

LEASE AGREEMENT
Mayfair Village
Oklahoma City, Oklahoma

THIS LEASE AGREEMENT is made and entered into this 25th day of April, 2022, by and between Mayfair HPR, LLC ("Landlord") and Touchstone Imaging of Oklahoma, LLC ("Tenant"), whether one or more.

FOR AND IN CONSIDERATION of the rental to be paid by Tenant and of the covenants and agreements herein set forth, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the Leased Premises (as described below) for the Term, at the rental and subject to and upon all of the terms, covenants, agreements and Rules and Regulations hereinafter set forth.

1. FUNDAMENTAL LEASE PROVISIONS.

1.1 Landlord's address for payment of rent and notices:

Mayfair HPR, LLC
825 N. Broadway Avenue, Suite 300
Oklahoma City, Oklahoma 73102

1.2 Tenant's address for notices shall be at the Leased Premises, or:

Touchstone Imaging of Oklahoma, LLC
3304 Communications Parkway, Suite 201
Plano, Texas 75093
Attention: Clete Madden

With copy to:

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

1.3 Name under which Tenant will do business at the Leased Premises:

Touchstone Imaging of Oklahoma (or any other trade name of Tenant's choice)

1.4 Size and Location of Leased Premises:

Size of Leased Premises: 6,000 sf.

Location of Leased Premises: 4901 N. May Avenue, Oklahoma City, Oklahoma 73112

1.5 Term of Lease: ten (10) years together with the partial calendar month, if any, during which the Commencement Date occurs and three (3) options to renew for five (5) years each, as set forth in Section 3.5.

- 1.6** Commencement Date: The earlier to occur of (i) Tenant opening for business or (ii) one hundred eighty (180) days following the date Landlord delivers the Leased Premises to the Tenant.
- 1.7** Tenant's obligation to pay rent shall commence on: the Commencement Date, unless otherwise provided herein.
- 1.8** Rental obligations:
- a)** Minimum Annual Rent: see paragraph 4 hereof
 - b)** Minimum Monthly Rent: see paragraph 4 hereof
 - c)** intentionally deleted
 - d)** Tenant's Monthly Proportionate Share of Real Estate Taxes as set forth in paragraph 6.1 herein.
 - e)** Tenant's Monthly cost for Shopping Center's operating cost as set forth in paragraph 6.2 herein.
 - f)** Tenant's Monthly Proportionate Share of the cost of all insurance as set forth in paragraph 6.3 herein.
- 1.9** Security Deposit: None
- 1.10** Guarantor: Touchstone Medical Imaging, LLC, a Delaware limited liability company
- 1.10** Nature of Business to be conducted at the Premises: Tenant shall use the Premises specifically as a provider of diagnostic imaging services. The Premises may be used and occupied only for the purposes specified in this Section and for no other purpose or purposes without prior written consent of Landlord.
- 1.11** Certificate of Insurance evidencing insurance policies maintained by the Tenant:
- Special Forms Causes of Loss Property Insurance on Tenant's Leasehold improvements in amounts described in Section 20.1 to be forwarded to Landlord from Tenant on or about the Commencement Date.
- Commercial General Liability Insurance on the Premises in amounts described in Section 20.2 to be forwarded to Landlord from Tenant on or about the Commencement Date.
- 1.12** Effect of Fundamental Lease Provisions. Each reference in this Lease Agreement to any of the Fundamental Lease Provisions contained in this Section 1 shall be construed to incorporate all of the terms provided under each such Fundamental Lease Provision. In the event of any conflict between any Fundamental Lease Provision and the balance of the Lease Agreement, the latter shall prevail.
- 2. PREMISES.** The Leased Premises (the "Leased Premises" or "Premises") is commercial space consisting of an area, the size and space number of which is set forth in Section 1 hereof located in a portion of Mayfair Village (the "Shopping Center") in the City of Oklahoma City, State of Oklahoma. The approximate

location of the Premises, and Shopping Center are shown on the Site Plan attached hereto as Exhibit "A". In addition to and incidental to the aforementioned lease of the Premises, Landlord hereby leases to Tenant the nonexclusive right to use all parking areas, driveways, sidewalks and other common facilities and areas furnished by Landlord from time to time in the Shopping Center or otherwise serving the Shopping Center.

3. TERM.

3.1 Length of Term and Commencement. The Term of this Lease shall be for the period set forth in Section 1 hereof commencing on the Commencement Date as set forth in Section 1.

3.2 Delay in Commencement. Except as expressly provided otherwise herein, Tenant agrees that in the event of the inability of Landlord for any reason to deliver possession of the Premises to Tenant on or before July 31, 2022, Landlord shall not be liable for any damage thereby, nor shall such inability affect the validity of this Lease or the obligations of Tenant hereunder, but in such case Tenant shall not be obligated to pay rent or other monetary sums until possession of the Premises is tendered to Tenant. The day in which Landlord delivers possession of the Premises to Tenant in the condition required by this Lease shall be the "Delivery Date". Notwithstanding anything contained herein, in the event the Delivery Date does not occur on or before October 31, 2022 (the "Termination Right Date"), Tenant shall be entitled to terminate this Lease by written notice to Landlord on or before the earlier to occur of the Delivery Date and the date that is forty-five (45) days after the Termination Right Date (in which event this Lease shall terminate).

3.3 Obligation to Pay Rent. Tenant's obligation to pay rent hereunder shall commence on the date set forth in Section 1.7; provided however, Minimum Monthly Rent shall be abated from the Commencement Date through August 1, 2023. The foregoing abatement shall not apply to any other rent payable hereunder.

3.4 Tenant's Certificate. Tenant shall, within fifteen (15) days after the Commencement Date, and thereafter from time to time, within ten (10) business days after Landlord's request, execute and deliver to Landlord a written declaration in recordable form: (1) ratifying this Lease; (2) expressing the Commencement Date and Termination Date hereof; (3) certifying that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writing as shall be stated); (4) that all conditions under this Lease to be performed by Landlord have been satisfied; (5) that there are no defenses or offsets against the enforcement of this Lease by Landlord, or stating those claimed by Tenant; (6) the date to which rental has been paid; (7) the amount of security deposited with Landlord; and (8) such other information as Landlord may reasonably request. Landlord's mortgage lenders and/or purchasers shall be entitled to rely upon such declaration.

3.5 Renewal Option. Provided that Tenant is not in default under this Lease beyond any applicable notice and cure period at the time of such election, Tenant shall have the right to renew this Lease for three (3) additional periods of five (5) years each ("Extended Term") by delivering written notice to Landlord of Tenant's election to renew not later than six (6) months before the expiration of the Initial Term or the current Extended Term, as applicable. If Tenant exercises its option to renew the Lease for any Extended Term, the Term of this Lease shall be extended on the same terms provided in this Lease.

4. MINIMUM RENT.

Minimum Rent. From and after the Commencement Date (subject to the abatement described in Section 3.3 hereof), Tenant agrees to pay Landlord at such place as Landlord may designate, without prior demand therefore and without any deduction or set-off whatsoever, and as fixed minimum rent, the

following Minimum Monthly Rent:

Lease Year	Minimum Annual Rent	Minimum Monthly Rent
Year 1	\$132,000.00	\$11,000.00
Year 2	\$135,000.00	\$11,250.00
Year 3	\$138,000.00	\$11,500.00
Year 4	\$141,000.00	\$11,750.00
Year 5	\$144,000.00	\$12,000.00
Year 6	\$147,000.00	\$12,250.00
Year 7	\$150,000.00	\$12,500.00
Year 8	\$153,000.00	\$12,750.00
Year 9	\$156,000.00	\$13,000.00
Year 10	\$159,000.00	\$13,250.00
Year 11*	\$162,000.00	\$13,500.00
Year 12	\$165,000.00	\$13,750.00
Year 13	\$168,000.00	\$14,000.00
Year 14	\$171,000.00	\$14,250.00
Year 15	\$174,000.00	\$14,500.00
Year 16*	\$177,000.00	\$14,750.00
Year 17	\$180,000.00	\$15,000.00
Year 18	\$183,000.00	\$15,250.00
Year 19	\$186,000.00	\$15,500.00
Year 20	\$189,000.00	\$15,750.00
Year 21*	\$192,000.00	\$16,000.00
Year 22	\$195,000.00	\$16,250.00
Year 23	\$198,000.00	\$16,500.00
Year 24	\$201,000.00	\$16,750.00
Year 25	\$204,000.00	\$17,000.00

*Minimum Rent if Tenant exercises its option to renew the Lease for the particular Extended Term.

