

NET OFFICE LEASE AGREEMENT

THIS NET OFFICE LEASE AGREEMENT (the “**Lease**”) dated June 11, 2021 (the “**Effective Date**”) is made and entered into by and between **NPC 4 LLC**, a Georgia limited liability company (“**Landlord**”) and **AMERICAN HEALTH IMAGING OF NEWNAN, LLC**, a Georgia limited liability company (“**Tenant**”).

1) BASIC LEASE INFORMATION.

- A) “**Building**” shall mean the building to be constructed by Landlord and located at 10 Mercantile Drive, Newnan, Georgia that is intended to contain approximately 11,190 rentable square feet. All square footage utilized in this Lease will be made in accordance with “Standard Method for Measuring Floor Area in Office Buildings”, published by the Secretariat, Building Owners and Managers Association International (ANSI/BOMA Z65.1-2017). Unless otherwise specifically designated, all references to square footage or square feet in this Lease are to rentable square footage or square feet. “**Land**” shall mean that certain parcel of land upon which the Building and related improvements are located and which is more particularly described in Exhibit “E” attached hereto and made a part hereof.
- B) “**Premises**” shall mean approximately 4,500 square feet of BOMA rentable area in the Building, known as Suite A and located on the first floor. The Premises are more particularly shown on Exhibit “A” as attached hereto and made a part hereof. Landlord and Tenant hereby acknowledge and agree that the exact rentable square footage has not been determined as of the date of this Lease. For illustration purposes, the Tenant’s Share, Base Rent, Tenant Improvement Allowance have been calculated using an estimated 4,500 of BOMA rentable square feet; provided, however, such amounts shall be adjusted accordingly based upon the actual rentable square footage set forth on the Space Plan approved by Landlord in accordance with this Lease.
- C) “**Term**” shall mean a period beginning on the Commencement Date (defined below) and ending at 11:59 P.M. on the last day of the calendar month that is one hundred twenty-two (122) months following the Commencement Date, as adjusted pursuant to the terms of this Lease, unless sooner terminated or extended as hereinafter provided.

2) DEFINITIONS.

- A) “**Calendar Year**” shall mean each and every 12-month period which occur in whole or in part during the Term of this Lease commencing on January 1 and ending on December 31.
- B) “**Common Areas**” shall mean all areas and facilities in the Building and Land that are provided and designated from time to time by Landlord for the general nonexclusive use and convenience of Tenant, Landlord and all other tenants of the Building and their respective employees, invitees, licensees, or other visitors, and may include without limitation the hallways, entryways, driveways, loading areas, and restroom facilities of the Building, and the walkways, parking, and landscaped areas associated with the Building.
- C) “**Insurance Premiums**” shall mean insurance premiums for insurance coverage on the Building or Common Areas and shall include all fire and extended coverage insurance on the Building and all liability insurance coverage on the Common Areas such as the grounds, sidewalks, driveways and parking areas related thereto, together with such other insurance coverages, including, but not limited to, rent interruption insurance, as are from time to time obtained by Landlord.

- D) **"Landlord"** as used in this Lease shall include the undersigned, its heirs, representatives, assigns and successors in title to the Premises.
- E) **"Operating Expenses"** shall mean collectively all Insurance Premiums, Real Estate Taxes, Other Taxes and the entire amount of all of Landlord's reasonable costs and expenses paid or incurred in operating, repairing, and maintaining the Common Areas in good condition and repair for a particular Calendar Year, and/or providing the services to the Premises as expressly set forth herein, including by way of illustration and not limitation, the following: all costs of managing, operating, maintaining and repairing the Building systems such as fire sprinkler systems and all other mechanical or electrical systems serving the Common Areas; costs in providing all forms of security, but only to the extent necessary for the normal ongoing operation of the Common Areas; actual supplier costs of utilities furnished to the Common Areas; costs for pest control in the Common Areas; license, permit and inspection fees associated with the ongoing operation and maintenance of the Common Areas; cost of furnishing water; stormwater discharge fees; repair costs; landscape maintenance costs; property management fees; administrative fees; supplies, costs, Building related employee wages and benefits payable for the management, maintenance and operation of the Common Areas, including, without limitation, maintenance and repair of the driveways, parking areas, curbs and sidewalk areas (including snow and ice removal), landscaped areas, drainage strips, sewer lines, exterior walls, foundation, roof, gutters and lighting; maintenance and repair costs, dues, fees and assessments incurred under any covenants or charged by any owners association; maintenance and repair costs as set forth in Section 10 below. The cost of any Operating Expenses that are capital in nature shall be amortized over the useful life of the improvement (as reasonably determined by Landlord), and only the annual amortized portion shall be included in the annual Operating Expenses.

Notwithstanding the foregoing, the following shall not be included as Operating Expenses: (a) any leasing, promotional or marketing or brokerage costs, fees, or commissions; (b) any cost of upfitting space for occupancy by tenants; (c) any amortization of principal or interest on account of any indebtedness or ground rents or any other amounts payable under any ground lease for the Building or Land; (d) any legal expenses arising out of any misconduct or gross negligence of Landlord or any person for which Landlord is responsible or arising out of any leasing, sale or financing of the Building or the Land or any part of either of them; (e) any costs incurred by Landlord to test, survey, clean up, contain, abate, remove or otherwise remedy any hazardous materials placed upon the Common Areas by or on behalf of Landlord; (f) the initial construction costs of the Building (including, without limitation, correction of construct defects); (g) repairs or other work occasioned by fire, windstorm or other insured casualty or hazard (except to the extent of any deductible amount carried by Landlord); (h) repairs or rebuilding necessitated by condemnation; (i) costs of special services (which shall not cover normal variations in repairs or the need for repairs) not rendered to tenants generally; (j) space planning fees and commissions; (k) tenant concessions and any other costs associated with the leasing or sale of the Building or Complex or any portion thereof; (l) Landlord's costs of any service sold to any tenant or occupant of the Building or Land for which Landlord is entitled to be reimbursed as an additional charge; (m) reserves for repairs, maintenance and/or replacements; (n) salaries or other compensation of any personnel who are above the grade of property manager; (o) expenses for repairs, replacements or improvements to the extent such expenses either (A) are reimbursed to Landlord by virtue of warranties from contractors or suppliers or (B) result by reason of deficiencies in design or workmanship (except conditions resulting from ordinary wear and tear); (p) any amounts paid to any person, firm or corporation related or otherwise affiliated with Landlord or any general partner, officer or director of Landlord or any of its general partners, to the extent same exceeds arms-length competitive prices paid in the applicable market area for the services or goods provided; (q) costs relating to maintaining Landlord's existence, either as a corporation, partnership, or other entity, such as trustees fees, annual fees, partnership or organization or administration expenses, deed recordation expenses, legal and accounting fees; (r) costs incurred due to Landlord's violation of any terms and conditions of any agreement or any law, ordinance or governmental rule or regulation in

effect as of the Commencement Date; (s) legal or accounting fees, costs and disbursements for negotiating leases or enforcing the lease obligations of other tenants in the Building or Complex; (t) any management fee in excess of four (4%) of the Base Rent and Operating Expenses derived from the Building; (u) any interest or penalties that are paid by Landlord relative to any late or delinquent payment made for expenses incurred in connection with the ownership, operation, maintenance and management of the Building; and (v) any amounts for real estate taxes, assessments or insurance (as such items are addressed separately in other provisions of this Lease).

- F) **“Other Taxes”** shall mean any and all taxes payable by Landlord (other than net income taxes and taxes included in Real Estate Taxes), which are levied by an applicable governmental authority, whether or not now customary or within the contemplation of Landlord and Tenant: (a) upon, measured by or reasonably attributable to the cost or value of Tenant’s equipment, furniture, fixtures and other personal property located in the Premises; (b) upon or measured by Rent; (c) upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises. Other Taxes shall not include any federal, state or local sales, use, franchise, succession, transfer, capital stock, inheritance, general income or profit tax calculated upon the Landlord’s net income, gift, or estate taxes. Tenant acknowledges that Other Taxes may increase during the Term.
- G) **“Parties”** shall include Landlord and Tenant.
- H) **“Real Estate Taxes”** shall mean the amount incurred or accrued during each calendar year according to generally accepted accounting principles for that portion of the following items that is allocable to the Building and Common Areas: all ad valorem real and personal property taxes and assessments, special or otherwise, levied upon or with respect to the Building, the personal property used in operating the Building, and the rents and additional charges payable by tenants of the Building, and imposed by any taxing authority having jurisdiction; all taxes, levies and charges which may be assessed, levied or imposed in replacement of, or in addition to, all or any part of ad valorem real or personal property taxes or assessments as revenue sources, and which in whole or in part are measured or calculated by or based upon the Building, the leasehold estate of landlord or the tenants of the Building, or the rents and other charges payable by such tenants; capital and place-of-business taxes, and other similar taxes assessed relating to the Common Areas; and any reasonable expenses incurred by Landlord in attempting to contest, reduce or avoid an increase in Real Estate Taxes, including, without limitation, reasonable legal fees and costs. Tenant acknowledges that Real Estate Taxes may increase during the Term and that if the Building or land, or both, are currently subject to a tax abatement program and such program ceases to benefit the Building or land, or both, during the Term, Real Estate Taxes will increase. Real Estate Taxes shall not include any federal, state or local sales, use, franchise, succession, transfer, capital stock, inheritance, general income or profit tax calculated upon the Landlord’s net income, gift, or estate taxes.
- I) **“Substantial Completion”** (or any grammatical variation thereof) of the Premises shall occur upon the date when all of the following requirements have been satisfied: (i) the issuance of a certificate of occupancy for the Premises, and (ii) all of the Tenant Improvements set forth in the Contract Specifications are complete, except for minor “punch list” items that will not, individually or in aggregate, prevent Tenant from performing occupying and utilizing the Premises for the purposes and use set forth herein.
- J) **“Square footage”** is defined as “rentable”. Rentable square footage is the total of the Premises which make up the Tenant’s suite.
- K) **“Tenant”** shall include the undersigned and its heirs, representatives, and successors, and if this Lease is validly assigned or sublet, shall also include Tenant’s assigns or subtenants covered by such assignment or sublease.

L) **“Tenant’s Share”** shall mean the percentage derived by dividing the rentable square footage of the Premises by the total rentable square footage of the Building, which Tenant and Landlord hereby acknowledge is anticipated to be 40.2%, subject to adjustment as set forth in Section 1(B) above.

3) **GRANTING CLAUSE.** In consideration of the obligation of Tenant to pay Rent (as defined below) as herein provided and in consideration of the other covenants, agreements, and stipulations hereof, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises, to have and to hold for the Lease Term, subject to the terms, covenants, and conditions of this Lease. No easement for light or air is granted hereunder. Landlord excepts and reserves exclusively to itself any and all rights not specifically granted to Tenant under this Lease. In addition to the interest in the Premises demised to Tenant under this Lease, Landlord hereby grants Tenant a nonexclusive right, for so long as this Lease is in full force and effect, to use the Common Areas, as hereinafter defined, of the Building in common with others entitled to use the Common Areas, including Landlord and other tenants of the Building, their respective employees, invitees and other persons authorized by Landlord, subject to the terms and conditions of this Lease, including any and all rules and regulations promulgated by Landlord in accordance with the terms of this Lease. Landlord may at any time and from time to time change the size, use, shape, configuration or nature of any portion of the Common Areas, relocate the Common Areas and/or suspend the use of the Common Areas to permit the making of alterations, repairs or renovations or, as may be legally necessary to prevent the accrual of public right, so long as change to the Common Areas does not (i) permanently deprive Tenant of the substantial benefit and enjoyment of the Premises, or (ii) materially and adversely affect Tenant’s ability to occupy and utilize the Premises for the purposes and use set forth herein.

4) **COMMENCEMENT.** Tenant shall have and hold the Premises for the **“Lease Term”** that commences, subject to Landlord Delay and Force Majeure, upon the later of (i) June 1, 2022, (ii) commencement of Tenant’s business operations at the Premises, or (iii) the one hundred fiftieth (150th) day following the date Landlord delivers possession of the Premises to Tenant with Landlord’s Work (as defined in Section 8) substantially completed in accordance with the terms of this Lease (the **“Commencement Date”**), and ends at midnight on the last day of the one hundredth (120th) full calendar month following the Commencement Date (the **“Termination Date”**). The term **“Lease Year”**, as used herein, shall mean the twelve (12) month period commencing on the Commencement Date, or, if the Commencement Date is not on the first day of a calendar month, commencing on the first day of the first calendar month following the Commencement Date, and each successive twelve (12) month period thereafter during the Lease Term. Unless sooner terminated or extended in accordance with the terms hereof, this Lease shall terminate at 12:00 a.m. on the Termination Date without the necessity of any notice from either Landlord or Tenant to terminate the same. Issuance of a final certificate of occupancy for the Building shell or a conditional certificate of occupancy for the Building shell allowing Tenant to prepare the Premises for Tenant’s use shall be conclusive evidence of substantial completion as that term is used in this Paragraph 2(a).

(a) Promptly following the Commencement Date, Tenant shall execute Tenant Acceptance Letter in substantially the form attached hereto as **Exhibit “D”** and made a part hereof, acknowledging, among other things, the Commencement Date of this Lease, and that Tenant has accepted the Premises, subject to Landlord’s obligations set forth in this Lease. Regardless of whether or not Tenant executes the Tenant Acceptance Letter, if Tenant takes possession of and occupies the Premises, Tenant shall be deemed to have accepted the Premises and that the condition of the Premises and the Building was at the time of such acceptance satisfactory and in conformity with the provisions of this Lease in all respects, subject to Landlord’s obligations, if any.

(b) As used in this Lease, the phrase **“Tenant Possession Date”** shall mean the later of: (i) the date on which Landlord delivers the Premises with Landlord’s Work completed to Tenant for Tenant’s

completion of the Tenant Improvements referenced in **Exhibit "B-1"**; and (ii) the date on which Landlord issues its final approval of Tenant's plans for the Tenant Improvements; and (iii) the date on which Landlord approves Tenant's list of Approved Contractors (as defined in Exhibit "B-1"). Tenant shall be deemed to have accepted the Premises on the Tenant Possession Date, whether or not actual physical possession is made by Tenant. Tenant will deliver to Landlord a copy of the issued certificate of occupancy for the Premises within ten (10) business days of its issuance.

(c) Landlord estimates that the Tenant Possession Date will occur on December 1, 2021 (the "Target Tenant Possession Date"), and Landlord shall use commercially reasonable, diligent efforts to ensure that the Tenant Possession Date does occur on or before the Target Tenant Possession Date. If the Tenant Possession Date does not occur by the date that is thirty (30) days after the Target Tenant Possession Date, then Tenant shall be entitled to receive one (1) day of abated Base Rent for each day after the Target Tenant Possession Date until the Tenant Possession Date. Additionally, if the Tenant Possession Date does not occur by the date that is one hundred fifty (150) days after the Target Tenant Possession Date, Tenant shall have the right to terminate this Lease by providing Landlord with written notice thereof at any time before the actual Tenant Possession Date.

5) RENTAL AND COVENANTS TO PAY RENT.

A) **Base Rent.** Commencing on the Commencement Date and continuing throughout the Term, Tenant agrees to pay Landlord "**Base Rent**" according to the following provisions. Base Rent during the Term will be payable in monthly installments in the amount specified as set forth below, in advance, on or before the first day of each and every month during the Term to Landlord at 1100 Commerce Drive, Suite A-1, Peachtree City, GA 30269 or at such other place as Landlord may designate in writing without demand, deduction or set-off. However, if the Term commences on other than the first day of a month, Base Rent for such month will be appropriately prorated.

