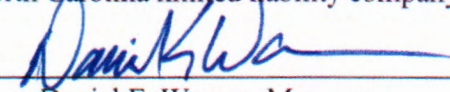
7 E.M., LLC, a North Carolina limited liability company

By:  (SEAL)
Steven G. Harris, Manager

MOREHEAD BEACHFRONT, LLC,
a North Carolina limited liability company

By:  (SEAL)
Donald J. Sherrill, Manager

MOREHEAD LKN, LLC,
a North Carolina limited liability company

By:  (SEAL)
Daniel E. Warren, Manager

"ASSIGNEE"

CHARLOTTE RADIOLOGY CAPITAL PARTNERS, LLC,
a North Carolina limited liability company

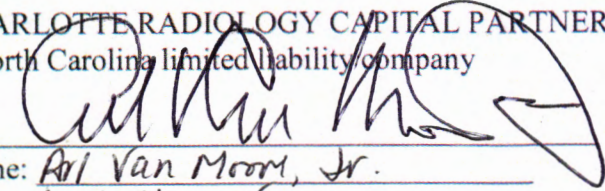
By:  (SEAL)
Name: Ari Van Moort, Jr.
Title: Lead Manager

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

BEGINNING at a point formed by the intersection of the southwesterly margin of East Morehead Street and the southeasterly margin of Euclid Avenue, runs thence with said margin of East Morehead Street in a southeasterly direction 100 feet to a stake; thence in a southwesterly direction parallel with said margin of Euclid Avenue 194 feet to a stake; thence in a northwesterly direction 100 feet, more or less, to the point in said margin of Euclid Avenue which is 202.1 feet distant measured along said margin of Euclid Avenue in a southwesterly direction from the point of beginning; thence with said margin of Euclid Avenue in a northeasterly direction 202.1 feet to the point of BEGINNING.

Being the same property conveyed from Mitchell G. Clark and wife, Joanne D. Clark to HMOVHN Morehead, LLC by deed dated January 14, 2007 and recorded January 16, 2007 in Book 21647, Page 845, Mecklenburg County Public Registry and from 7 E.M., LLC f/k/a HMOVHN Morehead, LLC to Morehead Beachfront, LLC and Morehead LKN, LLC by deed dated December 30, 2014 and recorded December 30, 2014 in Book 29666, Page 683, Mecklenburg County Public Registry.

EXHIBIT B

LIST OF LEASES

1. That certain lease agreement dated April 20, 2010 with Morehead Associates, Inc., as amended, if any, and as assigned to Press Ganey Associates, Inc.;
2. That certain lease agreement with Charlotte Radiology, P.A. dated May 31, 2017.
3. That certain lease agreement with Harris Development Group, LLC.