Said sums shall be paid in advance on the first day of each calendar month, provided rent shall be paid on the Commencement Date for the initial fractional month prorated on a per-diem basis

5. PERCENTAGE RENT. (INTENTIONALLY DELETED).

6. TAXES, COMMON AREA CHARGES AND INSURANCE.

Tenant shall pay as additional rent, without demand therefore and without set-off or deduction (except as expressly provided otherwise herein), its Proportionate Share (as hereinafter defined) of expenses and charges as set forth in Sections 6.1 through 6.3 below, provided, however, that the expenses set forth in paragraph 6.1(d) below shall be paid completely, and not proportionately, by Tenant. The "Proportionate Share" of Tenant shall be obtained by multiplying the expense in question by a fraction, the numerator of which shall be the square footage of the Premises and the denominator of which shall be the square footage of the total gross leasable space in the Shopping Center. Tenant hereby reserves the right to independently verify the rentable square footage of the Premises at any time within thirty (30) days of the Delivery Date, and, in the event Tenant determines that the rentable square footage of the Premises differs than what is

stated in this Lease, Tenant shall have the right to notify Landlord of the same (in which event all amounts hereunder calculated based on the rentable square footage of the Premises shall be adjusted to take into account such different rentable square footage, including without limitation, the amount of the Build-Out Allowance). All measurements shall be applied in conformance with the American National Standard Method of measuring floor space in retail buildings as most recently published by the Building Owners and Managers Association International. In the event of a dispute between Landlord and Tenant as to the actual square footage of the Premises, the parties shall have the right to choose an independent third party, mutually selected by Landlord and Tenant to resolve such dispute and the findings of such third party shall be binding on the parties.

6.1 Taxes.

(a) During the Term of this Lease, Tenant shall pay its Proportionate Share of all "Real Estate Taxes" levied or assessed by lawful taxing authorities against the land, building or improvements comprising the Shopping Center.

(b) "Real Estate Taxes" shall mean all taxes, assessments, levies and charges, whether special, extraordinary or otherwise, which may be levied, assessed or imposed upon, on account of or with respect to; (i) the ownership of and/or all other taxable interest in all land situated in the Shopping Center; and (ii) all buildings, structures, and other improvements situated thereon; provided, however, Real Estate Taxes shall not include any franchise, inheritance or estate, succession, transfer, gift tax, capital levy or corporation, income or profit tax calculated upon the Landlord's net income.

(c) Tenant shall pay one-twelfth of its Proportionate Share of annual Real Estate Taxes each month in advance on the first day of each month with its payment of Minimum Monthly Rent. The amount of Real Estate Taxes upon which payment is based shall be the most current notice(s) of assessment of tax bill(s) concerning the Shopping Center or, if there are none, such amount as Landlord may reasonably estimate. If the amount paid by Tenant toward Real Estate Taxes exceeds the actual amount due (as determined from the notice(s) assessment of tax bill(s) actually covering the period in question), the excess shall be credited on Tenant's next succeeding payment(s) pursuant to this subsection or promptly paid to Tenant if there is no such succeeding payment. If the amount paid by Tenant is less than said actual amount due, Tenant shall pay to Landlord the deficiency within thirty (30) days after notice from Landlord. Tenant's Monthly Proportionate Share of the Real Estate Tax during the initial twelve (12) months of the Term of Lease is estimated to be \$500.00 per month.

(d) Tenant shall also be solely responsible for and shall pay before delinquency all municipal, county, state or federal taxes assessed during the term of this Lease against any personal property or fixtures of any kind owned by or placed, in upon or around the Premises by Tenant or against the leasehold created hereby. Should the taxing authorities include in such Real Estate Taxes the value of any improvements made by Tenant, or include machinery, equipment, fixtures, inventory or other personal property of Tenant, then Tenant shall also pay the entire Real Estate Taxes for such items. Except as otherwise expressly set forth herein, Tenant shall also be responsible for, any and all taxes payable by Landlord whether or not now customary or within the contemplation of the parties hereto, including, without limitation; (a) any taxes upon, allocable to, or measured by the area of the Premises or on the rent payable hereunder, including, without limitation, any gross income tax or excise tax levied by the State, any political subdivision thereof, City or Federal Government with respect to the receipt of such rent; or (b) any taxes upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises, or any portion thereof; or (c) any taxes upon or measured by the value of Tenant's personal property, equipment or fixtures located in the Premises; or (d) any taxes upon this transaction or

any documents to which Tenant is a party creating or transferring an interest or an estate in the Premises. If at any time Landlord pays for any of the foregoing described taxes, Tenant shall reimburse to Landlord, within thirty (30) days of receipt of a demand therefore, any and all taxes payable by Landlord

(e) Landlord may, but is not obligated to contest the amount or validity, in whole or in part, of any Real Estate Taxes. If Real Estate Taxes are reduced (or if a proposed increase is avoided or reduced) because Real Estate Taxes are contested, Landlord may include in its computation of Real Estate Taxes the reasonable costs and expenses incurred in connection with such contest, including without limitation reasonable attorneys' fees, up to the amount of any Real Estate Tax reduction obtained in connection with the contest or any Real Estate Tax increase avoided or reduced in connection with the contest, as the case may be. Tenant may not contest Real Estate Taxes. Tenant shall be credited with its equitable share of any refund of Real Estate Taxes, using Tenant's Proportionate Share, to the extent of the Real Estate Taxes actually paid by Tenant and, if applicable, such refund shall be made to Tenant after the Term of this Lease. Tenant shall reasonably cooperate with Landlord in connection with any contest provided herein.

6.2 Common Area Expense.

From and after the Commencement Date, Tenant agrees to pay Landlord at the same time and in the same manner as it pays Minimum Monthly Rent, the following fixed amounts, as Tenant's portion of the Common Area Expenses:

Lease Year	Annual Common Area Expenses	Monthly Common Area Expenses
Year 1	\$12,000.00	\$1,000.00
Year 2	\$12,240.00	\$1,020.00
Year 3	\$12,484.80	\$1,040.40
Year 4	\$12,734.50	\$1,061.21
Year 5	\$12,989.19	\$1,082.43
Year 6	\$13,248.97	\$1,104.08
Year 7	\$13,513.95	\$1,126.16
Year 8	\$13,784.23	\$1,148.69
Year 9	\$14,059.91	\$1,171.66
Year 10	\$14,341.11	\$1,195.09
Year 11*	\$14,627.93	\$1,218.99
Year 12	\$14,920.49	\$1,243.37
Year 13	\$15,218.90	\$1,268.24
Year 14	\$15,523.28	\$1,293.61
Year 15	\$15,833.74	\$1,319.48
Year 16*	\$16,150.42	\$1,345.87
Year 17	\$16,473.43	\$1,372.79
Year 18	\$16,802.90	\$1,400.24
Year 19	\$17,138.95	\$1,428.25
Year 20	\$17,481.73	\$1,456.81
Year 21*	\$17,831.37	\$1,485.95
Year 22	\$18,188.00	\$1,515.67
Year 23	\$18,551.75	\$1,545.98

Year 24	\$18,922.79	\$1,576.90
Year 25	\$19,301.25	\$1,608.44

*Expenses for the Common Area Expenses to be paid by Tenant, if Tenant exercises its option to renew the Lease for the particular Extended Term.

The "Common Area Expenses" mean the costs and expenses incurred in operating and maintaining the common areas, hereinafter defined, used or available for use by Tenant and the employees, agents, servants, customers, and other invitees of Tenant, excluding items of expense commonly known and designated as carrying charges, but specifically including, without limitation, utility expenses for lighting, landscaping, sprinkler controls; maintenance, repair and replacement of common area pavement, fence repairs and replacement, power washing; and mechanical equipment; repair, maintenance and cleaning of the common areas structure, including floors, monument sign, ceiling, roof, skylights, and windows; gardening and landscaping repairs, line painting, lighting, general sanitary and trash removal, the cost of personnel who perform such services, to direct-parking, and who police the common areas. "Common Areas" shall mean all areas, space, equipment and special services provided for the common or joint use and benefit of the tenants or occupants of the Shopping Center, or portions thereof, their employees, agents, servants, customers, and other invitees, including without limitation, parking areas, access roads, driveways, retaining walls, the buildings located on the Shopping Center, landscaped areas, truck service ways, loading docks, pedestrian courts and plazas, stairs, ramps and sidewalks.