Time Period	Base Rent Rate/PSF	Monthly Base Rent
Months 1-2	\$0.00	\$0.00
Months 3 -12	\$25.00	\$9,375.00
Months 13 - 24	\$25.63	\$9,609
Months 25 - 36	\$26.27	\$9,850
Months 37 - 48	\$26.92	\$10,096
Months 49 - 60	\$27.60	\$10,348
Months 61 - 72	\$28.29	\$10,607
Months 73 - 84	\$28.99	\$10,872
Months 85 - 96	\$29.72	\$11,144
Months 97-108	\$30.46	\$11,423
Months 109-120	\$31.22	\$11,708
Months 121-122	\$32.00	\$12,001

Rent Abatement: Rent, as defined below, for the first two (2) months of the Term shall be abated.

B) **Additional Rent.** In addition to the payment of Base Rent, Tenant agrees to pay Landlord, as Additional Rent, the Tenant's Share of the Operating Expenses estimated at \$6.00 per square foot or \$2,250.00 per

month beginning on the Commencement Date. Base Rent and Additional Rent are sometimes collectively referred to herein as “**Rent**”.

- C) Estimated Payments. Prior to or as soon as practicable after the beginning of each Calendar Year subsequent to the year in which the Term commences (or prior to the Commencement Date in the case of the Calendar Year in which the Term commences), Landlord will notify Tenant of Landlord’s estimate of Tenant’s Share of Operating Expenses for the ensuing Calendar Year. On or before the first day of each month during the ensuing Calendar Year, Tenant will pay to Landlord as Additional Rent, in advance, 1/12th of such estimated amounts, provided that until such notice is given with respect to the ensuing Calendar Year, Tenant will continue to pay on the basis of the prior Calendar Year’s estimate until the month after the month in which such notice is given. In the month Tenant first pays based on Landlord’s new estimate, Tenant will pay to Landlord 1/12th of the difference between the new estimate and the prior year’s estimate for each month which has elapsed since the beginning of the current Calendar Year. If at any time or times it appears to Landlord that Tenant’s Share of Operating Expenses for the then-current Calendar Year will vary from Landlord’s estimate by more than 5%, Landlord may, by notice to Tenant, revise its estimate for such year and subsequent payments by Tenant for such year will be based upon the revised estimate.
- D) Annual Settlement. As soon as practicable after the close of each Calendar Year during the Term, and in any event, no later than one hundred twenty (120) days after the end of each Calendar Year, Landlord will deliver to Tenant its statement of Tenant’s Share of Operating Expenses for such Calendar Year, together with reasonable evidence confirming amount, breakdown and nature the Operating Expenses. If on the basis of such statement Tenant owes an amount that is less than the estimated payments previously made by Tenant for such Calendar Year, Landlord will, in its sole discretion, either refund such excess amount to Tenant or credit such excess amount against the next payment(s), if any, due from Tenant to Landlord. If on the basis of such statement Tenant owes an amount that is more than the estimated payments previously made by Tenant for such Calendar Year, Tenant will pay the deficiency to Landlord within thirty (30) days after the delivery by Landlord of such statement. If this Lease commences on a day other than the first day of a Calendar Year or terminates on a day other than the last day of a Calendar Year, Tenant’s Share of Operating Expenses applicable to the Calendar Year in which such commencement or termination occurs will be prorated on the basis of the number of days within such Calendar Year that are within the Term. Delay by Landlord in providing to Tenant any statement as contemplated herein shall not relieve Tenant from the obligation to pay any Operating Expenses upon the rendering of such statement. Tenant or its representative shall have the right to examine Landlord’s books and records with respect to Operating Expenses during normal business hours at any time within one hundred and eighty (180) days following the furnishing by Landlord to Tenant of such statement referenced above. Landlord also agrees to make available, upon request, such books and records in electronic format that can be sent to Tenant via email. In the event Tenant’s examination of Landlord’s books and records reveals an error in Landlord’s computation of the amount owed by Tenant which resulted in an overpayment by Tenant, Tenant shall notify Landlord and provided Landlord agrees with Tenant’s determination Landlord shall, within thirty (30) days after being notified of such error, reimburse the amount of such overpayment to Tenant. In the event Tenant’s audit of Landlord’s books and records reveals an error in Landlord’s computation of the amount owed by Tenant which results in an overpayment by Tenant for any relevant year of an amount which is greater than five percent (5%) of the amount which Tenant is determined to have actually owed, Landlord shall promptly reimburse Tenant for the reasonable costs expended by Tenant in performing such audit not to exceed \$2,500 in the aggregate. In the event Tenant’s examination of Landlord’s books and records reveals an error in Landlord’s computation of the amount owed by Tenant which resulted in an underpayment by Tenant, Tenant shall, within thirty (30) days thereafter pay the amount of the underpayment to Landlord. In the

event Landlord disagrees with Tenant's determination of the actual amount of Operating Expenses, Landlord and Tenant shall reasonably work together to resolve such disagreement.

- E) Final Payment. Tenant's obligation to pay the Additional Rent provided for in this Paragraph which is accrued but not paid for periods prior to the expiration or early termination of the Term will survive such expiration or early termination. Prior to or as soon as practicable after the expiration or early termination of the Term, Landlord may submit an invoice to Tenant stating Landlord's estimate of the amount by which Tenant's Share of Operating Expenses through the date of such expiration or early termination will exceed Tenant's estimated payments of Additional Rent for the Calendar Year in which such expiration or termination has occurred or will occur. Tenant will pay the amount of any such excess to Landlord within thirty (30) days after the date of Landlord's invoice. This Section E shall survive the expiration or earlier termination of this Lease, and Landlord shall promptly refund to Tenant any amount paid by Tenant pursuant to this Section E, based on estimates, which is in excess of the actual Additional Rent payable to Landlord or Tenant shall promptly pay Landlord any underpayment of the actual Additional Rent payable to Landlord.
- 6) **LATE CHARGES.** Other remedies for nonpayment of Rent notwithstanding, and if any payment of Rent is made on or after the sixth (6th) day of the month, a late charge equal to the greater of four percent (4%) of the monthly Rent or One Hundred Dollars (\$100.00) will be due as Additional Rent. Tenant agrees to tender all late Rent by cashier's check, certified check, or money order. In the event Tenant's Rent check is dishonored by the bank, Tenant agrees to pay Landlord fifty dollars (\$50.00) as a handling charge and, if applicable, the late charge, and Tenant shall deliver said monies to Landlord as set forth herein. Dishonored checks must be replaced by cashier's check, certified check or money order. In the event more than one check is dishonored, Tenant agrees to pay all future Rent and charges in the form of cashier's check, certified check, or money order. Any amounts payable to Landlord under this Lease shall be considered past due thirty (30) days from Landlord's billing date and Tenant shall pay a monthly service charge of five percent (5%) of the amount past due for that and each subsequent month that the amount remains past due. The Parties agree that such charges represent a fair and reasonable estimate of the costs the Landlord will incur by reason of such late payment and/or returned check. The provision for such late charge and/or returned check fee shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as a penalty.
- 7) **ADVANCE RENT.** On the date of execution of this Lease by Tenant, Tenant will pay to Landlord the first full month's Base Rent plus Additional Rent in the amount \$11,813.00 (as may be adjusted pursuant to Section 1.B).
- 8) **ACCEPTANCE OF PREMISES.**
- A) Landlord's Obligations. Landlord shall construct the Building shell along with site work and other certain improvements, in accordance with the Base Building Specifications ("**Base Building Specifications**") attached to this Lease as Exhibit "B-2" and made a part hereof (the "**Landlord's Work**"). The terms and conditions regarding the Tenant Improvement Allowance and the process by which Landlord will provide for the Tenant Improvement Allowance are set forth in the "**Work Letter**" attached to this Lease as Exhibit "B-1" attached hereto and made a part hereof.
- B) Letter of Understanding. Promptly following the Commencement Date, Tenant shall execute the **Tenant Acceptance Agreement** in substantially the form attached hereto as Exhibit "D" and made a part hereof, acknowledging (a) the Commencement Date of this Lease, and (b) the Expiration Date of this Lease.

9) REPAIRS BY TENANT AND REMOVAL OF IMPROVEMENTS AND ALTERATIONS UPON TERMINATION.

- A) Tenant will take good care of the Premises and the fixtures and appurtenances therein, and shall maintain, repair and replace all specialty lighting, ballast and/or bulbs in the Premises; and Tenant shall, at Tenant's expense, but under the direction of Landlord, promptly repair any damage to the Premises, the Building or Common Areas caused by the misuse or neglect thereof, or by persons permitted on the Premises by Tenant, or Tenant moving in or out of the Premises. Tenant shall prepare the Premises for inclement/freezing temperature by leaving faucets dripping and keeping the heat (set at reasonable temperature) on days and nights of freezing temperatures occurring and/or forecasted where the Building is located.
- B) Tenant will not, without Landlord's written consent, make or allow to be made (except as otherwise provided in this Lease) any alterations, additions or improvements in or about the Premises and will not do anything to or on the Premises which will increase the rate of fire insurance on the Building. Except as otherwise expressly provided in the Base Building Specifications attached hereto, all furnishing, equipping, and improving of or other alteration and addition to the Premises (collectively, "Alterations") shall be (i) made at Tenant's sole cost, risk and expense, (ii) performed in a prompt, good and workmanlike manner with labor and materials of such quality as Landlord may reasonably require, (iii) prosecuted diligently and continuously to completion so as to minimize interference with the normal business operations of other tenants in the Building.
- C) All alterations, additions or improvements (including but not limited to carpets, window treatments, and window treatment hardware) made or installed by Tenant to the Premises, but excluding all of Tenant's personal property, medical equipment and trade fixtures installed in the Premises, shall become the property of Landlord at the expiration of the Term of this Lease, or any extensions or renewals thereof. Tenant shall have the right, but not the obligation, to remove any improvements, additions or voice or data cabling or other low voltage wiring made to the Premises by Tenant or for Tenant's benefit; Tenant further agrees to do so prior to the expiration of the Term or within thirty (30) days after notice from Landlord, whichever shall be later, provided that Landlord give such notice no later than thirty (30) days after expiration of the Term of this Lease, or any extensions or renewals thereof.
- D) No later than the last day of the Term, Tenant will remove all of Tenant's personal property, medical equipment and trade fixtures and repair all damage done by or in connection with the installation or removal of said property and will surrender the Premises (together with all keys to the Premises) in as good a condition as existed at the beginning of the Term, reasonable wear and tear, damage by fire, the elements or casualty excepted. All property of Tenant remaining on the Premises after expiration of the Term shall be deemed conclusively abandoned and may be removed by Landlord, and Tenant shall reimburse Landlord for the cost of such removal, subject, however, to Landlord's right to require Tenant to remove any improvements or additions made to the Premises by Tenant pursuant to this Lease.
- E) In doing any work of any nature in, to or about the Premises, Tenant will use only contractors or workmen approved by Landlord which approval shall not be unreasonably withheld, conditioned or delayed.

Tenant has no express or implied authority to create or to place any lien or encumbrance of any kind upon, or in any manner to bind the interest of Landlord or Tenant in the Premises or Building, or to charge the Rent payable hereunder for any claim in favor of any person dealing with Tenant, including without limitation those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises

and that it will save and hold harmless Landlord from all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the interest of Landlord in the Premises or under this Lease. Tenant shall give Landlord immediate written notice of the placing of any lien or encumbrance against the Premises and cause such lien or encumbrance to be discharged within ten (10) days of the filing or recording thereof; provided, however, Tenant may contest such liens or encumbrances as long as such contest prevents foreclosure of the lien or encumbrance and Tenant causes such lien or encumbrance to be bonded or insured over in a manner satisfactory to Landlord within such ten (10) day period.

- F) Notwithstanding the foregoing, nothing herein shall be deemed to require Landlord's consent for decorative alterations such as installation of wall coverings, carpet, hanging of paintings, prints and other wall hangings, painting of walls or similar alterations affecting only the interior of the Premises.

10) REPAIRS AND MAINTENANCE OF THE BUILDING BY LANDLORD. Landlord shall provide for the cleaning, repair and maintenance of the Common Areas and the Building (other than premises leased to tenants). Unless otherwise expressly stipulated herein, Landlord shall not be required to make any improvements or repairs of any kind or character on the Premises during the Term of this Lease, except repairs to the exterior walls, roof and other structural elements (including the foundation) and equipment of the Building, and such additional maintenance as may be necessary because of damage by persons other than Tenant, its brokers, employees, invitees or visitors. Except as otherwise caused by Landlord or its employees, agents or contractors, Landlord shall not be liable to Tenant for losses due to theft or burglary or for damages done by unauthorized persons on the Premises.

11) USE. Tenant shall use the Premises only for a medical office providing and performing outpatient imaging services, including, CT and MRI services, and for all lawful activities normally incidental thereto and related to the conduct of Tenant's business, but for no other purposes. Tenant shall use the Premises for no other business or purpose without the prior written consent of Landlord. Tenant shall not use or occupy the Premises, or permit the Premises to be used or occupied, in violation of any ordinance, law or regulation of any governmental body (collectively "**Law(s)**"), or in any manner which would vitiate or increase the premium charged for insurance on the Premises or the Building or that would cause damage to the Building, or that would constitute a public nuisance, or that would unreasonably disturb the quiet enjoyment of the other tenants of the Building.

12) BUILDING SERVICES AND UTILITIES.

- A) Cessation of Services. Landlord shall in no way be liable for cessation of any electrical, natural gas, telephone or data services caused by strike, accident or reasonable breakdown, for damages resulting from any of the fixtures or equipment in the Building being out of repair, for injury to person or damage to property, caused by any defects in the electrical equipment, heating, ventilating and air conditioning system, water apparatus, or for any damages arising out of failure to furnish the services enumerated in this Lease (collectively a "**Service Failure**"), unless caused by the gross negligence or intentional misconduct of Landlord, its agents, contractors or employees. The occurrence of a Service Failure (not caused by Landlord) shall not give rise to an abatement of Rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement; provided, however, nothing herein shall be construed or interpreted as a waiver of any of Tenant's rights under applicable with respect to a constructive eviction. However, if the Premises, or a material portion of the Premises, are made untenantable for a period in excess of three (3) consecutive business days as a result of a Service Failure (but not caused by Landlord) that is reasonably within the control of Landlord to correct, then Tenant, as its sole remedy, shall be entitled to receive an abatement of Rent payable hereunder during the period beginning on the fourth (4th)

consecutive Business Day of the Service Failure and ending on the day the service has been restored, unless such Service Failure has been caused by or results from a Default by Tenant or the gross negligence or willful misconduct of Tenant, any Tenant Related Parties (defined hereinafter), or the agents, servants, employees or contractors of any thereof. If the entire Premises have not been rendered untenable by the Service Failure, the amount of abatement shall be equitably prorated.

- B) Telephone and other Utilities. Tenant shall install and pay for its own electricity, voice and data cabling, telephone and data services and other utility services not specifically contemplated by this Lease.
- C) Parking. For so long as this Lease is in full force and effect and Tenant is not in default hereunder beyond any applicable notice and cure period, Landlord shall make available to Tenant its pro-rata share of Common Area parking spaces on an unassigned, nonexclusive basis. Such pro-rata share for each rentable square foot of Building space shall be determined by dividing the total number of available Common Area parking spaces by the total rentable square feet in the Building. Landlord, at its sole discretion, shall have the unrestricted right to change, from time to time, the number of Common Area parking spaces. Tenant may not use additional parking spaces without the prior written consent of Landlord. Tenant shall not interfere, nor permit its agents, employees, contractors, invitees or licensees to interfere with the rights of Landlord and others entitled to use the parking areas. All parking facilities furnished by Landlord shall be subject to the reasonable control and management of Landlord, who may, from time to time (i) establish, modify and enforce reasonable rules and regulations with respect thereto, (ii) change or reconfigure the parking facilities, (iii) construct or repair any portion thereof, and/or (iv) assign parking spaces in designated areas.

