

13425 Hoover Creek Blvd, Suite 203  
Charlotte, NC 28273

**LEASE AMENDMENT**

THIS LEASE AMENDMENT (this "Amendment") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date"), by and between **TKC-SMP Steele Creek, LLC**, a North Carolina limited liability company ("Landlord"), and **Charlotte Radiology, P.A.**, a North Carolina professional corporation ("Tenant").

**WITNESSETH**

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated January 11, 2018 (the "Original Lease"), for the Premises, all as more particularly set forth in the Original Lease. The Original Lease as assigned by the Assignment and amended by this Amendment and Assignment shall be referred to as the "Lease".

WHEREAS, Landlord and Tenant wish to amend the Original Lease to update the rentable square feet of the Premises, Tenant's Pro Rata Share, Construction Allowance, and Exhibit A-1.

NOW, THEREFORE, in consideration of the agreements in this Amendment, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Premises. The Original Lease is hereby revised to delete all references of "2,160" as to the rentable square feet of the Premises, and replace all such references with "2,195".

2. Tenant's Pro Rata Share. The Original Lease is hereby revised to delete the Tenant's Pro Rata Share provision as provided in the Basic Lease Information section in its entirety and replace it with the following:

"Tenant's Pro Rata Share: 9.46%, since Tenant is leasing approximately 2,195 rsf of the approximately 23,215 rsf in the Building."

3. Construction Allowance. The Construction Allowance (as defined in Section 12 of Exhibit D) of \$50.00 per rentable square foot of the Premises shall be based on 2,195 rsf (i.e., not to exceed \$109,750.00 total, assuming 2,195 rsf Premises).

4. Exhibit A-1. The Original Lease is hereby revised to delete Exhibit A-1 in its entirety and replace it with Exhibit A-1 attached hereto.

5. Possible Further Adjustment. Sections 1, 2, 3, and 4 of this Amendment are subject to possible adjustment pursuant to the provision entitled "Adjustment" on page two of the Original Lease.

6. Lease Date. The Lease Date, as provided in the Basic Lease Information section of the Original Lease, is January 11, 2018.

7. Tenant's Address. The Tenant's Address, as provided in the Basic Lease Information section of the Original Lease, is as follows:

Charlotte Radiology, P.A.  
700 E. Morehead Street  
Suite 300  
Charlotte, NC 28202

8. Definitions. Except as otherwise provided herein, all terms and phrases herein shall have the same meaning as set forth in the Original Lease.

9. Headings. The headings in this Amendment are inserted for convenience only and shall not affect the interpretations of this Amendment.

10. Unmodified Terms. Terms and provisions of the Original Lease which are not expressly modified by this Amendment shall remain in full force and effect.

11. Authority. Except as otherwise required under this Amendment, each party represents and warrants that all consents or approvals required of third parties for the execution, delivery and performance of this Amendment have been obtained and each party has the right and authority to enter into and perform its covenants contained in this Amendment.

12. Lease Modifications. Except as modified by this Amendment, the Original Lease shall remain in full force and effect and is hereby ratified and affirmed.

13. Successors and assigns. The terms of this Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. In the event of any conflict between the terms of this Amendment and the Original Lease, the terms herein contained shall supersede and control the rights and obligations of the parties.

14. Final Agreement. The Original Lease, as amended by this Amendment, represents the final agreement between Landlord and the Tenant regarding the subject matter thereof and hereof, and may not be contradicted by evidence of prior, subsequent or contemporaneous oral agreements of the parties. No amendment or modification hereto shall be valid and binding unless expressed in writing and executed by both parties hereto.

15. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise one and the same instrument.

16. Facsimile / Email Transmission and Signatures. This Amendment may be transmitted by facsimile machine or email; and copies of signatures shall have the effect of original signatures relative to this Amendment.

**[Signature Page Follows]**

**IN WITNESS WHEREOF**, the parties have entered into this Amendment as of the Effective Date.

**LANDLORD:**

**TKC-SMP Steele Creek, LLC**, a North Carolina limited liability company

By: TKC CCXXXI, LLC, its Manager

By: \_\_\_\_\_  
Kenneth R. Beuley, Authorized Member

**TENANT:**

**Charlotte Radiology, P.A.**, a North Carolina professional corporation

By: Mark Farmer  
Name: MARK FARMER  
Title: DIRECTOR