Landlord and Tenant acknowledge that the Monthly Common Area Expenses is a fixed amount and no reconciliation of such amounts will be made regardless of the actual amount of Common Area Expenses actually incurred by Landlord.

6.3 Insurance. Tenant shall pay its Proportionate Share of the cost of all property insurance and commercial general liability insurance procured by Landlord to insure the Shopping Center. Tenant shall pay said Proportionate Share monthly, in advance, at the same time and in the same manner as it pays Minimum Monthly Rent. Landlord shall annually provide a statement of the amount of Tenant's Proportionate Share of such cost, which statement shall set forth the basis for such charge. If the amount paid by Tenant toward insurance exceeds the actual amount due, the excess shall be credited on Tenant's next succeeding payment(s) pursuant to this subsection or promptly paid to Tenant if there is no such succeeding payment. If the amount paid by Tenant is less than said actual amount due, Tenant shall pay to Landlord the deficiency within thirty (30) days after notice from Landlord. Tenant's Monthly Proportionate Share of the insurance during the initial twelve (12) months of the Term of Lease is estimated to be \$375.00 per month.

7. (INTENTIONALLY DELETED)

8. CONSTRUCTION.

8.1 Improvements. If the building(s) to contain the Leased Premises (the "Building") are not currently in existence, or should the Leased Premises be existing and require certain improvements, Landlord and/or Tenant shall construct and complete said building and/or certain improvements in accordance with the terms and conditions described in Exhibit "B" attached hereto. Prior to the Commencement Date, Tenant shall have the right to enter the Premises and to obtain keys thereto to perform Tenant's work. In doing so, however, Tenant shall comply with direction of the Landlord and shall not unreasonably interfere with any of Landlord's construction activities. During such entry all of Tenant's obligations hereunder, except the obligation to pay rent, shall be in full force and effect. Any work other than or in addition to the items specifically enumerated as Landlord's Work on Exhibit "B" shall be performed by Tenant at its sole cost and expense (subject to the Build-Out Allowance, as hereinafter defined).

8.2 Changes to Shopping Center. Landlord hereby reserves the right at any time to make changes, alterations or additions, (including the building and leasing of additional commercial space, in or on the building in which the Premises are contained), anywhere in the Shopping Center (excluding the Premises), provided, however, that Landlord shall use commercially reasonable efforts not to materially and adversely affect Tenant's business operations, including, without limitation, access, parking and visibility.

9. USE OF PREMISES. Tenant shall use the Premises solely for the purpose set forth in Section 1.10 above under the trade name set forth in Section 1.3 above. Tenant shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord. Notwithstanding anything in this Lease to the contrary, Landlord hereby represents and warrants that such Use does not violate any matters of public record, occupancy agreements, and other matters affecting the Premises.

10. CONTINUOUS OPERATION. (INTENTIONALLY DELETED)

11. LAWS, WASTE, NUISANCE.

Tenant covenants that it: (a) will not use the Premises, or any part thereof, or adjacent sidewalks, for conducting thereon a second-hand store or any auction, distress, fire bankruptcy or going-out-of business sale; (b) will comply with all governmental laws, ordinances, regulations and requirements now in force or which hereafter may be in force, or any lawful governmental body or authorities having jurisdiction over the Premises that are required as a result of Tenant's specific use (as opposed to general retail use) or any alterations performed by Tenant in the Premises ("Tenant's Compliance Obligations"); (c) will keep the Premises and every part thereof in a clean, neat and orderly condition, free of unreasonable and objectionable noise, odors or nuisances, and will in all respects and at all times fully comply with all health and police regulations; and (d) shall not suffer, permit or commit any waste. Notwithstanding anything herein to the contrary, at no time may Tenant use the Premises for any purpose set forth on Exhibit "E" attached hereto.

Landlord shall be responsible, at its cost, for complying with all governmental laws, ordinances, regulations and requirements pertaining to the Shopping Center and/or Premises that are not Tenant's Compliance Obligations.

12. SIGNS, AWNINGS, AND CANOPIES.

Tenant shall not place or suffer to be placed or maintained on any exterior door, wall or window of the premises, or elsewhere in the Shopping Center, any sign, awning, canopy, or advertising matter or other things of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the premises without first obtaining Landlord's written approval (such approval not to be unreasonably withheld, conditioned or delayed). Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or other things as may be approved in good condition and repair at all times. Landlord may, at Tenant's cost, remove any item erected in violation of this Section. Any sign erected by Tenant shall comply with all terms of the signage requirements set forth in Exhibit "C" attached hereto. Landlord hereby acknowledges that Tenant shall be permitted to (i) install signage on the east side of the Building, and (ii) install monument signage on the middle monument sign panel on the monument sign serving the Shopping Center. In the event of any replacement of any approved signage, Tenant shall be responsible to repair the EIFS system by utilizing industry standards of repair with materials compatible with the existing system. No patching of the EIFS system shall be allowed.

13. MAINTENANCE AND REPAIR OBLIGATIONS.

13.1 Maintenance by Tenant. Tenant, at its sole cost and expense, shall at all times keep the Premises, including exterior entrances, all plate glass and window moldings, and all partitions, doors, fixtures, equipment, and appurtenances thereof, including lighting, electrical and plumbing fixtures, sewage, facilities, electric motors, the heating and air conditioning system (HVAC), in good order, condition and repair, including the replacement thereof when necessary. Tenant shall be solely responsible for any and all costs associated with Tenant specific sanitary and trash removal.

13.2 Maintenance by Landlord. Landlord shall, at its sole cost and expense, maintain, repair and replace the following components of the Premises, Shopping Center and buildings located therein, as applicable: (i) foundation, (ii) slab, (iii) roof (including roof membrane), (iv) exterior walls and windows, (v) the structural portions, (v) gutters and downspouts, (vi) all wiring, plumbing, pipes, conduits or other utilities located outside of the Premises, and (vii) all common areas serving the Shopping Center, including, without limitation, landscaping, parking areas, sidewalk and driveways. Landlord shall, at all times during the entire Lease term, operate, manage, maintain and repair the Building and Shopping Center in a lawful, efficient and businesslike manner in accordance with sound property management practices consistent with comparable developments in the market area.

13.3 Landlord's Right to Cure. If Tenant refuses or neglects to repair or maintain property as required hereunder to the reasonable satisfaction of Landlord as soon as reasonably possible after written demand, but in no event earlier than thirty (30) days after receipt of written notice from Landlord, except in the event of an emergency in which case Tenant shall commence the repair as soon as reasonably possible, Landlord may make such repairs on behalf of Tenant, and Tenant shall pay Landlord's cost for making such repairs, within thirty (30) days following presentation of a bill and paid invoices therefore. Failure of Tenant to pay such amount within thirty (30) day period shall constitute a default by hereunder.

14. ALTERATIONS.

Except as set forth in Exhibit "B" or elsewhere in this Lease, Tenant shall not make or cause to be made any alterations, additions or improvements or install or cause to be installed any trade fixtures, exterior signs, floor coverings, interior to exterior lighting, plumbing fixtures, shades or awnings or make any changes to the storefront, without first obtaining Landlord's written approval (such approval not to be unreasonably withheld, conditioned or delayed). Tenant shall present to the Landlord plans and specifications for such work at the time approval is sought. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. All such work with respect to any alterations, additions and changes shall be done in a good and workmanlike manner and diligently prosecuted to completion such that, except as absolute necessary during the course of such work, the Premises shall at all times be a complete operating unit. Any such alterations, additions or changes shall be performed and done strictly in accordance with all laws and ordinances relating thereto. In performing the work or any such alterations, additions or changes, Tenant shall have the same performed in such manner as not to unreasonably obstruct access to any portion of the Shopping Center. Any alterations, additions or improvements to or of the Premises including, but not limited to wall coverings, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures (including, without limitation, imaging machines), shall at once become a part of the realty and shall be surrendered with the Premises, unless Landlord otherwise elects at the end of the term hereof.