13) DESTRUCTION OF OR DAMAGE TO THE PREMISES. If the Premises are made untenable in whole or in part by fire or other casualty to the Premises (collectively, "**Casualty**"), the Rent due under this Lease, until repairs shall be made or this Lease is terminated as hereinafter provided, shall be apportioned on a per diem basis and prorated according to the part of the Premises which is usable by the Tenant, if, but only if, such fire or other casualty was not caused by the fault or negligence of the Tenant, its contractors, invitees, brokers or employees. If such damage shall be so extensive that the Premises cannot be restored by the Landlord within a period of three hundred sixty-five (365) days (as evidenced by a written notice from Landlord to Tenant), then either party shall have the right to cancel this Lease by notice to the other given at any time within thirty (30) days after the date of such damage. If this Lease is not so terminated, the Landlord will promptly and diligently, subject to reasonable delays for insurance adjustment or other matters beyond Landlord's reasonable control, restore the Premises to substantially the same condition that existed prior to the Casualty, except for modifications required law. Such restoration shall be made at Landlord's expense except that upon notice from Landlord. Tenant shall assign or endorse over to Landlord (or to any party designated by Landlord) all property insurance proceeds payable to Tenant under Tenant's Insurance with respect to any Tenant Improvements, including without limitation alterations, performed by or for the benefit of the Tenant.

14) RULES AND REGULATIONS. Tenant will faithfully observe and comply with the "Rules and Regulations" in Exhibit "C" attached hereto and made a part hereof, and such further reasonable rules and regulations as Landlord may prescribe, on written notice to Tenant, for the safety, care and cleanliness of the Building, and the comfort, quietness and convenience of other occupants of the Building; it is expressly, provided, however that all rules and regulations shall be applied uniformly to all tenants of the Building, and that if there is any conflict between any rules and regulations promulgated by Landlord, and the terms of this Lease, the terms of this Lease shall be controlling.

15) EVENTS OF DEFAULT. The happening of any one or more of the following events (hereinafter any one of which may be referred to as an “**Event of Default**”) during the Term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant:

- A) Tenant fails to pay Base Rent, Additional Rent or any other amounts due under the terms and conditions of this Lease when due as provided for herein and not cured within five (5) business days after receipt of written notice of such delinquency from Landlord (“**Monetary Default**”); provided, however Landlord shall not have to give more than two (2) notices of Monetary Default in any given twelve (12) month period;
- B) Tenant fails to comply with or abide by and perform any obligation imposed upon Tenant under this Lease other than a failure constituting a Monetary Default, and such failure continues for a period of thirty (30) calendar days following written notice from Landlord to Tenant of said failure provided, however, if Tenant’s failure to comply cannot be reasonably necessary to cure the failure so long as Tenant begins the cure with thirty (30) days and diligently pursues the cure to completion.
- C) Tenant is adjudicated bankrupt or files for bankruptcy protection;
- D) A permanent receiver is appointed for Tenant’s property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal;
- E) Tenant either voluntarily or involuntarily takes advantage of any debt or relief proceedings under the present or future law, whereby the Rent or any part thereof is, or is proposed to be reduced or payment thereof deferred;
- F) Tenant makes an assignment for benefit of creditors;
- G) Tenant’s effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof; or
- H) Tenant permits a Transfer (defined hereinafter) without Landlords consent, as required pursuant to the terms and conditions of this Lease.

16) LANDLORD’S REMEDIES UPON AN EVENT OF DEFAULT. Upon the occurrence of an Event of Default, Landlord, in addition to any and all other rights or remedies it may have at law or in equity, shall have the option of pursuing any one or more of the following remedies:

- A) Landlord may terminate this Lease by giving written notice of termination, in which event this Lease shall expire and terminate as of the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the Term of this Lease, and all rights of Tenant under this Lease and in and to the Premises shall expire and terminate, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination and Tenant shall surrender the Premises to Landlord on the date specified in such notice;
- B) Landlord may terminate this Lease as set forth herein and recover from Tenant all damages Landlord may incur by reason of Tenant’s defaults, including, without limitation, all future amounts as and when they would otherwise come due hereunder

- C) Landlord may terminate this Lease as set forth herein and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including, without limitation, a sum which, at the date of such termination, represents the then value of the excess, if any, of (i) the monthly Base Rent and additional Rent for the period commencing with the day following date of such termination and ending with the date hereinbefore set for the expiration of the full Term hereby granted, over (ii) the aggregate reasonable rental value of the Premises (less reasonable brokerage commissions, attorney's fees and other costs relating to the reletting of the Premises) for the same period, all of which excess sum shall be deemed immediately due and payable;
- D) Landlord may, from time to time without terminating this Lease, and without releasing Tenant in whole or in part from Tenant's obligation to pay monthly Base Rent and Additional Rent and perform all of the covenants, conditions and agreements to be performed by Tenant as provided in this Lease, make such alterations and repairs as may be necessary in order to relet the Premises, and, after making such alterations and repairs, Landlord may, but shall not be obligated to, relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term of this Lease) at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable or acceptable; upon each reletting, all rentals received by Landlord from such reletting shall be applied first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorneys' fees, and of costs of such alterations and repairs; third, to the payment of the monthly Base Rent and Additional Rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied against payments of future monthly Base Rent and Additional Rent as the same may become due and payable hereunder, in no event shall Tenant be entitled to any excess rental received by Landlord over and above charges that Tenant is obligated to pay hereunder, including monthly Base Rent and Additional Rent; if such rental received from such reletting during any month is less than those to be paid during the month by Tenant hereunder, including monthly Base Rent and Additional Rent, Tenant shall pay any such deficiency to Landlord, which deficiency shall be calculated and paid monthly; Tenant shall also pay Landlord in connection with such reletting and in making any alterations and repairs which are not covered by the rentals received from such reletting; notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.
- E) Landlord may exercise any other right or remedy, legal or equitable, available under the terms of this Lease or applicable law. In all events, notwithstanding anything herein to the contrary, Landlord shall use commercially reasonable efforts to mitigate its damages; provided, however, in undertaking such obligations under this Lease Landlord shall not have to give preference to leasing the Premises over other vacant space owned or controlled by Landlord.

17) LANDLORD'S DEFAULT AND TENANT'S REMEDIES. Landlord shall be in default if Landlord fails to perform any term, condition, covenant or obligation required under this Lease, for a period of thirty (30) days after written notice thereof from Tenant to Landlord; provided, however, that if the term, condition, covenant or obligation to be performed by Landlord is such that it cannot reasonably be performed within thirty (30) days, such default shall be deemed to have been cured if Landlord commences such performance within said thirty-day period and thereafter diligently undertakes to complete the same. Upon the occurrence of any such default, Tenant may sue for injunctive relief or to recover damages for any loss directly resulting from the breach, and Tenant's only other remedy shall be the enforcement of the violated provision. In no event, however, shall Landlord be liable for any consequential or punitive damages, nor shall Tenant be entitled to withhold, offset or abate any sums due without having prevailed in litigation against Landlord as provided above.

18) EXCULPATION OF LANDLORD. ANY LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD) UNDER THIS LEASE OR ARISING OUT OF THE RELATIONSHIP BETWEEN LANDLORD AND TENANT SHALL BE LIMITED SOLELY TO LANDLORD'S INTEREST IN THE BUILDING AND LAND, AND IN NO EVENT SHALL ANY PERSONAL LIABILITY BE ASSERTED AGAINST LANDLORD NOR ANY JOINT VENTURES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES OR SHAREHOLDERS OF OR IN LANDLORD.

19) ASSIGNMENT AND SUBLETTING.

- A) Limitation. Except in connection with a Business Transfer (defined below) Tenant shall not, without the prior written consent of Landlord, which shall not be unreasonably withheld, assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant (collectively or individually, a **"Transfer"**).
- B) Notice of Proposed Transfer. If Tenant desires to enter into any Transfer of this Lease, Tenant will first give Landlord written notice of the proposed Transfer, which notice will contain the name and address of the proposed transferee, the proposed use of the Premises, statements reflecting the proposed transferee's current financial condition and income and expense for the last two (2) years, and the principle terms of the proposed Transfer.
- C) Payment to Landlord. Tenant shall pay Landlord 50% of all base rent that Tenant receives as a result of a Transfer that is in excess of the Base Rent payable to Landlord for the portion of the Premises and Terms covered by the Transfer, although when determining such excess rent and other consideration, Tenant may deduct from the excess, on a straight-line basis monthly during the months of the Term covered by such Transfer, all reasonable and customary expenses directly incurred by Tenant attributable to the Transfer.
- D) Permitted Transfers. Tenant may Transfer this Lease to a successor to Tenant by merger, consolidation or the purchase of substantially all of Tenant's assets or Transfer this Lease to an Affiliate (defined below) (each, a **"Permitted Transferee"**), without consent of Landlord, provided that all of the following conditions are satisfied (a **"Business Transfer"**): (a) Tenant must not be in default; and (b) Tenant must give Landlord written notice at least ten (10) business days before the effective date of such Transfer (unless prior notice cannot be provided due to confidentiality reasons, in which event such written notice shall be provided within ten (10) days after the effective date of such Transfer). Tenant's notice to Landlord shall include information and documentation evidencing the Business Transfer and showing that each of the above conditions has been satisfied. If requested by Landlord, Tenant's successor shall sign a commercially reasonable form of assumption agreement. **"Affiliate"** shall mean an entity controlled by, controlling under common control with Tenant.
- E) Effect of Transfers. Consent to any assignment or sublease shall not impair this provision and all later assignment or subleases shall be made likewise only on the prior written consent of Landlord. The assignee of Tenant, at the option of Landlord, shall become liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder unless Landlord agrees to the contrary in writing. Acceptance of Rent by Landlord from any person other than Tenant will not be deemed a waiver by Landlord of any provision of this Lease.

20) EMINENT DOMAIN. If all or any part of Premises or the land on which Building stands or any estate therein are taken by virtue of eminent domain or conveyed or leased in lieu of such taking, this Lease shall expire on the date when title shall vest, or the term of such lease shall commence, and any Rent paid for any period beyond said date shall be repaid to Tenant. The widening of streets abutting the land, on which the

Building stands shall not affect this Lease, provided no part of the Building is so taken. In the event of any such taking or private purchase in lieu thereof, Landlord and Tenant shall each be entitled to receive and retain such separate awards and/or portion of lump sum awards as may be allocated to their respective interests in any condemnation proceedings; provided that Tenant shall not be entitled to receive any award for Tenant's loss of its leasehold interest, the right to such award being hereby assigned by Tenant to Landlord, but Tenant shall be entitled to a claim as may be available to Tenant for the taking of Tenant's personal property (including fixtures paid for by Tenant) and Tenant's relocation costs, to the extent that such claim is payable separately to Tenant and does not diminish the award available to Landlord or any lender.

21) LANDLORD'S ENTRY OF PREMISES. Landlord may enter the Premises to inspect, show or clean the Premises or to perform or facilitate the performance of repairs, alterations or additions to the Premises or any portion of the Building. Except in emergencies or to provide Building services, Landlord shall provide Tenant with reasonable prior verbal or written notice of entry and shall use reasonable efforts to minimize any interference with Tenant's use of the Premises. If reasonably necessary, Landlord may temporarily close all or a portion of the Premises to perform repairs, alterations and additions. However, except in emergencies, Landlord will not close the Premises if work can reasonably be completed on weekends or after Building Service Hours.

22) SIGNAGE. Landlord shall place Building standard signage for Tenant, at Tenant's sole cost, on the Building suite signage outside the Premises. Tenant shall have the right, subject to Landlord approval, and at Tenant's sole cost and expense, to have a placard inserted by Landlord onto the Building monument sign located on the Property, which shall at all times be subject to all private restrictive covenants and applicable governmental ordinances, restrictions or regulations. Landlord and Tenant shall work together in good faith in connection with the installation of Tenant's placard on the monument sign located on the Property. For the avoidance of doubt, Landlord, at Landlord's cost (subject to inclusion in Operating Expenses), shall be responsible for the maintenance and repair of the monument sign located on the Property.

23) FAÇADE SIGNAGE. Provided Tenant is operating its business in the Premises (as further defined in Section 23(g) below), Landlord hereby grants to Tenant the right to install and maintain, all at Tenant's sole cost and expense, one (1) corporate identification sign (the "**Building Facade Sign**") on the exterior facade of the Building, upon and subject to all of the following terms and conditions, including the equal rights of the co-tenant:

(a) The precise location of the Building Facade Sign shall be subject to the prior written approval of Landlord in Landlord's sole discretion (the approved area is herein referred to as the "**Building Facade Sign Area**").

(b) The exact design, weight, size, color, lettering, and manner of installation and illumination, if any, of the Building Facade Sign shall be subject to the prior written approval of Landlord and the City of Fayetteville. Tenant shall deliver to Landlord, Tenant's plans and specifications for the installation of the Building Facade Sign for review and approval by Landlord not less than thirty (30) days prior to commencing installation of the Building Facade Sign. The Building Facade Sign shall be installed in strict compliance with the plans and specifications approved by Landlord, and the installation shall be performed by contractors approved by Landlord. Landlord makes no representations and/or warranties regarding whether or not the City of Fayetteville will consent to and/or the Building Facade Sign.

(c) Tenant shall, at its sole cost and expense, obtain any and all governmental (including, but not limited to, the City of Newnan) permits or licenses required for the installation, repair, maintenance, operation and removal of the Building Facade Sign and shall provide Landlord with evidence thereof. Tenant's installation, repair, maintenance, operation and removal of the Building Facade Sign shall be subject to and

performed in accordance with the terms and conditions of this Lease and all applicable legal requirements in effect from time to time. Tenant shall, at its sole cost and expense, and at its sole risk, install and maintain the Building Facade Sign in a first-class manner, and in compliance with all applicable legal requirements, including, but not limited to, all building, electric, communications, and safety codes, ordinances, standards, regulations and requirements of any governmental authority. Tenant shall conduct the installation and maintenance of the Building Facade Sign in a good and workmanlike manner. In no event shall the installation or operation of the Building Facade Sign damage Building or any portion thereof, or interfere with the maintenance of Building or any system serving Building, or in any manner invalidate any existing warranties on Building or on any improvements to Building.

(d) The Building Facade Sign installed shall be and remain the property of Tenant, and Tenant shall, prior to the expiration or termination of this Lease and/or immediately following Tenant's receipt of written notice as set forth in subsection (g) below, remove the Building Facade Sign (including all installation and anchoring hardware) installed in the Building Facade Sign Area and elsewhere in or upon Building, and surrender the Building Facade Sign Area in substantially the same condition existing prior to the installation of the Building Facade Sign, normal wear and tear and casualty excepted. Tenant shall be liable for, and shall promptly reimburse Landlord for, the cost of repairing all damage done to the Building Facade Sign Area or to any other portion of Building by such removal, including filling and sealing any holes or cavities left by the removal of installation or anchoring hardware. Any such repairs made by Tenant shall be subject to Landlord's approval.