Notwithstanding the foregoing to the contrary, no prior consent shall be required with respect to interior cosmetic alterations (e.g., painting, carpeting, etc.) which do not exceed \$75,000 in the aggregate for

all such alterations during any calendar year.

15. LIENS.

Should any mechanic's or other lien be filed against the Premises or any part thereof by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within thirty (30) days after notice by Landlord.

16. UTILITIES.

16.1 Tenant's Expense. Landlord shall not be liable in the event of any interruption in the supply of any utility services to the Premises or Shopping Center, unless such interruption in the supply of any utility services is caused by the negligence and/or willful misconduct of Landlord, Landlord's agents, contractors, or employees. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities, the same shall be installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord. Tenant shall be solely responsible for and shall promptly pay all charges for its use or consumption for heat, sewer, water, gas, electricity or any other utility service.

16.2 Alternate Service Provider. Landlord has advised Tenant that presently OG&E is the utility company supplying electricity service for Shopping Center ("Electric Service Provider"). Notwithstanding the foregoing, if permitted by Law, Landlord shall have the right at any time and from time to time during the Term of Lease to either contract for service from a different company or companies providing electricity service (each such company shall hereinafter be referred to as an "Alternate Service Provider") or continue to contract for service from the Electric Service Provider. Tenant shall reasonably cooperate, at no cost to Tenant, with Landlord, the Electric Service Provider, and any Alternate Service Provider at all times and, as reasonably necessary, shall allow Landlord, the Electric Service Provider, and any Alternate Service Provider, reasonable access to the building's electric lines, feeders, risers, wiring, and any other machinery, within the Leased Premises.

17. ASSIGNMENT.

17.1 Assignment Prohibited. Except as expressly provided otherwise herein, Tenant shall not transfer, assign, mortgage, or hypothecate this Lease, in whole or in part, or permit the use of the Premises by any person or person other than tenant, or sublet the Premises, or any part thereof, without prior written consent of Landlord in each instance, which shall not be unreasonably withheld, conditioned or delayed. Without limiting the generality of the foregoing, it is acknowledged that Landlord's consent may be withheld for any of the following reasons: (1) Landlord may withhold its consent if in Landlord's judgment occupancy by any proposed assignee, subtenant or other transferee: (i) is not consistent with the maintenance and operation of Building due to the nature of the proposed occupant's business or the manner of conducting its business or its experience or reputation in the community, or (ii) is likely to cause disturbance to the normal use and occupancy of the Building; and (2) Landlord may withhold its consent to the extent Landlord reasonably determines necessary to comply with a restriction on use of the Premises, the Building, the Shopping Center or any other real property owned by Landlord adjacent to the Shopping Center contained in any lease, mortgage, or other agreement or instrument by which the Landlord is bound or to which any of such property is subject (but not if such proposed use is the same as the permitted use hereunder). Such prohibition against assigning or subletting shall include any assignment or subletting by operation of law. Any transfer of this Lease from the Tenant by merger, consolidation, transfer of assets or liquidation shall constitute an assignment of hypothecation of any direct or indirect stock or interest in such corporation, association or a partnership in the aggregate of fifty percent (50%) or more shall be deemed an assignment

within the meaning of this Section.

Notwithstanding the foregoing, Tenant may, without Landlord's consent or other condition, assign this lease or sublet the Premises (i) to any parent, subsidiary, or any affiliate of Tenant or any subsidiary of any parent of Tenant, (ii) to Tenant's successor by merger, consolidation, or acquisition of stock or membership interests, (iii) to any purchaser of substantially all or a material portion of Tenant's assets, or (iv) in connection with the sale of an operating division of Tenant or any parent, subsidiary, or affiliate of Tenant, or any subsidiary of any parent of Tenant (each, a "Permitted Transfer"). In the event of any such assignment or sublease, Tenant shall provide Landlord notice of such assignment, or subletting, and a copy of the assignment and assumption agreement, or sublease, after the effective date thereof. With respect to any assignment, Tenant shall be released from all liabilities and obligations first accruing after a Permitted Transfer if the assignee's net worth, following the Permitted Transfer, is equal to or greater than the net worth of Tenant immediately prior to the Permitted Transfer.

17.2 Consent Required. Excepting a Permitted Transfer as set forth above, any assignment or subletting without Landlord's consent shall be void, and shall constitute a default hereunder which, at the option of Landlord, shall result in the termination of this Lease or exercise of Landlord's other remedies hereunder. Consent to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under or through Tenant.

17.3 Landlord's Right In Event of Assignment. If this Lease is assigned, Landlord may collect rent and other charges from such assignee or other party, and apply the amount collected to the rent and other charges reserved hereunder, but such collection shall not constitute consent or waiver of the necessity of consent to such assignment, nor shall such collection constitute the recognition of such assignee as the Tenant hereunder or a release of Tenant from the further performance of all of the covenants and obligations of Tenant herein. Tenant shall pay to Landlord reasonable fees, not to exceed \$200.00, incurred in connection with processing of documents necessary to the giving of such consent.

18. INDEMNITY.

Unless caused by the negligence or willful misconduct of Landlord or Landlord's agents, employees or contractors, Tenant shall indemnify Landlord and save it harmless from and against any and all suits, actions, damages, claims, liability and expense in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at or from the Premises, or the occupancy or use by Tenant of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, invitees, licensees or concessionaires, including acts or omissions relating to the sidewalks and common areas within the Shopping Center. Unless caused by the negligence or willful misconduct of Landlord or Landlord's agents, employees or contractors, Landlord shall not be responsible or liable at any time for any loss or damage to Tenant's merchandise, equipment, fixtures or other personal property or to Tenant's business, including any loss or damage to either the person or property of Tenant that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining space. Tenant shall give prompt notice to Landlord in case of fire or accident in the Premises or in the building of which the Premises are a part or of defects therein or in any fixtures or equipment.

Unless caused by the negligence or willful misconduct of Tenant or Tenant's agents, employees or contractors, Landlord shall indemnify, protect, defend and hold Tenant, its agents and employees harmless from and against any and all claims, actions, damages, liabilities, demands, costs and expenses of every kind

and nature (including reasonable attorneys' fees and court costs) in connection with injury (including death) or damage to any person, property or business arising from or out of any negligence or willful misconduct of Landlord, its employees, agents or contractors.

19. INSURANCE.

19.1 Special Forms Causes of Loss Property Insurance on Tenant's Leasehold Improvements. At all times during the Term hereof, Tenant shall keep in force at its sole cost and expense, special forms causes of loss property insurance with an insurance company rated A-VI or better by A.M. Best, equal to the replacement cost of Tenant's leasehold improvements, trade fixtures, furnishings, equipment and contents upon the Premises, and naming Landlord as a loss payee.

19.2 Liability Insurance. Tenant shall, during the entire Term hereof, keep in full force and effect a policy of commercial general liability insurance with respect to the Premises, the business operated by Tenant, and any subtenants, concessionaires or licensees of Tenant in the Premises, with combined single limit liability coverage of not less than One Million and 00/100 Dollars (\$1,000,000). The policy shall name Landlord as an additional insured. The insurance shall be with an insurance company rated A-VI or better by A.M. Best and a copy of the policy or a certificate of insurance shall be delivered to Landlord. All commercial general liability policies shall be written as primary policies, not contributing with and not in excess of coverage which Landlord may carry. All such policies shall contain a provision that Landlord, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence of Tenant. All such insurance shall specifically insure the performance by Tenant of the indemnity agreement as to liability for injury to or death of persons or injury or damage to property contained in Section 19. Such insurance may not lapse or be canceled with respect to Landlord without Tenant giving Landlord at least thirty (30) days prior written notice of such lapse or cancellation. It is understood that insurance is typically renewed on an annual basis, and an updated Certificate of Insurance will be provided upon request to evidence current coverage.

19.3 Landlord's Insurance. During the Term Landlord agrees to carry insurance providing at least fire and extended coverage, including special form coverage, insuring the Landlord's improvements located at the Shopping Center including the Premises and all appurtenances (except improvements, merchandise, trade fixtures, furnishings, operating equipment, and Tenant's personal property). Landlord will also maintain a commercial general liability policy of insurance (occurrence form) with respect to the Shopping Center. Landlord shall maintain policies of insurance throughout the term of this Lease consistent with Landlord's past practices or as otherwise reasonably determined by Landlord.

19.4 Lender. Any mortgage lender interested in any part of the Shopping Center may, at Landlord's option, be afforded coverage under any policy required to be secured by Landlord or Tenant hereunder, by use of a mortgagee's endorsement to the policy concerned.

19.5 Waiver of Subrogation. Landlord and Tenant each hereby waive any and all rights of recovery against the other or against the officers, employees, agents and representative of the other, on account of loss or damage occasioned to such waiving party's property or the property of others under its control to the extent that such loss or damage is insured against any fire and extended coverage insurance policy which either may have in force at the time of such loss or damage.

19.6 Increase In Insurance Premiums. Tenant shall not stock, use or sell any article or do anything in or about the Premises which may be prohibited by Landlord's insurance policies or any endorsements or forms attached thereto, or which will increase any insurance rates on the Premises, the building of which

they are a part, or any other buildings in the Shopping Center. Tenant shall pay on demand any increase in premiums for Landlord's insurance that may be charged on such insurance carried by Landlord resulting from Tenant's use and occupancy of the Premises or the Shopping Center, whether or not Landlord has consented to the same. Landlord represents to the best of Landlord's knowledge and belief that the Permitted Use is not prohibited by Landlord's insurance policies or any endorsements or forms attached thereto, and will not cause the increase in any insurance rates on the Premises, the building or the Shopping Center.

20. DESTRUCTION.

If the Premises, Shopping Center or Building shall be damaged by fire or any other casualty, Landlord shall repair the Premises, Shopping Center or Building, as applicable, and until repair is complete, Minimum Monthly Rent hereunder shall be abated proportionately as to that portion of the Premises rendered untenantable. Notwithstanding the foregoing, if: (a) the Premises by reason of such occurrence are rendered wholly untenantable, or (b) the Premises should be damaged as a result of a risk which is not covered by Landlord's insurance and also would not be covered by any insurance which Landlord is required to maintain hereunder, or (c) the Premises should be damaged in whole or in part during the last year of the term of any renewal hereof and the estimated restoration time exceeds ninety (90) days (provided, however, Tenant shall be entitled to exercise any right Tenant has to extend the Term of this Lease in order to prevent termination under this subsection), or (d) the Premises or the Building, whether the Premises are damaged or not, or all of the buildings which then comprise the Shopping Center, should be damaged to the extent of twenty percent (20%) or more of the then monetary value thereof, and Landlord terminates all other leases in the Shopping Center, or (e) the reasonably estimated time to restore the Shopping Center, Premises or Building, as applicable, such that Tenant's business operations can be conducted in the Premises exceeds one hundred eighty (180) days after the date of the applicable casualty), then and in any such event, (A) Landlord may either elect to repair the damage or may cancel this Lease by notice of cancellation within sixty (60) days after such event and thereupon this Lease shall expire, and Tenant shall vacate and surrender the premises to Landlord, and (B) Tenant may elect to cancel this Lease by notice of cancellation within sixty (60) days after such event and thereupon this Lease shall expire, and Tenant shall vacate and surrender the premises to Landlord. In the event this Lease is not terminated pursuant to the terms of this Section 20 and Landlord does not actually restore the Premises, Shopping Center or Building, as applicable, within such one hundred eighty (180) day period, Tenant shall thereafter have the right to terminate this Lease upon written notice thereof to Landlord at any time prior to such restoration being completed. If the damage is caused by the willful misconduct of Tenant, there shall be no abatement of rent.

21. CONDEMNATION.

21.1 Total Condemnation. If the whole of the Premises shall be acquired or taken by condemnation proceedings, then this Lease shall cease and terminate as of the date of title vesting in such proceedings.

21.2 Partial Condemnation. If any part of the Premises shall be taken as aforesaid, and such partial taking shall render that portion not so taken unsuitable for the business of Tenant (except for the amount of floor space), then this Lease shall cease and terminate as aforesaid. If such partial taking is not extensive enough to render the premises unsuitable for the business of Tenant, then this Lease shall continue in effect except that the Minimum Monthly Rent shall be reduced in the same proportion that the floor area of the Premises (including basement, if any) taken bears to the original floor area demised and Landlord shall, upon receipt of the award in condemnation, make all necessary repair or alterations to the building in which the Premises are located so as to constitute the portion of the building not taken a complete architectural unit, but such work shall not exceed the scope of the work to be done by Landlord in originally constructing

said building, nor shall Landlord in any event be required to expend for such work an amount in excess of the amount received by Landlord as damages for the part of the Premises so taken. "Amount received by Landlord" shall mean that part of the award in condemnation which is free and clear to Landlord of any collection by mortgage lenders for the value of the diminished fee.

21.3 Option to Terminate. If more than twenty percent (20%) of the floor area of the building in which the Premises are located shall be taken as aforesaid, Landlord or Tenant may, by written notice to the other party, terminate this Lease. If this Lease is terminated as provided in this subsection, rent shall be paid up to the day that possession is so taken by public authority and Landlord shall make an equitable refund of any rent paid by Tenant in advance.

21.4 Award. Tenant shall not be entitled to, and expressly waives, all claim to any condemnation award for any taking, whether whole or partial, and whether for diminution in value of the leasehold or to the fee, although Tenant shall have the right, to the extent that the same shall not reduce Landlord's award to claim from the condemnor, but not from the Landlord, such compensation as may be recoverable by Tenant's business and fixtures (provided, however, Tenant shall be entitled to pursue a separate award relative to any relevant condemnation on account of loss of business, for the unamortized value of any leasehold improvements paid for by Tenant, for moving expenses or for the value of Tenant's leasehold estate).

21.5 Definition. As used in the Section, the term "condemnation proceedings" means any action or proceeding in which any interest in the Premises is taken for any public or quasi-public purpose by any lawful authority through exercise of the power of eminent domain or right of condemnation or by purchase or otherwise in lieu thereof.

22. EVENTS OF DEFAULT: REMEDIES.

22.1 Default by Tenant. Upon the occurrence of any of the following events, Landlord shall have the remedies set forth in Section 22.2:

(a) Tenant fails to pay any rental or any other sum due hereunder within five (5) business days after Tenant's receipt of written notice from Landlord that the same is past due.

(b) Tenant fails to perform any other term, condition or covenant to be performed by it pursuant to this Lease within thirty (30) days after written notice of such default shall have been given to Tenant by Landlord (provided, however, in the case of any such failure which cannot reasonably be cured within thirty (30) days but which is curable, Tenant may cure such failure within such additional period as may be reasonably required, as long as Tenant has promptly commenced such cure and thereafter diligently prosecutes such cure to completion).

(c) Tenant shall become bankrupt or insolvent or file any debtor proceedings or have taken against such party in any court pursuant to state or federal statute, a petition in bankruptcy or insolvency, reorganization or appointment of a receiver or trustee and any such action is not dismissed within ninety (90) days after the filing thereof.

(d) A breach of any guaranty agreement between Landlord and Guarantor within thirty (30) days after written notice of such default shall have been given to Tenant by Landlord (provided, however, in the case of any such failure which cannot reasonably be cured within thirty (30) days but which is curable, Tenant may cure such failure within such additional period as may be reasonably required, as long as Tenant has promptly commenced such cure and thereafter diligently prosecutes such cure to completion).

22.2 Remedies. Upon the occurrence of the events set forth in Section 22.1, Landlord shall have the option to take any or all of the following actions, without further notice or demand of any kind to Tenant or any other person:

(a) Immediately reenter and remove all persons and property from the Premises, storing said property in a public place, warehouse or elsewhere at the cost and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of or liable in trespass. No such reentry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given by Landlord to Tenant.

(b) Collect by suit or otherwise each installment of rent or other sums as it becomes due hereunder, or enforce, by suit or otherwise, any other term or provision hereof of the part of Tenant required to be kept or performed.