(e) Landlord shall not be liable to Tenant for any stoppages or shortages of electrical power furnished to the Building Facade Sign or to the Building Facade Sign Area because of any act, omission or requirement of the public utility serving Building, or the act or omission of any other tenant, licensee or contractor of Building, or for any other cause beyond the reasonable control of Landlord, and Tenant shall not be entitled to any rental abatement for any such stoppage or shortage of electric power.

(f) Tenant shall, at Tenant's expense, be solely responsible throughout the Term for maintaining, servicing and repairing the Building Facade Sign and for repairing any damage to Building or any systems or equipment serving Building caused by the Building Facade Sign or by any act, negligence or misconduct of Tenant, Tenant's employees, agents or contractors, while installing, using, servicing, repairing, maintaining or removing the Building Facade Sign. Tenant shall protect, defend, indemnify and save Landlord and its officers, directors, mortgagees, agents, employees, other tenants, licensees and invitees harmless from and against any and all obligations, costs (including costs of litigation and attorneys' fees), expenses, claims, damages and liabilities of any nature whatsoever arising out of or in connection with the existence, installation, construction, operation, repair, maintenance and/or removal of the Building Facade Sign.

(g) Notwithstanding anything to the contrary contained herein, in the event Tenant ceases operating its business in the Premises in excess of one hundred twenty (120) consecutive days (for reasons other than casualty, condemnation, or force majeure event(s)), then, at Landlord's option upon written notice to Tenant, Tenant's right to the Building Facade Sign shall be terminated and of no further force and effect, and Tenant shall have no further right to such Building Facade Sign.

24) SUBORDINATION. Landlord may, from time to time, grant first lien deeds of trust, security deeds, mortgages or other first lien security interests covering its estate in the Land and/or Building (each a "Mortgage"). Tenant agrees that this Lease and Tenant's interests and rights hereunder are and shall be subject and subordinate at all times to the lien of each Mortgage, including any amendments, modifications, extensions, renewals thereof and advances thereunder from time to time in effect. The foregoing provisions shall be self-operative, and no further instrument of subordination shall be required to make this Lease subject

and subordinate to any Mortgage. Tenant shall, upon request, execute and deliver to Landlord or the holder of any Mortgage any commercially reasonable instrument requested in writing by Landlord or the holder of such Mortgage to evidence the subordination of this Lease to any such Mortgage within ten (10) business days of such written request. Tenant agrees to recognize and attorn to any party succeeding to the interest of Landlord as a result of the enforcement of any Mortgage and be bound to such party under all the terms, covenants, and conditions of this Lease, for the balance of the Term of this Lease, including any extensions or renewals thereof, with the same force and effect as if such party were the original Landlord under this Lease. Upon the request of Landlord, Tenant agrees to execute a commercially reasonable subordination, non-disturbance and attornment agreement incorporating the provisions set forth above and otherwise in form reasonably acceptable to Landlord. Notwithstanding the foregoing, any such holder of a Mortgage shall have the right at any time to subordinate the lien of its Mortgage to this Lease. Notwithstanding the foregoing, any holder of a Mortgage shall not disturb Tenant's use, enjoyment and occupancy of the Premises for so long as Tenant is not in default of this Lease, and Landlord shall use commercially-reasonable efforts to cause any such holder to agree to a commercially reasonable subordination, non-disturbance and attornment agreement.

25) ESTOPPEL CERTIFICATE. From time to time, Tenant shall, within ten (10) business days after written request of Landlord, execute, acknowledge, and deliver to Landlord and to such assignee, mortgagee or other party as may be designated by Landlord, any estoppel certificate requested by Landlord (in a form to be specified by Landlord) stating: (A) that by such certificate the Lease is ratified; (B) the Commencement Date and the date on which Tenant entered into occupancy of the Premises; (C) the amount of the monthly portion of Base Rent and Additional Rent payable hereunder; (D) that the Lease (and any modifications) represents the entire agreement between the parties as to the Premises and is in full force and effect; (E) the expiration date; (F) that, as of the date of the certificate, there are no defaults by Landlord or Tenant under the Lease (or specifying in detail the nature of any default under the Lease); (G) the amount of Base Rent which has been deposited with Landlord; (H) the month and year through which Base Rent and Additional Rent have been paid; (I) that no actions, voluntary or involuntary, are pending against Tenant under the bankruptcy laws of the United States or any State thereof (or specifying in detail the nature of any such action pending against Tenant, and that the certificate is and shall be binding on Tenant, its successors and assigns; (K) that Tenant has not requested any repairs or replacements to the Premises that are Landlord's responsibility under the Lease and that have not been completed (or specifying in detail any such repairs or replacements that have not been completed); and (L) such other matters relating to the Lease as requested by Landlord. Tenant hereby expressly acknowledges and agrees that Landlord, any such assignee, mortgagee or other party shall be entitled to rely upon the certificate so delivered by Tenant hereunder. If Tenant, Tenant's Lender or Transferee so requests, Landlord shall acknowledge and deliver an estoppel certificate containing similar information to the preceding requirements within ten (10) business days after request therefore.

26) INDEMNITY AND WAIVER OF CLAIMS. Except to the extent caused by the gross negligence or willful misconduct of Landlord or any of its trustees, members, principals, beneficiaries, partners, officers, directors, employees, lenders and agents (the "**Landlord Related Parties**"), Tenant hereby waives all claims against and releases Landlord and Landlord Related Parties from all claims for any injury to or death of persons, damage to property or business loss in any manner related to (a) Force Majeure, (b) acts of third parties, (c) the bursting or leaking of any tank, water closet, drain or other pipe, (d) the inadequacy or failure of any security services, personnel or equipment, or (e) any matter not within the reasonable control of Landlord. Except to the extent caused by the gross negligence or willful misconduct of Landlord or any Landlord Related Parties, Tenant shall indemnify, defend and hold Landlord and Landlord Related Parties harmless against and from all liabilities, obligations damages, penalties, claims, actions, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by Law) (collectively referred to as "**Losses**"), which may be imposed upon, incurred by or asserted against Landlord or any of the Landlord Related Parties by any third party and arising out of or in connection with any damage or injury occurring in the Premises or any acts or omissions (including violations of Law) of

Tenant, the Tenant Related Parties (defined below) or any of Tenant's transferees, contractors or licensees. Except to the extent caused by the gross negligence or willful misconduct of Tenant or any Tenant Related Parties, Landlord shall indemnify, defend and hold Tenant, its trustees, members, principals, beneficiaries, partners, officers, directors, employees and agents ("**Tenant Related Parties**") harmless against and from all Losses which may be imposed upon, incurred by or asserted against Tenant or any of the Tenant Related Parties by any third party and arising out of or in connection with any damage or injury occurring in the Common Areas of the Building or the acts or omissions (including violations of Law) of Landlord or the Landlord Related Parties.

27) INSURANCE. Tenant shall maintain the following insurance ("**Tenant's Insurance**"): (A) Commercial General Liability Insurance applicable to the Premises and its appurtenances providing, on an occurrence basis, a minimum combined single limit of \$2,000,000.00 with such limit dedicated specifically to this location; (B) Property/Business Interruption Insurance written on an All Risk or Causes of Loss form, with coverage for broad form water damage including earthquake, sprinkler leakage, at replacement cost value and with a replacement cost endorsement covering all of Tenant's business and trade fixtures, equipment, movable partitions, furniture, merchandise and other personal property within the Premises ("**Tenant's Property**") and leasehold improvements, if any, performed by or for the benefit of Tenant; (C) Workers' Compensation Insurance in amounts required by Law; and (D) Employers Liability Coverage of at least \$1,000,000.00 per occurrence. Any company writing Tenant's Insurance shall have an A.M. Best rating of not less than B+VIII, and shall be licensed to issue insurance in the State of Georgia. All Commercial General Liability Insurance policies shall name as additional insureds Landlord (or its successors and assignees), the managing agent for the Building (or any successor), any lender of Landlord and their respective members, principals, beneficiaries, partners, officers, directors, employees, and agents, and other designees of Landlord and its successors as the interest of such designees shall appear. In addition, Landlord shall be named as a loss payee with respect to Property/Business Interruption Insurance on the leasehold improvements, if any, including without limitation Alterations. All policies of Tenant's Insurance shall obtain endorsements that the insurer(s) shall endeavor to give Landlord and its designees at least 30 days' advance written notice of any cancellation, termination, material change or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance evidencing Tenant's Insurance prior to the earlier to occur of the Commencement Date or the date Tenant is provided with possession of the Premises and thereafter as necessary to assure that Landlord always has current certificates evidencing Tenant's Insurance. So long as the same is available at commercially reasonable rates, Landlord shall maintain so called All Risk or Causes of Loss property insurance on the Building at replacement cost value as reasonably estimated by Landlord, and Commercial General Liability Insurance applicable to the Premises and its appurtenances providing, on an occurrence basis, a minimum combined single limit of \$2,000,000.00 for the Common Areas.

28) SUBROGATION. Landlord and Tenant hereby waive and shall cause their respective insurance carriers to waive any and all rights of recovery, claims, actions or causes of action against the other for any loss or damage with respect to Tenant's property, leasehold improvements, including without limitation alterations, the Building, the Premises, or any contents thereof, including rights, claims, actions and causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance. For purposes of this waiver, any deductible with respect to a party's insurance shall be deemed covered by and recoverable by such party under valid and collectible policies of insurance.

29) RIGHTS CUMULATIVE. All rights, powers and privileges conferred hereunder upon the Parties hereto shall be cumulative and not restrictive of those given by law.

30) HOLDING OVER. Tenant shall have no right to hold over beyond the expiration or earlier termination of this Lease without the express written consent of Landlord. Should Tenant or any of its successors in interest continue to hold over the Premises after the termination of this Lease without the written consent of Landlord,

Tenant shall be a tenant at sufferance. In the event of any unauthorized holding over, Tenant shall indemnify Landlord against all damages sustained by Landlord by reason of such holdover and all claims for damages by any other tenant to whom Landlord shall have leased all or any portion of the leased Premises effective upon the termination of this Lease, and Tenant shall pay to Landlord as liquidated damages, solely for such holding over, monthly rental equal to one hundred fifty percent (150%) the monthly rental (including Base Rent and all other rental amounts) in effect during the last full month of the Lease Term.

31) WAIVER OF RIGHTS. No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of its obligations hereunder and no custom or practice of the Parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

32) PARAGRAPH TITLES. The Paragraph titles in this Lease are included for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.

33) NOTICE. All notices, requests, consents, and other communications hereunder shall be in writing and shall be personally delivered, sent by overnight (e.g. Federal Express) or same day courier service providing a return receipt, or mailed by first-class registered or certified mail, return receipt requested, with postage prepaid. Notices may also be sent by facsimile or electronic mail (with proof of transmission and receipt) between the hours of 8:00 a.m. and 5:00 p.m. local Eastern Standard Time, Mondays through Fridays, holidays excepted, provided that a copy thereof is also sent by one of the other methods permitted hereunder. Notices shall be effective when received, when refused or when the same cannot be delivered, as evidenced on the return receipt or facsimile delivery confirmation, as applicable. Notices shall be sent to the following address:

Landlord: NPC 4 LLC
201 Prospect Park, Suite A
Peachtree City, GA 30269
Attn: Chuck Ogletree

Tenant: American Health Imaging of Newnan, LLC
2200 Century Parkway, NE, Suite 600
Atlanta, GA 30345

With a copy to:

c/o US Radiology Specialists, Inc.
700 E. Morehead St. Suite 300
Charlotte, NC 28202
Attention: General Counsel

All notices shall be effective upon the earlier of delivery or refusal. Any Party may change its notice address upon written notice to the other party.

33) ENTIRE AGREEMENT. This Lease contains the complete and entire agreement of the Parties hereto. No representations, inducements, promises or agreements, oral or written, have been made by the Parties or anyone acting on behalf of the Parties, which are not embodied herein, and any prior agreements, promises, negotiations, or representations are superseded by this Lease. No subsequent alteration, amendment, change or addition to this Lease, except as to changes or additions to the Rules and Regulations described herein, shall be binding upon Landlord or Tenant unless reduced to writing and signed by Landlord and Tenant.

34) BROKER'S COMMISSION.

- A) Landlord represents and warrants to Tenant that except for Quantum Commercial Real Estate (H-62792) (“**Landlord’s Broker**”), no broker agent, commission salesman, or other person has represented Landlord in the negotiations for and procurement of this Lease and with respect to the leasing of the Premises to Tenant, and that no commission, fees or compensation of any kind are due and payable in connection herewith to any broker, agent, commission salesman, or other person other than Landlord’s Broker and Tenant’s Broker. Landlord agrees to indemnify Tenant against and hold Tenant harmless from any and all claims, suits or judgments (including, without limitation, reasonable attorneys’ fees and court costs incurred in connection with any such claims, suits or judgments or in connection with the enforcement of this indemnity) for any fees, commissions or compensation of any kind which arise out of or are in any way connected with any claimed agency relationship with Landlord, as well as for any fees or commissions due the Landlord’s Broker.
- B) Tenant represents and warrants to Landlord that except for Jones Lang LaSalle (“**Tenant’s Broker**”), Tenant has not dealt with any other broker, agent, commission salesman, and no other person has represented Tenant in the negotiations for and procurement of this Lease and of the Premises and that no commission, fees or compensation of any kind are due and payable in connection herewith to any broker, agent, commission salesman, or other person on behalf of Tenant. Tenant agrees to indemnify Landlord against and hold Landlord harmless from any and all claims, suits or judgments (including, without limitation, reasonable attorneys’ fees and court costs incurred in connection with any such claims, suits or judgments or in connection with the enforcement of this indemnity) for any fees, commissions or compensation of any kind which arise out of or are in any way connected with any claimed agency relationship with Tenant, except with respect to Landlord’s Broker and Tenant’s Broker.
- C) Landlord shall be responsible to pay a commission to Landlord’s Broker and Tenant’s Broker, pursuant to separate agreements between Landlord and Landlord’s Broker and Tenant’s Broker.
- D) Tenant acknowledges that Tenant has been informed that person(s) associated with Landlord’s Broker have an ownership interest in the Building, and Tenant acknowledges by signing this Lease that such ownership interest shall not affect the terms, conditions or validity of this Lease

35) ATTORNEY’S FEES. In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Lease on the part of Landlord or Tenant, the prevailing party in such litigation shall be entitled to recover reasonable attorney’s fees to be fixed by the court in such action or proceeding, including without limitation costs on appeal. Landlord and Tenant hereby agree that the provisions of O.C.G.A. § 13-1-11 shall not apply to determine the amount of any attorney’s fees that may be due hereunder, and that the phrase “attorney’s fees” shall mean the reasonable, actual attorney’s fees incurred by Landlord or Tenant, as the case may be, based upon reasonable, hourly billable rates. Furthermore, Landlord and Tenant agree to pay the attorney’s fees and expenses of the other party to this Lease (either Landlord or Tenant) if it is made a party to litigation because of its being a party to this Lease and when it has not engaged in any wrongful conduct itself.

36) NO ESTATE IN LAND. This Lease shall create the relationship of landlord and tenant between the Parties hereto. Tenant shall be granted a usufruct only in the Premises under this Lease, not a leasehold, estate for years or other estate in land. Tenant’s interest hereunder is not subject to lien, levy, execution and sale and is not assignable by Tenant except by Landlord’s prior written consent.

37) TIME OF ESSENCE. Time is of the essence of this Lease.

38) CERTAIN ENVIRONMENTAL MATTERS.