(c) Terminate this Lease by ten (10) days written notice to Tenant. In the event of such termination, Tenant agrees to immediately surrender possession of the Premises. Should Landlord terminate this Lease, it may recover from Tenant all damages it may incur by reason of Tenant's breach, including the cost of recovering the Premises, reasonable attorney's fees, and the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

(d) Should Landlord reenter, as provided above, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, and whether or not it terminates this Lease, it may be necessary in order to relet the Premises, and relet the same or any part thereof for such term or terms (which may be for a term extending beyond the Term of this Lease), and at such rental or rentals and upon such other terms and conditions as Landlord in its reasonable discretion may deem advisable. Upon each such reletting, all rentals received by the Landlord from such reletting shall be applied, first, to the payment of any indebtedness, other than rent due hereunder and the residue, if any, shall be held by Landlord and applied in payment of future rents as the same may become due and payable hereunder. If such rentals received from such reletting during any month shall be less than that to be paid during such month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such reentry and reletting of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention shall be given to Tenant pursuant to subsection (c) above, or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

The remedies given to Landlord in this Section 22 shall be in addition and supplemental to all other rights or remedies which Landlord may have under laws then in force. Notwithstanding anything in this Lease to the contrary, Landlord shall use commercially reasonable efforts to mitigate its damages in connection with any event of default by Tenant. Landlord's obligation to mitigate damages under this Lease shall be satisfied in full if Landlord undertakes to lease the Premises to another tenant (a "Substitute Tenant") in accordance with the following criteria:

(i) Landlord shall have no obligations to solicit or entertain negotiations with any other prospective tenants for the Premises until Landlord obtains full and complete possession of the Premises including, without limitation, the final and unappealable legal right to relet the Premises free of any claim of

Tenant;

(ii) Landlord shall not be obligated to lease or show the Premises, on a priority basis, offer the Premises to a prospective tenant when other premises in the Shopping Center suitable for that prospective tenant's use are (or soon will be) available;

(iii) Landlord shall not be obligated to lease the Premises to a Substitute Tenant for a Monthly Minimum Rent less than the current fair market rent then prevailing for similar uses in comparable buildings in the same market area as the Shopping Center, nor shall Landlord be obligated to enter into a new lease under other terms and conditions that are unacceptable to Landlord under Landlord's then current leasing policies for comparable space in the Shopping Center;

(iv) Landlord shall not be obligated to enter into a lease with a Substitute Tenant whose use would:

(A) violate any restriction, covenant, or requirement contained in the lease of another tenant of the Shopping Center;

(B) adversely affect the reputation of the Shopping Center; or

(C) be incompatible with the operation of the Shopping Center as an retail shopping center;

(v) Landlord shall not be obligated to enter into a lease with any proposed Substitute Tenant which does not have, in Landlord's reasonable opinion, sufficient financial resources to operate the Premises in a first class manner; and

(vi) Landlord shall not be required to expend any amount of money to alter, remodel, or otherwise make the Premises suitable for use by a proposed Substitute Tenant unless;

(A) Tenant pays any such sum to Landlord in advance of Landlord's execution of a lease with such tenant (which payment shall not be in lieu of any damages or other sums to which Landlord may be entitled as a result of Tenant's default under this Lease); or

(B) Landlord, in Landlord's reasonable discretion, determines that any such expenditure is financially justified in connection with entering into any such substitute lease.

23. ACCESS TO PREMISES.

Landlord shall have the right to place, maintain, and repair all utility equipment of any kind in, upon and under the Premises as may be necessary for the servicing of the Premises and other portions of the Shopping Center. Landlord shall also have the right to enter the Premises with twenty-four (24) hours advance written notice to Tenant (excepting in the case of an emergency) to inspect or to exhibit the same to prospective purchasers, mortgagees and tenants, and to make such repairs, additions, alterations, or improvements as Landlord may deem desirable. During the six (6) months prior to expiration of this Lease, or of any renewal term, Landlord may place upon the Premises "For Lease" signs, or signs of similar import, which Tenant shall permit to remain thereon. Landlord shall use commercially reasonable efforts to not unreasonably interfere with Tenant's business operations while exercising its rights hereunder, and Tenant shall be given the opportunity to have a representative accompany Landlord during any such access.

24. CONTRACTOR.

With respect to each Landlord's obligations under any provision of this Lease concerning creation or reconstruction of the Premises, the building containing the same or other improvements in the Shopping Center, the obligation concerned shall be fulfilled either: (i) by Landlord arranging to have construction accomplished by one or more contractors licensed in the State in which the Shopping Center is located (any of which contractors may, at Landlord's option, be a corporation or other entity directly or indirectly affiliated with or controlled by Landlord); and/or at Landlord's option, (ii) if at the time Landlord is required to fulfill such obligation, it is the holder of a license authorizing it to act as a contractor within such State, by Landlord participating in creation or reconstruction of the improvements concerned in the capacity of contractor. Any construction or building permits required for creation or reconstruction of the Premises, the building containing the same or other improvements in the Shopping Center shall be obtained by Landlord's contractor(s) or, if Landlord acts as such, by Landlord itself.

25. FINANCING.

26.1 Subordination. Upon request of Landlord, Tenant will subordinate its rights hereunder, pursuant to a commercially reasonable subordination, non-disturbance and attornment agreement, to the lien of any mortgage or mortgages, or lien or other security interest resulting from any other method of financing or refinancing, now or hereafter in force against the land and/or buildings hereafter placed upon the land of which the Premises are a part and to all advances made or thereafter to be made upon the security thereof. The provisions of this Section notwithstanding, so long as Tenant is not in default hereunder, this Lease shall remain in full force and effect for the full term hereof and shall not be terminated as a result of any foreclosure or sale or transfer in lieu of such proceeding pursuant to a mortgage or other instrument to which Tenant has subordinated its rights pursuant hereto.

26. ATTORNMENT.

In the event of the sale or assignment of Landlord's interest in the building of which the Premises are a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of power of sale under any mortgage or other security instrument made by Landlord covering the Premises, Tenant shall attorn to the assignee or purchaser and recognize such purchaser as Landlord under this Lease so long as such assignee or purchaser recognizes Tenant as the "Tenant" hereunder and agrees to not disturb Tenant's rights under this Lease.

In the event of any sale or exchange of the Premises by the Landlord and assignment by Landlord of this Lease, the Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Premise of this Lease, occurring after the consummation of such sale or exchange and assignment, so long as the assignee of Landlord's rights and obligations hereunder fully assumes all obligations and liabilities of Landlord hereunder.

27. LANDLORD DEFAULT; RIGHT TO CURE.

In the event of breach, default or noncompliance hereunder by Landlord, Tenant shall, before exercising any right or remedy available to it, give Landlord written notice of the claimed breach, default or noncompliance. If prior to its giving such notice, Tenant has been notified in writing (by way of Notice of Assignment of Rents and Leases, or otherwise) of the address of a lender which has furnished any of the

financing referred to in Section 25.1 hereof, concurrently with giving the aforesaid notice to Landlord, Tenant shall transmit a copy thereof to such lender. For the thirty (30) days following the giving of the notice(s) required by the foregoing portion of this Section (or such longer period of time as may be reasonably required to cure a matter which, due to its nature, cannot reasonably be rectified within thirty (30) days), Landlord shall have the right to cure the breach, default, or noncompliance involved. If any such breach, default or noncompliance is not cured within the applicable cure period, Landlord shall be in default under the terms of this Lease and Tenant shall be entitled to (i) cure such default of Landlord by performing the relevant obligations of Landlord on Landlord's behalf, in which case Landlord shall reimburse Tenant, within thirty (30) days of receiving an invoice from Tenant for such costs, for all costs expended by Tenant in performing such obligations, plus an administrative fee of five percent (5%) of such costs, and/or (ii) pursue all other remedies available to Tenant under this Lease, at law or in equity, as a result of such default. In the event Tenant proceeds under clause (i) hereinabove and is not reimbursed in full for its costs within thirty (30) days of its delivery of an invoice to Landlord, Tenant shall be entitled to offset the amount of such unreimbursed costs against the amounts next due and payable under this Lease.

28. QUIET ENJOYMENT.

Landlord represents that it has full right and authority to lease the Premises and Tenant shall peacefully and quietly hold and enjoy the Premises for the full term hereof so long as Tenant does not default in the performance of any of the terms hereof and then fail to cure such default within any applicable cure period set forth herein.

29. SURRENDER OF PREMISES.

At the expiration of this Lease, Tenant shall surrender the Premises in the same condition as they were in upon delivery of possession thereto under this Lease, reasonable wear and tear, casualty, condemnation, and Landlord's repair, maintenance and replacement obligations excepted, and shall deliver all keys to Landlord. Upon surrender of the Premises to Landlord, Tenant shall remove all of its personal property.