- A) Except for Hazardous Material (defined below) contained in products used by Tenant in de minimis quantities for ordinary cleaning and office purposes, Tenant shall not permit or cause any party to bring any Hazardous Material upon the Premises or use, store, treat, discard or dispose of any Hazardous Material in or about the Premises. As used in this Lease, the term "**Hazardous Material**" shall mean and include any substance that is or contains petroleum, asbestos, polychlorinated biphenyls, lead, or any other substance, material or waste which is now or is hereafter classified or considered to be hazardous or toxic under any federal, state or local law, rule, regulation or ordinance relating to pollution or the protection or regulation of human health, natural resources or the environment or any restrictive covenant or deed restriction (recorded or otherwise) affecting the Premises pertaining to health or the environment (collectively "**Environmental Laws**") or poses or threatens to pose a hazard to the health or safety of persons on the Premises or any adjacent property.
- B) The occupancy, operation and use of the Premises by Tenant shall not violate any applicable Environmental Laws.
- C) Tenant shall not cause any violation of any applicable Environmental Laws, nor permit any sub-tenant of any portion of the Premises to cause such a violation, nor permit any environmental liens to be placed on any portion of the Building or the Premises.
- D) Without limiting the generality of the above, Tenant represents that it is not the subject of any pending or, to the best of Tenant's knowledge, threatened investigation or inquiry by any governmental authority, or subject to any remedial obligations under any applicable environmental laws, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("**CERCLA**"), the Resource Conservation and Recovery Act of 1987, as amended, and any and all applicable state laws, and this representation and warranty would continue to be true and correct following disclosure to any applicable governmental authority of all relevant facts, conditions and circumstances pertaining to the Tenant.
- E) Tenant represents that it is not required to obtain any permits, licenses or authorization to occupy, operate or use any portion of the Premises by reason of any applicable Environmental Laws.
- F) Tenant represents that it has not received any notice from any governmental authority with respect to any violation of any applicable Environmental laws.
- G) Tenant shall give notice to Landlord within ten (10) days of (i) Tenant's receipt of any notice from any governmental authority of a violation of any applicable Environmental Laws or upon acquiring knowledge of the receipt of any such notice by any sub-tenant of any portion of the Premises, and (ii) acquiring knowledge of the presence of any Hazardous materials on the Premises in a condition that is resulting or could reasonably be expected to result in any adverse environmental impact, with a full description thereof.
- H) If Tenant's use of Hazardous Materials on or about the Premises results in a release, discharge or disposal of Hazardous materials in violation of Environmental Laws on, in, at, under, or emanating from, the Premises or the property in which the Premises are located, Tenant agrees to investigate, clean up, remove or remediate such Hazardous Materials in full compliance with (i) the requirements of (a) all Environmental Laws and (b) any governmental agency or authority responsible for the enforcement of any Environmental Laws and (ii) any additional requirements of Landlord that are reasonably necessary to protect the value of the Premises or the property in which the Premises are located. Landlord shall also have the right, but not the obligation, to take whatever action with respect to any such Hazardous Materials

that it deems reasonably necessary to protect the value of the Premises or the property in which the Premises are located. All costs and expenses paid or incurred by Landlord in the exercise of such right shall be payable by Tenant upon demand.

- I) Upon reasonable notice to Tenant, Landlord may inspect the Premises for the purpose of determining whether there exists on the Premises any Hazardous Materials or other condition or activity that is in violation of the requirements of this Lease or of any Environmental Laws. The right granted to Landlord herein to perform inspections shall not create a duty on Landlord's part to inspect the Premises, or liability on the part of Landlord for Tenant's use, storage or disposal of Hazardous Materials, it being understood that Tenant shall be solely responsible for all liability in connection therewith.
- J) Tenant shall surrender the Premises to Landlord upon the expiration or earlier termination of this Lease free of debris, waste or Hazardous Materials placed on or about the Premises by Tenant or its agents, employees, contractors or invitees, and in a condition which complies with all Environmental Laws.
- K) Tenant agrees to indemnify and hold harmless Landlord from and against any and all claims, losses (including, without limitation, loss in value of the Premises or the property in which the Premises are located), liabilities and expenses (including reasonable attorney's fees) sustained by Landlord attributable to (i) any Hazardous Materials placed on or about the Premises by Tenant or its agents, employees, contractors or invitees or (ii) Tenant's breach of any provision of this Paragraph.
- L) The provisions of this Paragraph shall survive the expiration or earlier termination of this Lease.
- M) Landlord hereby covenants and agrees that the Premises and the Building do not, as of the date hereof, and shall not contain any Hazardous Materials in violation of any environmental Laws on the Commencement Date, and Landlord agrees to use its reasonable, good faith efforts not to place or use or permit any other person or party to place or use any Hazardous Materials in violation of Environmental Laws in or about the Building or the Premises during the Term of this Lease, and use reasonable efforts to enforce the obligation of other tenants to not use or permit the use of Hazardous Materials. Landlord agrees to indemnify and hold harmless Tenant from any against any and all losses, liabilities and expenses (including reasonable attorney's fees) sustained by Tenant attributable to any Hazardous Material placed on or about the Building or the Premises by Landlord or its agents, employee or contractors.

40) FORCE MAJEURE. Whenever a period of time is herein prescribed for action to be taken by Landlord or Tenant (other than the payment of the Base Rent), the performing party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war terrorists acts, civil disturbances, civil disorder, pandemic (including without limitation to COVID-19), or any other public health issue, theft, fire, public enemy, injunction, insurrection, court order, requisition or any other causes or any kind whatsoever which are beyond the control of the performing party.

41) SEVERABILITY. The terms, conditions, covenants and provisions of this Lease shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be illegal, invalid or unenforceable under present or future laws by a court of competent jurisdiction or by operation of any applicable law, then and in that event, it is the intention of the Parties to this Lease that (A) in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added, as part of this Lease, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be valid, legal and enforceable and (B) it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

- 42) QUIET ENJOYMENT.** If Tenant is not in default of this Lease beyond any applicable notice and cure period, Tenant shall at all times during the Term of this Lease, provided Tenant is not otherwise in default hereunder, have the peaceable and quiet enjoyment of the Premises without hindrance of Landlord or any person lawfully claiming under Landlord subject, however, to the terms of this Lease and the lien of any mortgage placed on the property of which the Premises are a part (subject to the terms of this Lease).
- 43) NO OPTION.** The submission of this Lease for examination shall have no binding force or effect, shall not constitute a reservation of or option for the leasing of the Premises, nor confer any right or impose any obligations upon either party until execution and delivery of this Lease by and between both Parties.
- 44) BUSINESS DAYS.** As used in this Lease, the term “days” shall, unless specifically referenced therein, shall mean “calendar days” (i.e. not “business days”). The term “business day” shall mean any day other than Saturday, Sunday, any Federal holiday, or any holiday on which national banks in the State of Georgia are not open for business. If any period expires on a day which is not a business day or any event or condition is required by the terms of this Agreement to occur or be fulfilled on a day which is not a business day, such period shall expire on or be extended to, as the case may be, the next succeeding business day.
- 45) GOVERNING LAW.** This Lease shall be governed by, and construed under, the laws of the State of Georgia.
- 46) MEMORANDUM.** Tenant and Landlord hereby acknowledge and agree that Tenant and Landlord shall not record this Lease in the real property and deed records as maintained by the applicable legal authority of the county in which the Premises are located. However, contemporaneously with the execution and delivery of this Lease or at such time after the Effective Date of this Lease, Landlord and Tenant agree to execute a memorandum of lease (“**Memorandum of Lease**”) in form reasonably agreed to by Landlord and Tenant. Tenant shall have the right to cause the Memorandum of Lease to be recorded in the applicable land records at Tenant’s cost.
- 47) OFAC COMPLIANCE/PATRIOT ACT.** Tenant represents and warrants that (a) neither Tenant nor any person or entity that directly or indirectly owns an interest in it nor any of its officers, directors, or managing members is a person or entity (each, a “**Prohibited Person**”) with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (“**OFAC**”) of the Department of the Treasury (including Executive Order 13224 (the “**Executive Order**”) signed on September 24, 2001 and entitled “**Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism**”), or other governmental action, (b) Tenant’s activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the “**Money Laundering Act**”) (i.e., Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the “**Patriot Act**”) and (c) throughout the Term of this Lease, Tenant shall comply with the Executive Order, Money Laundering Act, and the Patriot Act.
- 48) TENANT IMPROVEMENT ALLOWANCE.** Landlord shall provide for Tenant’s benefit a “**Tenant Improvement Allowance**” of Sixty-seven Dollars (\$67.00) per rentable square foot of the Premises (which based on the estimated rentable square feet of the Premises as of the Effective Date of 4,500 square feet, the Tenant Improvement Allowance is estimated to be \$301,500.00 in total), which funds shall be applied towards the construction of the Tenant Improvements and related “soft costs” such as, but not limited to, design, permitting, plan preparation, revision, and review. The actual usable square footage of the Premises shall be determined by the Architect (as described in the Work Letter) pursuant to the standards set forth in Paragraph 1. In the event the estimated rentable square footage for the Premises specified in this Lease changes prior to the Commencement Date, then the Tenant Improvement Allowance shall be modified accordingly. For the purposes of this Lease, the term “**Tenant Improvements**” shall mean those improvements within the

Premises to be constructed by and on behalf of Tenant by Tenant's contractor, other than the base building conditions described on Exhibit "B-2" attached hereto and incorporated herein by reference (which shall be Landlord's sole responsibility as Landlord's Work). The terms and conditions of the Tenant Improvement Allowance and the process by which Landlord will provide for the Tenant Improvements are set forth on the attached Exhibit "B-1", the terms of which Exhibit shall be referenced herein as the "**Work Letter**".

49) LANDLORD'S AND TENANT'S RIGHT TO TERMINATE. If Landlord has not (i) closed on the financing for the construction of the Building on or before November 1, 2021, and (ii) obtained, on or before November 1, 2021, all governmental approvals needed to commence construction of Landlord's Work (the "**Termination Conditions**"), then either party shall have the option, in such party's sole discretion, which option shall be exercised by written notice delivered to the other party on or before September 15, 2021 ("**Construction Termination Notice**"), to terminate this Lease on not less than five (5) business days' prior written notice; provided, however, if Landlord is the party that delivers the termination notice, such termination shall not be effective in the event (i) Landlord has not applied for the financing for the construction of the Building on or before June 1, 2021, (ii) Landlord has not applied for all governmental approvals needed for the construction of Landlord's Work on or before the June 1, 2021, and/or (iii) Landlord has otherwise failed to use commercially reasonable, diligent and good faith efforts to close on such construction financing and obtain all governmental approval for construction of the Building. Landlord shall keep Tenant reasonably apprised of Landlord's status in pursuing such financing and approvals. Failure by Landlord or Tenant to deliver such notice on or before November 15, 2021 to terminate this Lease shall constitute a waiver of such option. If Landlord does not notify Tenant in writing on or before November 1, 2021, that the Termination Conditions have been satisfied (along with supporting evidence confirming that Landlord does not have the ability to terminate this Lease pursuant to this Section 49 due to the Termination Conditions being timely satisfied), then Tenant may rely upon the absence of such notice as conclusive proof (for Tenant's benefit only) that the Termination Conditions have not been timely satisfied and Tenant's termination rights under this Section 49 are applicable. If neither party provides such Construction Termination Notice on or before November 15, 2021, any purported termination of the Lease by Landlord or Tenant pursuant to the terms of this Paragraph 49 shall be null and void. In the event of a termination of this Lease pursuant to this Paragraph, Landlord shall pay to Tenant the total amount of out-of-pocket costs incurred by Tenant in connection with this Lease (including, without limitation, costs incurred relative to the pre-construction activities) within thirty (30) days after Landlord's receipt of an invoice therefor (provided, however, in no event shall such reimbursement obligation exceed \$25,000.00), and Landlord shall immediately refund all security deposits and advance rent payments, if any, paid by Tenant; otherwise, neither party shall have any further obligation to the other, except with respect to any of the terms of this Lease that expressly survive such a termination. Notwithstanding anything in this Lease to the contrary, the dates set forth in this Section 49 shall not be subject to adjustment or extension of any kind (including, without limitation, in connection with a force majeure event). Time is of the essence.

50) FINANCIAL STATEMENTS. Upon Landlord's request therefor (no more than one time in any calendar year), Tenant shall submit to Landlord a financial statement with respect to Tenant's most recent fiscal year prepared in accordance with generally accepted accounting principles and certified to be true and correct by Tenant, which statement Landlord agrees to keep confidential.

51) COMPLIANCE. The parties hereto shall comply with all applicable federal, state, and local laws, regulations and restrictions in the conduct of their obligations under this Lease. This arrangement for the lease of space is intended by the parties to comply fully with the safe harbor, relating to compensation payable for the lease of space promulgated in regulations issued under 42 U.S.C. § 1320a-7b and the relevant provisions and exceptions for lease of space as set forth in Omnibus Budget Reconciliation Act of 1993 ("**Stark II**"), 42 U.S.C. § 1395nn et seq. and the regulations thereto, 42 C.F.R. § 411.350 et seq. Further, the parties hereby agree that all payments made under this Lease are fair market value amounts in accordance with all applicable

regulations. Notwithstanding any unanticipated effect of any of the provisions herein, neither party will intentionally conduct itself under the terms of this Lease in a manner to constitute a violation of the Medicare and Medicaid fraud and abuse provisions.

52) MRI ENTRY. Prior to the date Landlord delivers possession of the Premises to Tenant, Landlord shall design a location for the entry point of the MRI equipment, which point of entry shall be eight (8) feet by eight (8) feet in order for Tenant to install the MRI equipment in the Premises, which such point of entry shall be shown on the Space Plan approved by Landlord.

53) CHILLER UNIT. Tenant shall have the right to install a chiller and a quench vent (collectively, the “**Chiller Unit**”), which Chiller Unit shall be installed and maintained outside of Tenant’s Premises, subject to the following terms and conditions:

A) The location of the Chiller Unit shall be reasonably designated by Landlord prior to Tenant’s installation of the Chiller Unit. Tenant shall deliver to Landlord Tenant’s plans and specifications for the installation of the Chiller Unit for review and approval by Landlord not less than thirty (30) days prior to commencing installation of the Chiller Unit.

B) Tenant shall install the Chiller Unit in an aesthetically pleasing manner and exercise all reasonable steps to shield or screen the Chiller Unit from public view.

C) Tenant shall operate the Chiller Unit in compliance with all applicable laws, rules, regulations and ordinances.

D) Tenant hereby agrees to indemnify and hold Landlord, its agents, employees, contractors and representatives, harmless from and against any and all cost, claims, damages (including, but not limited to, any damage to the Building or Landlord’s property), causes of actions and liability which may arise by reason for any occurrence attributable to or arising out of Tenant’s installation, maintenance, repair, operation or removal of the Chiller Unit, including without limitation, any claim or cause of action for injury to or death of any person or damage to any property arising therefrom except if same is caused by the negligent or willful misconduct of Landlord, its agents, contractors or employees and Tenant agrees to defend any claim or demand against Landlord, its agents or employees arising out of any such occurrence. Tenant shall, upon thirty (30) days prior written notice from Landlord, reimburse Landlord for all costs and expenses incurred by Landlord as a result of Tenant’s operation of the Chiller Unit, including damages to the Building and the furnishing of electric power for the operation of the Chiller Unit.

E) Upon the expiration or earlier termination of this Lease, Tenant shall promptly remove the Chiller Unit and repair all damage to the Building caused thereby.

F) Tenant’s Chiller Unit shall not unreasonably interfere with Landlord’s or any other existing tenants’ or licensees’ enjoyment of their leased space within the Building.

54) RENEWAL OPTION. Provided Tenant is not in default under the terms of this Lease beyond any applicable notice and cure period, Tenant shall have the right and option (the “**Option**”) to extend the Lease Term for two (2) additional terms of five (5) years each (each an “**Option Term**”) upon the terms and conditions set forth below:

A) Tenant shall give notice of its exercise of the Option hereunder by written notice to Landlord (the “**Renewal Notice**”) given no later than one hundred eighty (180) days prior to the end of the then existing Term of this Lease. If Landlord does not receive Tenant’s Renewal Notice prior to the expiration of the time period set forth in the first sentence of this paragraph, Tenant shall be conclusively deemed to have waived

its right to lease the entire Premises for the applicable Option Term and any remaining Option Terms (if applicable), and this Lease shall expire on the expiration date of the then existing Term, unless sooner terminated in accordance with the terms of this Lease. If extended hereunder, Tenant shall lease the entire Premises during the applicable Option Term pursuant to all of the same terms and conditions set forth in this Lease, except Base Rent during the applicable Option Term shall be the prevailing Market Rate (as defined below) at the time of commencement of the applicable Option Term (subject to annual escalation); (ii) Tenant shall have no option to renew and/or extend this Lease beyond the expiration of the second Option Term; (iii) Tenant shall not have the right to assign its renewal right to any sublessee of the Premises, or assignee of this Lease (except to a Permitted Transferee), nor may any such sublessee or assignee (except for a Permitted Transferee) exercise or enjoy the benefit of such renewal right; (iv) the Premises and any leasehold improvements will be provided in its then existing condition (on an “**AS IS, WHERE IS**” basis in the broadest sense of the term) at the time the applicable Option Term commences; (v) there shall not be any rent abatement period (unless the same is included in the calculation of Market Rate); and (vi) Tenant shall not be entitled to cash payment or allowance of any nature or amount whatsoever (unless the same is included in the calculation of Market Rate).

B) As used herein, the term “**Market Rate**” shall be initially determined by Landlord as the amount of base rent per square foot (including the rate of escalation) then being charged in comparable projects to renewing tenants located in and around the Fayetteville, Georgia submarket for space comparable to the Premises, and taking into consideration all other relevant factors establishing similarity or dissimilarity between the comparable lease and the leasing of the Premises to Tenant for the applicable Option Term, including without limitation, escalations (including type, base year and stop), concessions, length of lease term, size and location of the Premises, building standard work letter, tenant improvement allowances, quality and quantity of any existing tenant improvements, quality and creditworthiness of Tenant, location of building, the cost and provision of parking spaces, and other generally applicable concessions, allowances, terms and conditions of tenancy. The reference to the foregoing factors is illustrative only and the presence or absence of such factors shall be taken into account in determining Market Rate. In any event, the Market Rate determination shall not be less than ninety-five percent (95%) of then-current Base Rent and shall be no more than one hundred three percent (103%) of then-current Base Rent.

C) Landlord shall, within thirty (30) days after receipt of the Renewal Notice, notify Tenant of Landlord’s estimate of the Market Rate for the Premises for the applicable Option Term. If Tenant rejects the Market Rate as calculated by Landlord, Tenant shall notify Landlord of its rejection within ten (10) business days after Tenant’s receipt of Landlord’s calculation, and Landlord and Tenant shall commence negotiations to agree upon the Market Rate. If Tenant fails to timely reject Landlord’s calculation of the Market Rate Tenant will be deemed to have accepted such calculation.

D) If Landlord and Tenant are unable to reach an agreement on the determination of Market Rate within ten (10) days following Landlord’s receipt of Tenant’s notice of rejection, then Tenant shall have the right to rescind its notice to exercise a the Option within five (5) days after the expiration of such ten (10) day period, and this Lease shall terminate as set forth herein. If Tenant does not rescind its notice to exercise a an Option, the parties shall mutually select a duly licensed commercial real estate broker who (a) has at least ten (10) years of experience in the leasing of similar properties in the Newnan, Georgia, area, and (b) has not represented either party, or an affiliate thereof, in the immediately preceding five (5) year period to determine such Market Rate. Prior to appointing such third-party broker, Landlord and Tenant shall each provide a written statement to the other which provides its proposed Market Rate. Such third-party broker shall determine whether Landlord’s proposed Market Rate or Tenant’s proposed Market Rate most closely approximates the actual Market Rate, and such determination shall be binding on the parties as the Market Rate for the applicable Option Term. The cost of such third-party broker shall be shared equally by Landlord and Tenant.

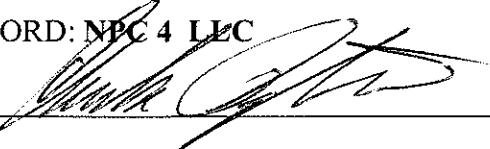
E) There shall not be a default under any of the terms or provisions of this Lease beyond any applicable notice and cure period, at the time Tenant notifies Landlord of Tenant's exercise of the applicable Option or at the time of the commencement of the applicable Option Term.

F) If Tenant fails to exercise its Option as provided in and in strict accordance with the terms of this Section 54, then the Option (and any subsequent options to extend as set forth herein) shall automatically terminate and be of no further force or effect and Landlord may lease the Premises to any party or parties upon any terms. Tenant shall not have the right to assign the Option to any sublessee of the Premises (except for a Permitted Transferee), or assignee of this Lease (except for a Permitted Transferee), nor may any such sublessee or assignee (except for a Permitted Transferee) exercise such Option.

[Signatures set forth on following page]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Lease to be executed, under seal, in their respective names and on their behalf by their duly authorized officials, the day and year set forth below.

LANDLORD: **NPC 4 LLC**

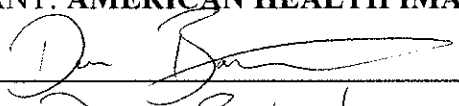
By:  (Seal)

Name: Charles Ogletree

Title: Managing Member

Date: 6-11-21

TENANT: **AMERICAN HEALTH IMAGING OF NEWNAN, LLC**

By:  (Seal)

Name: Dan Balentine

Title: Group President

Date: 6/9/2021

ATTACHMENTS:

EXHIBIT "A"	The Premises
EXHIBIT "B-1"	Work Letter
EXHIBIT "B-2"	Base Building Conditions
EXHIBIT "C"	Rules and Regulations
EXHIBIT "D"	Tenant Acceptance Agreement
EXHIBIT "E"	Legal Description
EXHIBIT "F"	Construction Guidelines

EXHIBIT "A"

THE PREMISES

[APPROVED SPACE PLAN WILL NEED TO BE INCLUDED, PER SECTION 1(B)]

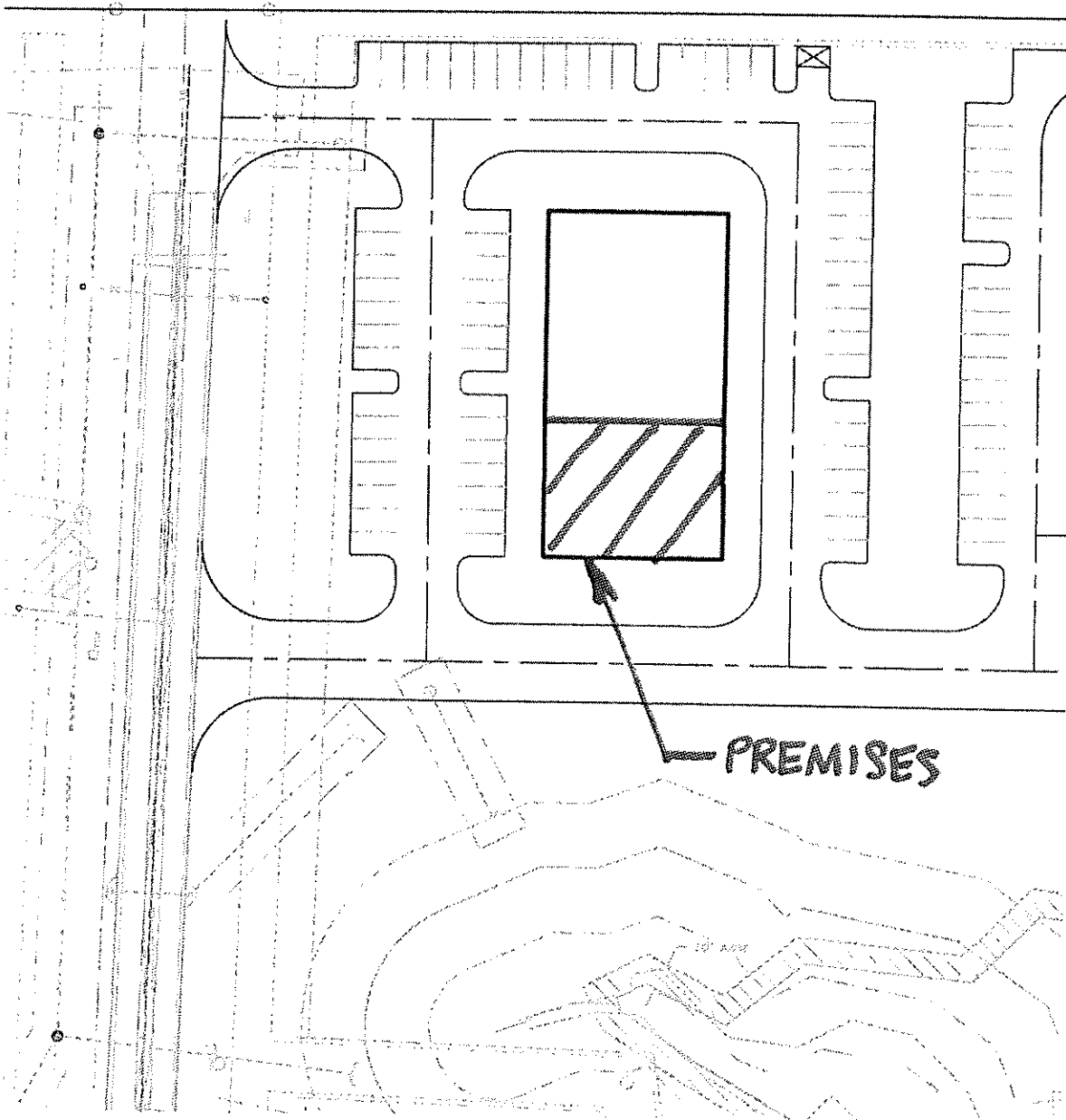


EXHIBIT "B-1"

WORK LETTER

I. SCHEDULE OF CRITICAL DATES

To induce Landlord and Tenant to enter into the Lease (to which this Exhibit "B-1" is attached) and in consideration of the mutual covenants set forth below, Landlord and Tenant agree as follows (collectively, the "**Work Letter**"):

The following is a schedule of certain critical dates relating to Landlord's and Tenant's respective obligations with respect to construction of the Tenant Improvements for the Premises. These dates, the specific references (e.g. the "Construction Documents Delivery Date") and the respective obligations of Landlord and Tenant are more fully described in II below.

For purposes of this Lease, "**Landlord Delay**" shall mean any delay in the completion of the Tenant Improvements caused by Landlord's failure to meet any time deadlines specified in this Lease specifically attributable to Landlord. To claim a matter as a Landlord Delay under the Lease, (a) Tenant shall provide Landlord notice of any matter for which Tenant shall or may claim a Landlord Delay, within ten (10) business days after the date Tenant first learns of the matter for which Tenant shall or may claim a Landlord Delay, which notice shall set forth with specificity the nature of the delay; (b) Tenant shall use commercially reasonable efforts to mitigate the effects of any such delay caused by Landlord, at no material additional cost or expense to Tenant; and (c) promptly after the end of the matter causing the delay, Tenant shall provide Landlord with a reasonable estimate of the number of days of Landlord Delay caused by such matter.

Notwithstanding anything to the contrary contained in the Lease, if the completion of the work required to be completed by any Milestone Date (as set forth in the chart below) is delayed beyond the Milestone Date set forth in this Lease as a result of Landlord Delay or Force Majeure, then, for purposes of determining the compliance by Landlord with any such Milestone Date, such Milestone Date shall be deemed to postponed by the period of time equal to such Landlord Delay or Force Majeure Delay.

All references to days mean calendar days, not working or business days, except as specifically stated. For clarification purposes, if either party provides a required submittal or response earlier than the respective deadline provided for in the table below, the time period for the immediately following activity shall be triggered based upon such early submittal or response, not based on the deadline date. The following schedule is for planning purposes only and does not modify any of the terms of the Lease specifically the Commencement Date as defined in Paragraph 4 of the Lease.

Activity	Reference	Responsible Party	Milestone Date
A	Submit Tenant Space Plan for Landlord Review (<u>“Tenant Space Plan Delivery Date”</u>)	Tenant	Within 30 days following the Effective Date
B	Landlord Comments on Tenant Space Plan Due	Landlord	Within 5 business days after A
C	Tenant Submits Tenant Space Plan for Final Landlord Approval	Tenant	Within 5 business days after B
D	Final Approval of Tenant Space Plan (<u>“Tenant Space Plan Final Review Date”</u>)	Landlord	Within 3 business days after C
E	Submit Preliminary Tenant Construction Documents for Landlord Review (<u>“Preliminary Construction Documents Delivery Date”</u>)	Tenant	Within 21 days after D
F	Landlord Comments on Preliminary Tenant Construction Documents Due	Landlord	Within 3 business days after E
G	Submit Tenant Construction Documents for Final Approval (<u>“Tenant Construction Documents Review Date”</u>)	Tenant	Within 5 business days after F
H	Final Approval of Tenant Construction Documents	Landlord	Within 3 business days after G

Activity	Reference	Responsible Party	Milestone Date
I	Tenant Submit Stamped Construction Documents to Landlord		Within 5 business days after H
J	Substantial Completion Target Date (“ <u>Substantial Completion Target Date</u> ”)	Landlord	Within 90 days after I
K	Target Commencement Date (“ <u>Target Commencement Date</u> ”)	Tenant	Within 10 days after J

II. LANDLORD AND TENANT PRE-CONSTRUCTION OBLIGATIONS

1. Tenant shall select the architect which Tenant intends to employ to prepare the Tenant Construction Documents (defined below). Landlord shall have the right to approve Tenant’s proposed architect, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord shall provide CAD files for the Building for use by Tenant’s architect, mechanical engineer, and general contractor.
2. Tenant will deliver to Landlord no later than the Tenant Space Plan Delivery Date the information described in Section IV below regarding Tenant’s desired leasehold improvements (the “**Space Plan**”), which Space Plan will be used to prepare the Tenant Construction Documents.
3. On or before the Tenant Space Plan Final Review Date, Landlord will advise Tenant of any required changes to the Tenant Space Plan. If Landlord reasonably requests revisions to the Tenant Space Plan, then Tenant will cause its architect to incorporate such changes in the Tenant Construction Documents.
4. Tenant will cause its architect to prepare and deliver to Landlord no later than the Preliminary Construction Documents Delivery Date a set of substantially coordinated architectural drawings, which may or may not include mechanical, electrical, plumbing, engineering construction drawings as these may be provided by the General Contractor or engineer, and specifications for Tenant Improvements, including the information described in Section IV below (“**Tenant Construction Documents**”).
5. On or before the due date for Landlord’s initial comments on the Tenant Construction Documents (i.e. Activity “F” above), Landlord will review the Tenant Construction Documents and shall notify Tenant in writing of its approval

of the Tenant Construction Documents or of any changes to the Tenant Construction Documents reasonably required by Landlord.