30. HOLDING OVER.

If Tenant shall remain in the Premises after the expiration of this Lease without having a new written lease, then Landlord shall have the option to treat Tenant either (a) as one not lawfully entitled to possession of the Premises, and shall thereupon be entitled to take all lawful action for Tenant's immediate removal therefrom, or (b) as a tenant for the ensuing calendar month and for each separate ensuing calendar months thereafter, in which case said tenancy may be terminated by either Landlord or Tenant as of the end of any calendar month upon thirty (30) days prior written notice, and Tenant shall pay monthly rent at 125% during the final full month of the Term (exclusive of abatements, if any). No such holding over shall give rise, whether by operation of law or otherwise, to any other term or tenancy than set forth in this paragraph.

31. ATTORNEY'S FEES.

In the event that at any time during the Term of this Lease either Landlord or Tenant institutes any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, then the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the reasonable expenses of such action, including reasonable attorney's fees incurred therein by the successful party.

32. PAST DUE SUMS.

If Tenant fails to pay, when the same is due and payable any Minimum Monthly Rent, additional rent or other sum required to be paid by it hereunder, such unpaid amounts shall be assessed a sum of five percent (5%) of such unpaid amounts as a service fee. In addition thereto, Landlord may charge interest from the due date thereof to the date of payment at the rate of eight percent (8%) per annum. Notwithstanding the foregoing, however, Landlord's right concerning such interest and service fee shall be limited by the maximum amount which may properly be charged by Landlord for such purposes under applicable law. Provided, however, notwithstanding the foregoing, Landlord will waive the late charge and any interest payable by Tenant with respect to the first late payment by Tenant in any twelve (12) consecutive month period so long as Tenant cures any said late payment by payment thereof within five (5) business days following Tenant's receipt of written notice thereof from Landlord.

33. MISCELLANEOUS PROVISIONS.

33.1 No Partnership. Landlord does not by this Lease, in any way or for any purpose, become a partner or joint venturer of Tenant in the conduct of its business or otherwise. The provisions of this Lease relating to percentage rents are included solely for the purpose of providing a method whereby rents are to be measured and ascertained.

33.2 Force Majeure. Landlord and Tenant each shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond Landlord's or Tenant's, as applicable, control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

33.3 No Waiver. Failure of Landlord to insist upon the strict performance of any provision or to exercise any option hereunder shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived, unless such waiver be in writing and signed by Landlord.

33.4 Notices. Any notice, demand, request or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by United States certified or registered mail, postage prepaid, and shall be addressed as set forth in Section 1 hereof. Either party may designate such other address to which notices may be sent by written notice as provided herein.

33.5 Counterparts; Execution. This Lease may be executed in two or more counterparts. Furthermore, the parties agree that (i) this Lease may be transmitted between them by electronic mail and (ii) electronic signatures (including electronic copies of manual signatures) shall have the effect of original signatures relative to this Lease.

33.6 Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

33.7 Broker's Commission. Landlord acknowledges that Avenue Commercial Real Estate is representing the Tenant as its broker in this transaction. Landlord shall pay a commission to Avenue Commercial Real Estate, in accordance, per a separate agreement between Landlord and Avenue Commercial Real Estate. Landlord and Tenant agree to indemnify and hold each other harmless from and against any and all liability and cost which Landlord or Tenant, as applicable, may suffer in connection with any other real

estate brokers claiming by, through, or under Landlord or Tenant, as applicable, seeking any commission, fee or payment in connection with this Lease.

33.8 Tenant Defined: Use of Pronouns. The word "Tenant" and "Landlord" shall be deemed and taken to mean each and every person or party executing this document as a "Tenant" or "Landlord" respectively. If there is more than one Tenant or Landlord, any notice required or permitted by the terms of this Lease may be given by or to any one thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a corporation or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to the corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

33.9 Provisions Binding, Etc. Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representative, heirs, successors and assigns. In the event of any sale or assignment (except for purposes of security or collateral) by Landlord of the Shopping Center, the Premises, or this Lease, Landlord shall, from and after the date this Lease is assigned shall be entirely relieved of all of its obligations hereunder and such obligations shall, as of the time of such sale or assignment, automatically pass to Landlord's successor in interest. The provisions of this Lease shall be governed by the Laws of the State of Oklahoma.

33.10 Entire Agreement. This Lease and the Exhibits, Riders and/or Addenda, if any, attached hereto, sets forth the entire agreement between the parties. All Exhibits, Riders or Addenda mentioned in this Lease are incorporated herein by reference. Any guaranty attached hereto is an integral part of this Lease and constitutes consideration given to Landlord to enter into this Lease. Any prior conversations or writings are hereby superseded and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant, unless reduced to writing and signed by both parties hereto. Submission of this Lease for examination does not constitute an option for the Premises and becomes effective as a lease only upon execution and delivery thereof by Landlord to Tenant. If any provisions contained in a Rider or Addenda is inconsistent with any provision in this body of this Lease, the provision contained in said Rider or Addenda shall control. The captions and Section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any Section of Paragraph.

33.11 Recourse by Tenant. Anything in the Lease to the contrary notwithstanding, Tenant agrees that it shall look solely to the estate and property of Landlord in the land and buildings comprising the Shopping Center, including, without limitation, all rent, insurance proceeds, and condemnation awards derived therefrom, and subject to prior rights of any mortgagee of the Shopping Center, for the collection of any judgement (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Landlord, and no other assets of Landlord shall be subject to levy, execution or other procedures for the satisfaction of Tenant's remedies.

33.12 Rules and Regulations. The Rules appended to this as Exhibit "D" are hereby made a part of this Lease, and Tenant agrees to comply with and observe the same. Tenant's failure to keep and observe said Rules and Regulations shall constitute a breach of the terms of this Lease in the manner as if the same were contained herein as covenants. Landlord reserves the right from time to time to amend or supplement said Rules and Regulations and to adopt and promulgate additional rules and regulations applicable to the Premises and the Shopping Center, provided, however (i) any such rules and regulations shall not materially

and adversely affect Tenant's rights and obligations under the Lease, (ii) Tenant shall be provided written notice of any such rules and regulations, together with a copy of same, at least thirty (30) days prior to the effective enforcement date, and (iii) any such rules and regulations shall be enforced in a non-discriminatory manner.

34. MERCHANTS ASSOCIATION. (INTENTIONALLY DELETED)

35. EXHIBITS.

The Exhibits A, B, C, D, and E are attached hereto and made a part hereof.

36. BUILD-OUT ALLOWANCE.

Landlord shall contribute Forty and 00/100 Dollars (\$40.00) per square foot, in an amount not to exceed Two Hundred Forty Thousand and 00/100 Dollars (\$240,000.00) (the "Build-Out Allowance") for the "hard" and "soft" costs incurred by Tenant in constructing improvements to the Premises ("Tenant Improvements"). If the cost of the Tenant Improvements exceeds the Build-Out Allowance, Tenant shall pay all amounts in excess of the Tenant Build-Out Allowance. Prior to payment, Tenant shall accomplish the following: (a) Tenant shall submit proposed plans and specifications for the Tenant Improvements to Landlord for approval within thirty (30) days after the Effective Date of this Lease (such approval not to be unreasonably withheld, conditioned or delayed); (b) Tenant shall obtain all necessary governmental permits and licenses to construct the Tenant Improvements; (c) Tenant shall provide Landlord with Lien Release waivers from Tenant's General Contractor; and (d) opening for business. The Build-Out Allowance shall be paid no later than thirty (30) days after the foregoing conditions are met or satisfied.

Tenant agrees as follows with respect to the construction of the Tenant Improvements: (i) prior to commencing improvements and construction of the Tenant Improvements, and at all times during construction, Tenant shall cause Tenant's contractor to obtain and maintain builder's risk insurance in form, amounts and from carriers reasonably acceptable to Landlord, naming such contractor, Tenant, Landlord and any mortgagee or trustee or beneficiary under any deed of trust as named insured as their interests appear; (ii) Tenant shall cause such construction to be completed with due diligence and in substantial compliance with the plans, specifications and drawings for the Tenant Improvements that have been approved by Landlord and all applicable laws, ordinances, rules, regulations and restrictions; (iii) to the best of its ability, Tenant shall cause such construction to be performed in a manner that will not unreasonably interfere with other tenants of the Shopping Center or Landlord's operation of the Shopping Center; and (iv) Tenant shall cause its contractors to repair and restore, at no expense to Landlord, any damage to any other portion of the Shopping Center that results from or is caused by Tenant's construction of the Tenant Improvements.