6. Upon receipt of Landlord's comments to the Tenant Construction Documents, Tenant will cause its architect to revise the Tenant Construction Documents to incorporate Landlord's comments and shall resubmit the Tenant Construction Documents to Landlord on or before the Tenant Construction Documents Review Date (i.e. Activity "G" above).

III. CERTAIN PROVISIONS RELATING TO CONSTRUCTION

1. Tenant shall be responsible for constructing the Tenant Improvements in accordance with the final Tenant Construction Documents. No later than fifteen (15) days prior to construction commencement, Tenant shall notify Landlord in writing of the contractor that Tenant selected, after soliciting a minimum of three (3) bids, to perform and complete the construction of the Tenant Improvements (the "**General Contractor**"). The General Contractor must be approved by Landlord, which approval Landlord shall not unreasonably withhold, condition or delay. Tenant shall not substitute the General Contractor without the prior written consent of the Landlord, not to be unreasonably withheld, conditioned or delayed.
2. It shall be Tenant's responsibility to ensure that the General Contractor shall (i) conduct its work in such a manner so as not to unreasonably interfere with any other construction occurring on or in the Building or the Premises; (ii) comply with the rules and regulations attached as Exhibit "C" and Mercantile Center Professional Center Construction Guidelines attached as Exhibit "F" relating to the construction activities in or on the Building and such other reasonable rules and regulations, as may be promulgated from time to time by Landlord; (iii) maintain such insurance and bonds in force and effect as required by applicable law together with insurance coverage in amounts at least equal to the following: "All Risk" non-reporting "Builder's Risk" insurance (unless otherwise purchased by Tenant) in an amount equal to one hundred percent (100%) replacement cost of the Tenant Improvements completed, including materials delivered, labor performed and all Tenant improvements; All-Risk Property Insurance, insuring General Contractor's personal property and equipment; Worker's Compensation as statutorily required; Employer's Liability insurance in an amount of at least One Million and 00/100 Dollars (\$1,000,000.00) for each accident for bodily injury and One Million and 00/100 Dollars (\$1,000,000.00) for each employee for bodily injury by disease; Commercial General Liability insurance with combined single limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate (unless otherwise approved by Landlord) which limits shall apply on a per project basis, including coverage for (A) premises and operations, (B) products and completed operations, (C) contractual liability (insuring any liability under any indemnity obligation), (D) broad form property damage (including completed operations, which will be maintained for a 3-year (or lesser period, if approved by Landlord) period following final completion of the work), (E) explosion, collapse and underground hazards, and (F) personal injury liability; (G) independent contractors; and Umbrella and Excess Liability Insurance on a follow-form basis with limits acceptable to Landlord

but in no case less than One Million and 00/100 Dollars (\$1,000,000.00) (unless otherwise approved by Landlord) per occurrence and in the aggregate attaching above the following underlying insurance; Workers Compensation and Employers Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance; and (iv) be responsible for reaching agreement with Landlord as to the terms and conditions for all General Contractor items relating to conducting its work, including but not limited to those matters relating to storage of materials and access to the Premises as provided in Mercantile Drive Professional Center Construction Guidelines. As a condition precedent to Landlord's approving the General Contractor under Paragraph (1) above, Tenant and the General Contractor shall deliver to Landlord such assurances or instruments Landlord may reasonably require from time to time (including updates of instruments previously provided) to evidence the General Contractor's compliance or agreement to comply with the provisions of this Paragraph (2). Landlord retains the right to make periodic inspections to assure conformity with the rules and regulations and with the plans and specifications.

3. Tenant shall indemnify and hold harmless Landlord from and against any and all losses, damages, costs (including costs of suits and reasonable attorneys' fees), liabilities, or causes of action to the extent arising out of or relating to the work of the General Contractor, including but not limited to mechanics', materialmen's or other liens or claims (and all costs or expenses associated therewith) asserted, filed or arising out of any such work. All materialmen, contractors, artisans, mechanics, laborers and other parties hereafter contracting with Tenant for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Premises are hereby charged with notice that they must look solely to Tenant for payment for same. Any costs incurred by Landlord to repair any damage caused by the General Contractor or any costs incurred by Landlord in requiring the General Contractor's compliance with the rules and regulations in Paragraph 2(ii) above will become the obligation of Tenant under this Lease.
4. Tenant shall, at Tenant's sole cost and expense, cause Tenant's architect and/or MEP engineer to prepare a report, in form and substance reasonably acceptable to Landlord, a standard AIA or similar form shall be deemed acceptable, for the benefit of Landlord, certifying to the compliance of the work constructed by the General Contractor with the Tenant Construction Documents.
5. Landlord shall not be entitled to receive any fees, reimbursements, or other compensation for performing any of Landlord's rights and obligations under this Lease, including, but not limited to, review and revisions of Tenant's plans and drawings, supervision of any work in the Premises, and similar activities.
6. Landlord acknowledges and agrees that in connection with the construction of the Tenant Improvements, certain roof penetrations will be required. Landlord and Tenant shall work together in good faith to coordinate required roof penetrations with Landlord's builder.

IV. INFORMATION REQUIRED ON TENANT CONSTRUCTION DOCUMENTS

- A. The development of the Tenant Construction Documents shall not have any design element which modifies the appearance of the exterior of the Building, common areas or the structural, mechanical, electrical, plumbing, life safety or security systems of the Base Building, except as may be approved by Landlord in the final Tenant Construction Documents.
- B. MINIMUM INFORMATION REQUIRED OF TENANT SPACE PLAN (on a 1/8" = 1'0" scale), All items may not be applicable:
1. Depict all fixed wall offices.
 2. Depict all fixed wall conference and meeting rooms.
 3. Depict all moveable work stations.
 4. Depict all secretarial stations and relationship to offices or work stations.
 5. Depict all file rooms, storage rooms, libraries, computer rooms, telephone/data rooms and other interior rooms.
 6. Depict all coffee stations, pantries, kitchens, lunch rooms, etc.
 7. Depict any rooms or areas which require lighting other than Building Standard 2' x 4' fluorescent light fixtures.
 8. Depict any heavy items including their approximate weight (i.e. file rooms, safes, storage rooms, etc.).
 9. Depict any area which requires special, supplemental or 24-hour ventilation or air conditioning.
 10. Describe the approximate number of employees anticipated in the new location, the projected occupancy growth and the visitor profile (i.e. sporadic visitors versus training classes).
 11. Describe the firm's normal hours of operation and any regular extended hours of operation.
 12. Provide any additional information which you feel would be helpful in understanding the optimum layout for your offices.

C. MINIMUM INFORMATION REQUIRED OF TENANT CONSTRUCTION DOCUMENTS:

The completed Tenant Construction Documents will include Architectural, Mechanical, Electrical Plumbing, Structural and Fire Protection sheets sufficient for permitting, including specifications, details and elevations necessary to fully describe the Tenant Improvements, including, without limitation, the following:

<u>Architectural Information</u>	
Column centerlines and designations	Floor identification
Room, area and corridor identification	Dimensions of rooms, areas and corridors
Partition locations	Location, height and swing of all doors
Ceiling heights and location of different types of ceiling material	Architectural or structural items to be located above ceiling (i.e. screens or grilles)
Millwork and cabinetry	Furniture

<u>Electrical, Lighting and Telephone Information</u>	
Location of wall-mounted electrical, telephone and data outlets	Location of floor-mounted electrical, telephone and data outlets
Location, power requirements and specifications of special receptacles and separate circuits for copiers, appliances, computers and other special equipment	Locations and requirements of any disconnect switches
Location and type of all lighting fixtures and light control devices	

<u>Mechanical and Plumbing Information</u>	
Heavy occupant load area will be identified for discussion of potential solutions.	Estimated load on the chilled water system
Non-standard HVAC and special exhaust requirements (i.e. computer and conference rooms)	Location and specifications of all plumbing fixtures

Location of all appliances and equipment which need a water supply or a drain	
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<u>Structural Information</u>	
Design of structural slab reinforcement as required to support Tenant's concentrated storage area	

The Tenant Construction Documents will be prepared, sealed and stamped by a State of Georgia registered architect and/or mechanical, electrical and plumbing engineers. Tenant shall identify in these documents the Structural Items which shall become a part of GC's construction obligations. The cost of any drawings of Structural Items shall be paid by Landlord but shall be reimbursed under Article V(A) of this Exhibit. A structural review of the Tenant Construction Documents will be performed by the Building structural engineer. The completed Tenant Construction Documents will be marked "For Construction."

V. CONSTRUCTION COST AND CONSTRUCTION CONTRACT:

(A) The Tenant Improvement Allowance may be used by Tenant to offset the cost of all items relating to Tenant Improvements, including but not limited to the following: (i) space planning, architectural and engineering fees, (ii) Tenant Construction Documents, (iii) general construction, (iv) construction management fees of Tenant's contractor if any (none charged by Landlord), and (v) other Tenant Improvements, including voice and data cabling and security system costs (collectively, the "**Construction Costs**"). Any remaining unused portion of the Tenant Improvement Allowance shall be credited against Rent. In the event Landlord incurs costs as a result of Tenant's failure to comply with the terms set forth herein, Landlord may reduce the amount of the Tenant Improvement Allowance otherwise payable to Tenant by the amount of such costs. Except as expressly set forth in this Lease, Tenant shall be responsible for all Construction Costs in excess of the Tenant Improvement Allowance.

(B) Prior to construction, the General Contractor shall prepare an AIA Tenant/Construction Contract for the Tenant Improvements ("**Construction Contract**"), which Construction Contract shall be executed by General Contractor and Tenant. The Construction Contract shall evidence: (i) Tenant's agreement to build the Tenant Improvements in accordance with the Plans prepared by the Architect, (ii) General Contractor's and Tenant's agreement with respect to the Construction Cost of the Tenant Improvements, subject to any allowances or contingencies provided by the General Contractor, (iii) Tenant's agreement of the allocation of the Construction Cost of Tenant Improvements as between Landlord and Tenant after taking into account the Tenant Improvement Allowance being provided by Landlord; and (iv) such other related matters governing the Tenant Improvements, the Plans and the Construction Cost of the Tenant Improvements.

(C) In the event the Tenant Improvement Allowance is less than the estimated costs to complete the Tenant Improvements, prior to the commencement of the construction of the Tenant Improvements, and any time thereafter as soon as reasonably possible after demand from Landlord, Tenant shall provide commercially reasonable evidence of source of funds from which Tenant shall draw in order to complete the Tenant Improvements and pay all contractors and suppliers in connection therewith. A letter from a bank or lending source shall be deemed acceptable to Landlord.

(D) Landlord shall pay the Tenant Improvement Allowance to Tenant within thirty (30) days after the latest to occur of the following conditions: (i) receipt by Landlord of a written request for disbursement for the Tenant Improvement Allowance (the “**Payment Request**”); (ii) a copy of Certificate of Substantial Completion from Tenant’s Architect that all of the Tenant Improvements have been completed in accordance with the Tenant Construction Documents; (iii) copies of paid invoices detailing and documenting the actual cost incurred by Tenant for the Tenant Improvements, as more specifically described below; (iv) a final unconditional lien waiver from Tenant’s General Contractor and all Subcontractors as more specifically described below; (v) a copy of the Tenant’s As-Built Plans; and (vi) a true and correct copy of its final Certificate of Occupancy for the Premises. The Payment Request shall include (i) copies of the invoices, receipts or other evidence reasonably required by Landlord or its lender to evidence the cost of the Tenant Improvements for which Tenant is seeking reimbursement, (ii) certificate signed by Tenant’s architect for the benefit of Landlord and its lender, certifying that Tenant Improvements set forth in such Payment Request have in fact been completed in accordance with the Tenant Construction Documents, (iii) lien waivers in form and substance reasonably acceptable to Landlord or its lender from General Contractor, and all subcontractors and all laborers or material suppliers having performed any work at the Premises related to the Tenant Improvements (collectively, the “**Subcontractors**”), and (iv) any other documents or items reasonably requested by Landlord or its lender. Landlord, and/or its lender shall at all times have the right to inspect the construction of the Tenant Improvements.

Landlord shall have a period of five (5) business days from the date it receives the Payment Request during which Landlord may review and approve such Payment Request and invoices, such approval not to be unreasonably withheld, delayed, or conditioned. If, after such review, Landlord objects to any portion of the Payment Request, Landlord shall notify Tenant of which items Landlord is objecting. Landlord and Tenant shall work in good faith to resolve any disputes with respect to any disputed amounts set forth in any Payment Request. Upon resolution of any such dispute, Landlord shall cause the payment of the General Contractor and Subcontractors, as applicable, for the amounts of such resolved items.

Upon the disbursement of the full amount of the Tenant Improvement Allowance in accordance with the terms of this Lease, Tenant shall pay all approved subsequent amounts set forth in Payment Requests to General Contractor and Subcontractors, as applicable.

(E) Change Orders. After execution of the Construction Contract, any change orders to the Tenant Improvements previously approved pursuant to this Lease shall require the advance written consent of Landlord and Tenant, which consent shall not be unreasonably withheld and, once obtained. **TO BECOME EFFECTIVE, ALL CHANGE ORDERS MUST BE IN WRITING AND SIGNED BY LANDLORD AND TENANT.** In some instances, requested

change orders may require the Architect to revise the Tenant Construction Documents or provide additional details for the Tenant Improvements to be performed by General Contractor and/or such change orders may require the services of other vendors to review, approve or install the same. The parties acknowledge and agree that all costs and expenses associated with any approved change order, as applicable, shall become part of the Construction Cost of the Tenant Improvements. In the event a Change Order increases the Construction Cost, and the total estimated Construction Cost exceeds the Tenant Improvement Allowance, Tenant, as part of Tenant's Contribution, shall promptly pay for, the amount of such increase to the Construction Cost. **TENANT ACKNOWLEDGES AND AGREES THAT CHANGE ORDERS LIKELY WILL DELAY THE DELIVERY OF THE PREMISES TO TENANT, AND LANDLORD SHALL NOT BE RESPONSIBLE FOR ANY DELAY CAUSED BY ANY CHANGE ORDER.**

EXHIBIT "B-2"

MERCANTILE DRIVE PROFESSIONAL CENTER BASE BUILDING STANDARDS October 21, 2019

- **Construction type:** VB unprotected
- **Foundation:** 4" thick, 3000 psi concrete with 6 mil vapor barrier on compacted fill
- **Exterior veneer:** standard brick with 3/8" mortar joint
- **Exterior walls:** 2x6 wood frame(no insulation or drywall)
- **Interior tenant demising wall:** 2x6 with sound attenuation batts and 5/8" drywall included on both sides. Drywall sanded and ready for paint
- **Doors:** Exterior storefront
- **Door Frames:** aluminum
- **Hardware:** Dorma medium duty hardware with a brushed chrome finish or equal.
- **Ceiling Grid:** N.A.
- **Acoustical Ceiling Tile:** N.A.
- **Plumbing:**
 - 4" main sanitary drain line included below slab
 - 1 1/2" domestic water line stub into tenant space
- **HVAC:** Tenant will be responsible for providing and installing split system heat pumps for tenant area.
- **Electrical:**
 - One 600 amp 277/480 volt service provided for Tenant space(separately metered)
 - Two 4" conduits included from ROW to building electrical room for data service
- **Fire Alarm System:** By Tenant
- **Height:** Slab to bottom of truss will be 12 feet

EXHIBIT "C"

RULES AND REGULATIONS

1. The sidewalks, entry passages, corridors, halls, and stairways shall not be obstructed by tenants, or used by them for any purpose other than those of ingress and egress.
2. The water closet and other water apparatus shall not be used for any other purpose than those for which they were constructed, and no sweepings, rubbish, or other obstructing substances shall be thrown therein, and no foreign objects, other than toilet paper, shall be flushed therein.
3. No advertisement or other notice shall be inscribed, painted or affixed on any part of the outside or inside of the Building. Window shades, blinds or curtains of a uniform color and pattern only, as specified by Landlord, shall be used throughout the Building to give a uniform color exposure through exterior windows. No awnings shall be placed on the Building.
4. No tenant shall do or permit to be done in the Building, or bring or keep anything thereon, which shall in any way obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or conflict with the laws relating to fires, or with the regulations of the Fire Department, or any part thereof, or conflict with any of the rules and ordinances of the Board of Health. Tenants, their invitees and employees shall maintain order in the Building, shall not make or permit any improper noise in the Building or interfere in any way with other tenants or those having business with them. No rooms shall be occupied or used as sleeping or lodging apartments at any time without permission of Landlord. No part of the Building shall be used or in any way appropriated for gambling, immoral or other unlawful practices. No intoxicating liquor or liquors shall be sold in the Building by Tenant without Landlord's permission.
5. No animals, birds, bicycles, or other vehicles shall be allowed into the offices, halls, corridors, or elsewhere in the Building except as required by law.
6. Tenants shall not deface the Building, the woodwork or the walls of the Premises.
7. No additional locks or latches shall be put upon any door without the written consent Landlord, which consent shall not be unreasonably withheld conditioned or delayed. Tenants at the termination of their Lease of the Premises shall return to Landlord all keys and security cards to doors in Building. Notwithstanding the foregoing, Landlord acknowledges and agrees that Tenant shall be permitted to place additional locks on the MRI and CT doors.
8. Landlord in all cases retains power to prescribe the weight and position of iron safes, files having excessive weight, or other heavy articles. Any damage done to the Building or to tenants or to other persons by taking a safe or other heavy article in or out of Premises, for overloading a floor, or in any other manner shall be paid for by Tenant causing such damage.
9. Parking facilities supplied by Landlord for Tenants shall be used for vehicles that may occupy a standard parking area only (i.e. 8' x 13'). Moreover, the use of such parking facilities shall be limited to normal business parking and shall not be used for a continuous parking of any vehicle or trailer regardless of size.
10. The Landlord shall not be responsible to any Tenant for the non-observance or violation of any of these Rules and Regulations by any other tenants.

11. Tenant shall not permit in the Premises any cooking or the use of any apparatus for the preparation of food or the use of any electrical apparatus likely to cause an overload of electrical circuits, with the exception of a microwave oven, coffee machine and refrigerator.
12. Tenant agrees that all personal property brought into the Premises by Tenant, its employees, licenses and invitees shall be at the sole risk of Tenant and Landlord shall not be liable for theft or of money deposited therein or for any damages thereto; such theft or damage being the sole responsibility of Tenant.
13. Tenants shall not use the roof of the Premises for any purpose without the prior written consent of the Landlord, which consent shall not be unreasonably withheld conditioned or delayed. Any work performed to any tenant's request, subject to the terms and provisions set forth in their respective lease shall be performed by a contractor selected by Landlord, in its sole and absolute discretion, and costs of such work shall be borne solely by such tenant.
14. Landlord may waive one or more of these Rules and Regulations for the benefit of any particular tenant, but no such waiver by Landlord shall be construed as a waiver of such Rules and regulations in favor of any other tenant, nor prevent Landlord from thereafter enforcing such Rules and Regulations against any or all of the other tenants of the Building.
15. These Rules and Regulations are supplemental to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of any premises in the Building.

EXHIBIT "D"

TENANT ACCEPTANCE AGREEMENT

This Tenant Acceptance Agreement (the "**Agreement**") is made and entered into this ____ day of _____, 2020, by and between NPC 4 LLC ("**Landlord**"), and AMERICAN HEALTH IMAGING OF FAYETTEVILLE, LLC ("**Tenant**").

WHEREAS, Landlord and Tenant entered into that certain Net Office Lease Agreement dated _____, 2020 (the "**Lease**") for premises designated as Suite xxx and described as approximately 4,500 rentable square feet located on the first floor of the approximately 10,000 square foot building (the "**Building**") as more particularly described in the Lease (the "**Premises**") said Building located at xxx Mercantile Drive , Newnan, Georgia.

Pursuant to the provisions of Section 8(b) of the Lease, Landlord and Tenant hereby mutually agree that:

- (i) Tenant is in possession of, and has accepted the Premises.
- (ii) Landlord has no further obligation for construction of the Tenant Improvements.
- (iii) The Commencement Date of the Lease is hereby agreed to be the ____ day of _____, 2020.
- (iv) The initial Term shall expire on the ____ day of _____, 2030.
- (v) All other terms and conditions of the Lease are hereby ratified and acknowledged to be unchanged.

[*Signatures set forth on following page*]

Agreed and executed this ____ day of _____, 2020.

LANDLORD: NPC 4 LLC

By: _____ (Seal)

Name: Charles Ogletree

Title: Managing Member

Date: _____

TENANT: AMERICAN HEALTH IMAGING OF NEWNAN, LLC

By: _____ (Seal)

Name: _____

Title: _____

Date: _____

EXHIBIT "E"

LEGAL DESCRIPTION OF THE LAND

All that tract or parcel of land lying and being in Land Lot 5 of the 2nd Land District of Coweta County, Georgia, and being a portion of Lot 3 as shown on a plat recorded in Plat Book 96, page 291, in the office of the Clerk of the Superior Court of Coweta County, Georgia, and being more particularly described as follows;

BEGINNING at the southwest corner of Lot 3, Plat Book 96 Page 291;

Thence along the west line of said Lot 3, North 00 degrees 15 minutes 37 seconds West, a distance of 230.17 feet;

Thence leaving said west line, North 89 degrees 59 minutes 28 seconds East, a distance of 282.29 feet;

Thence South 01 degrees 44 minutes 58 seconds East, a distance of 239.15 feet to the south line of said Lot 3;

Thence along said south line, North 88 degrees 15 minutes 02 seconds West, a distance of 289.28 feet to the POINT OF BEGINNING.

Containing 67,083 square feet or 1.54 acres, more or less.

EXHIBIT "F"

MERCANTILE DRIVE PROFESSIONAL CENTER CONSTRUCTION GUIDELINES

Location: Mercantile Drive Professional Center, Fayetteville, Georgia

1. Prior to the bidding process, General Contractor ("GC") shall be approved by the Building Owner, NPC 4 LLC ("NPC 4 ") and the Property Manager, Southtree Commercial Property Management ("PM").
2. Prior to construction, the GC shall submit to PM:
 - a. Fully executed AIA Tenant/Construction Contract between NPC 4 , Tenant and GC.
 - b. Provide a payment and performance bond in the amount of the AIA Tenant/Construction Contract (Building Owner waive this upon approval of GC).
 - c. Current Certificate of Insurance with NPC 4 as additional insured.
 - d. Project schedule timeline.
 - e. List of sub-contractors.
 - f. Indemnification Letter, drawings, stamped and signed.
 - g. Copy of the site specific Building Permit.
3. Prior to construction, a site walk through will take place with GC, Tenant and PM. A report of "existing conditions" will be noted by the GC at this time and kept on record. A copy of the report will be provided to PM.
4. Once the GC takes possession of Tenant area, for renovation process, verify all systems are in working order. Bring any non-functioning systems to the immediate attention of PM prior to beginning work. Contactor will be responsible for verifying, maintaining (throughout project duration) and delivering mechanical system in balanced working order.
5. The GC shall be required to provide full-time, on-site, qualified supervision at all times when sub-contractors are on the premises.
6. All work shall be performed in strict accordance with all applicable building codes and local ordinances. All trade changes must be clearly labeled.
7. There will be no smoking, chewing tobacco or alcoholic beverages permitted on the property. This is a tobacco free campus.
8. Parking for all construction personnel (GC, GC's employees, sub-contractors, etc.) will be assigned in an area to be determined by PM. Vehicles illegally parked will be towed.
9. Storage of work tools, boxes or construction materials in equipment and/or mechanical rooms is prohibited.
10. Any and all modifications to the Life Safety systems must meet or exceed existing code requirements and must be installed and certified by the vendor designated by PM in paragraph 39. Any non-compliance with current building or life safety codes shall be corrected during construction and brought up to code at Tenant's expense as part of the renovation project cost.

11. It is the responsibility of the GC to comply with all fire regulations throughout the duration of construction. The GC shall comply with all federal, state, and local safety regulations in the execution of their work. Fire extinguisher(s) shall be located in the immediate area of any soldering and/or welding.
12. All Tenant equipment such as air compressors, vacuum pumps, HVAC units, etc. must be installed within the Tenant suite. There shall be no Tenant/private equipment in the building electrical, mechanical, telephone, or janitorial rooms. This is to include all other common areas within the building.
13. Fixtures removed during construction must be offered to NPC 4 prior to disposal. This includes, but is not limited to, doors/ frames, cabinetry, light fixtures, plumbing fixtures/ fittings, and HVAC units and equipment, etc. NPC 4 shall provide a list prior to the commencement of construction of items they wish to retain. If no list is provided prior to construction, there shall be no obligation to offer to NPC 4 prior to disposal.
14. Tenant select its finish materials for the interior of the Premises. Any exterior doors shall be coordinated with PM.
15. Any deviation in building standards outside of the Premises must be reasonably approved by PM, including but not limited to equipment (HVAC), fixtures (door hardware but not including in the Premises), signage, etc.
16. Hardware specifications outside of the Premises must be coordinated through PM. The building keyway is restricted. Coordinate locks, keying and door hardware prior to installation. All keying for Tenant suites to be contracted with designated locksmith (see paragraph 39) through PM.
17. All unused cable must be removed from ceiling before completion. All new cable must be neatly strapped and suspended from decking or floor joist.
18. GC is required to maintain negative pressure as necessary within the construction area.
 - a. Seal off all supply diffusers using a solid material (i.e., cardboard, plastic, etc.) and duct tape within the construction area.
 - b. Install filter media over exhaust or return air grilles and ductwork within the construction area.
 - c. Verify air handler performance with closed off supply and filtered returns by adjusting variable speed drives, fan sheaves, or by turning off equipment.
 - d. Seal off, protect, and/or shut down any re-circulating equipment within the construction area.
 - e. Install portable air scrubbers per ICRA documents. Operate air scrubbers at all times during the project and until any infection control barriers are removed.
 - f. Connect the specified number of portable air scrubbers to un-insulated flexible exhaust duct and route to either the building's exterior or to a terminal filter, whichever is specified in the ICRA documents.
 - g. Deleted.
 - h. Ensure that adjacent occupied spaces have not been adversely affected by the change in pressurization of the construction area.
 - i. Investigate and document any periods where the construction area is not maintaining a negative pressure relationship to adjacent spaces.

19. All change orders that affect building systems (plumbing, Life Safety, HVAC etc.) must be reviewed and approved by PM.
20. A minimum of 1 complete (permitted) set of construction drawings is to remain on site at all times.
21. All drilling, coring, saw cutting, soldering/welding and any other phases causing excessive noise or vibrations must be scheduled at least 2 days in advance with PM. All utility shutdowns must be coordinated with PM. This work will be scheduled in consultation with PM.
22. Any necessary on-site coordination issues that require PM's personnel will be at the expense of the GC. (tie-in of fire alarm, etc.)
23. There is a vapor barrier (STEGO) beneath the first floor slab. If the vapor barrier is penetrated, the soil must be retreated for termite prevention by Active Pest Control and the vapor barrier must be properly repaired (per STEGO specifications). These procedures must take place prior to re-pouring concrete.
24. Material safety data sheets shall be maintained on site by GC and prior to any chemicals being brought onto the premises.
25. Electrical circuits and panels must be labeled and any device requiring maintenance must have an access panel. It is the GC's responsibility to locate these panels to provide reasonable future access. If you have any questions regarding location, please contact the PM Office.
26. There shall be no conduit, refrigerant lines, etc. run along the roof. Suspending material is not an option. There must be a separate roof jack for each piece of equipment if it cannot be accessed (through the curb) from below. The purpose is to reduce as many trip hazards as possible.
27. All protrusions or openings in a rated firewall or penetration through floor slab shall be sealed with a fire stopping material as required.
28. GC shall stub in for all plumbing as indicated. Final connection and installation of all plumbing shall be the responsibility of the GC.
29. Public areas including hallways, carpeting, tile flooring and elevator lobbies are to be protected at all times. GC must provide elevator blankets and flooring protection, which consist of masonite laid end to end and taped at joints and sides. All protection material must be approved by PM. Any finishes damaged during construction will be the responsibility of the GC to repair prior to leaving the site. This includes all shell doors to stairs, HVAC and electrical rooms, janitor's service rooms and restroom doors.
30. GC is responsible for maintaining a clean and orderly work environment (common areas, restrooms, electrical rooms, mechanical rooms, phone rooms, construction areas, etc.) to include the replacement of all material such as ceiling tile outside of construction areas at the end of each day, as the building does not furnish construction clean-up services.
31. GC shall be responsible for the off-site disposal of all container, pallets, construction debris, etc. The building dumpster and enclosure shall not be used for disposal of any kind. Placement of construction dumpster must be approved by PM. GC shall dispose of light bulbs, oil base paint, adhesives and other hazardous materials appropriately in accordance with regulatory guidelines.

32. All materials are to be delivered before 7:30 AM or after 7:00 PM without exception Monday through Friday, and before 7:30 AM and after 2:00 PM on Saturdays. Access or deliveries at other times to be reasonably coordinated with PM.
33. Any and all work requiring building access after-hours or into an existing Tenant space must be coordinated through PM (please allow 48 hours advance notice).
34. Painting services shall be done after hours unless paint is latex/water based and certified low VOC.
35. Carpet shall be installed after hours unless adhesive product is certified low VOC.
36. Below is a list of vendors that are required to be used for specific services on all projects. Please see the following list of vendors, contacts and phone numbers.

Roof: Mid-South Roof Systems: Southern Commercial Roof Tech (Daniel Gunn 770-331-5361)

Fire Alarm: PEG Electric (Mike Gable 404-456-1752)

Storefront Glass: Omni Glass (Thomas Micheal 404-763-1760)

Fire Sprinkler: Pure Fire Protection (Rodger Walker 678-378-3892)

37. Upon final completion of construction, a close-out package shall be prepared for PM that shall contain:
 - a. Copy of the Certificate of Compliance and Certificate of Occupancy if applicable
 - b. Copy of complete set of As Built architectural drawings (floor plans, MEPs, etc.) in CAD format on a CD.
 - c. Copy of complete T&B report.
 - d. Final lien waiver and/or affidavit of payment from GC and Subcontractors releasing lien rights.
 - e. Final (signed by Tenant) punch list.
 - f. Fire alarm/life safety certification letter.
 - g. All O&M manuals for major equipment affixed to or replacing base building equipment.
 - h. All warranties offered and/or required.
 - i. Contact list for all sub-contractors.

Building Owner:

NPC 4 LLC

Attn: Chuck Ogletree

201 Prospect Park, Suite A

Peachtree City, GA 30269

Office 770-631-0499

Fax 770-631-6685

Property Manager:

Southtree Commercial Property Management

Attn: Bobby Nelson

201 Prospect Park, Suite A

Peachtree City, GA 30269

Cell (678) 300-6885

Office (770) 487-4978

Fax 770-631-6685

Agreed and accepted:

General Contractor: _____

Signature: _____

Print Name: _____ Title: _____

Date: _____

Tenant name: _____

Suite #: _____