37. AUTHORITY OF SIGNATORIES.

Each person executing this Lease individually and personally represents and warrants that he is duly authorized to execute and deliver the same on behalf of the entity for which he is signing (whether it be a corporation, general or limited partnership, or otherwise), and that this Lease is binding upon said entity in accordance with its terms.

38. HIPAA.

Landlord acknowledges and understands that it may have incidental contact and access to protected health information ("PHI") of Tenant's patients during the term of this Lease as such term is defined in the

Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); provided, however, Landlord shall use commercially reasonable efforts to avoid such contact and access to PHI. Landlord agrees that it will not use or disclose PHI in any manner. Landlord and Tenant agree to enter into an amendment to this Lease as necessary to comply with applicable federal and state laws and regulations governing the use and/or disclosure of PHI (collectively, the "PHI Laws"). Landlord and Tenant further agree to enter into a Business Associate Agreement, if such is deemed necessary to comply with subsequent amendments and regulations to HIPAA. Notwithstanding any of Landlord's rights to enter the Premises pursuant to the terms of this Lease, Landlord shall not cause Tenant to in any way violate any laws, regulations or ordinances intended to protect the rights and privacy of Tenant's patients, including those relating to any and all patient records, which at any time, Tenant shall be able to secure in locked storage units or remove from the Premises. Notwithstanding anything contained herein to the contrary, to ensure the privacy of Tenant's patients, neither Landlord nor any Landlord parties may enter the Premises unless accompanied by a representative of Tenant, with the exception of bona fide emergencies.

39. CHILLER UNIT.

Tenant shall have the right to install and operate a chiller and a quench vent (collectively, the "Chiller Unit"), which Chiller Unit shall be installed and maintained on the roof of the Premises in a location mutually approved by Landlord and Tenant. Tenant shall operate and maintain the Chiller Unit in compliance with all applicable laws, rules, regulations and ordinances, and Tenant shall have the right to install a screen around the Chiller Unit, if required by the City of Oklahoma City or any other governmental agency; provided such screen shall be installed in accordance with plans and specifications approved by Landlord (such approval not to be unreasonably withheld, conditioned or delayed).

40. EXCLUSIVE USE.

For so long as (i) this Lease is in effect and (ii) Tenant is not in default of this Lease beyond any applicable notice and cure period, no premises within the Shopping Center (other than the Premises) shall have twenty percent (20%) or more of its gross monthly sales made from offering medical imaging services (the "Competing Use Restriction"). Provided, however, the Competing Use Restriction shall not apply to any existing tenants or occupants that have executed leases or other occupancy agreements for space in the Shopping Center as of the Effective Date (collectively the "Existing Tenants"); provided, however, in no event shall Landlord consent or otherwise permit any Existing Tenants to change their use if the same would violate the Competing Use Restriction and Landlord can prohibit such change of use without being in default of the applicable lease. In the event of any violation of this Section 41 (an "Exclusive Violation"), Tenant shall only be required pay to Landlord, in lieu of full Rent, an amount equal to fifty percent (50%) of the Rent ("Alternate Rent") then due on a monthly basis until such Exclusive Violation has been cured. Further, if such Exclusive Violation is not cured within six (6) months after such initial Exclusive Violation commenced, then Tenant shall also have the right to terminate this Lease at any time prior to such Exclusive Violation being cured.

41. LEASE MEMORANDUM.

If requested by Tenant, Landlord shall execute a recordable Memorandum of Lease or Short Form Lease, prepared at Tenant's expense and in form reasonably acceptable to Landlord, specifying the exact term of this Lease and such other terms as the parties shall mutually determine, and Tenant is hereby authorized to record such Memorandum of Lease or Short Form Lease in the applicable public registry.

42. AS-BUILT DRAWINGS.

Landlord shall deliver to Tenant, on or before the Delivery Date, the as-built drawings of the Building and Premises in CAD format. If Landlord fails to comply with such obligation and Tenant proceeds to cause to be prepared as-built drawings, then, in such event, Landlord shall reimburse to Tenant the costs incurred by Tenant in connection with preparing such as-built drawings.

[SIGNATURE PAGE(S) FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date first set above.

LANDLORD:

Mayfair HPR, LLC

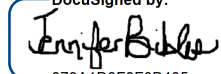
DocuSigned by:

By: 97E2FBF1479A4D8...
Caleb Hill-Manager

Date: April 26, 2022

TENANT:

Touchstone Imaging of Oklahoma, LLC

DocuSigned by:

By: 879A1D8F8F0B485...
Name: Jennifer Bibles
Title: Group President

Date: April 26, 2022

EXHIBIT "A"

DEPICTION OF PREMISES

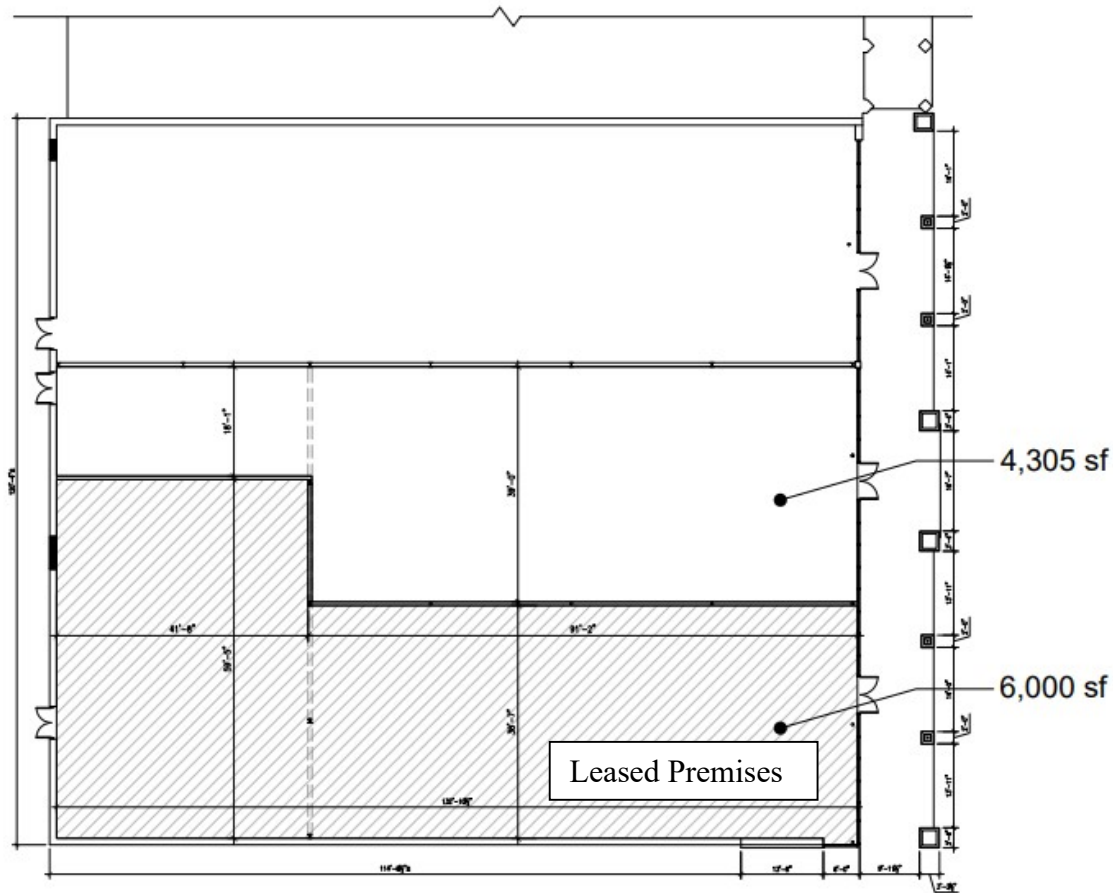


EXHIBIT "A"

DEPICTION OF SHOPPING CENTER

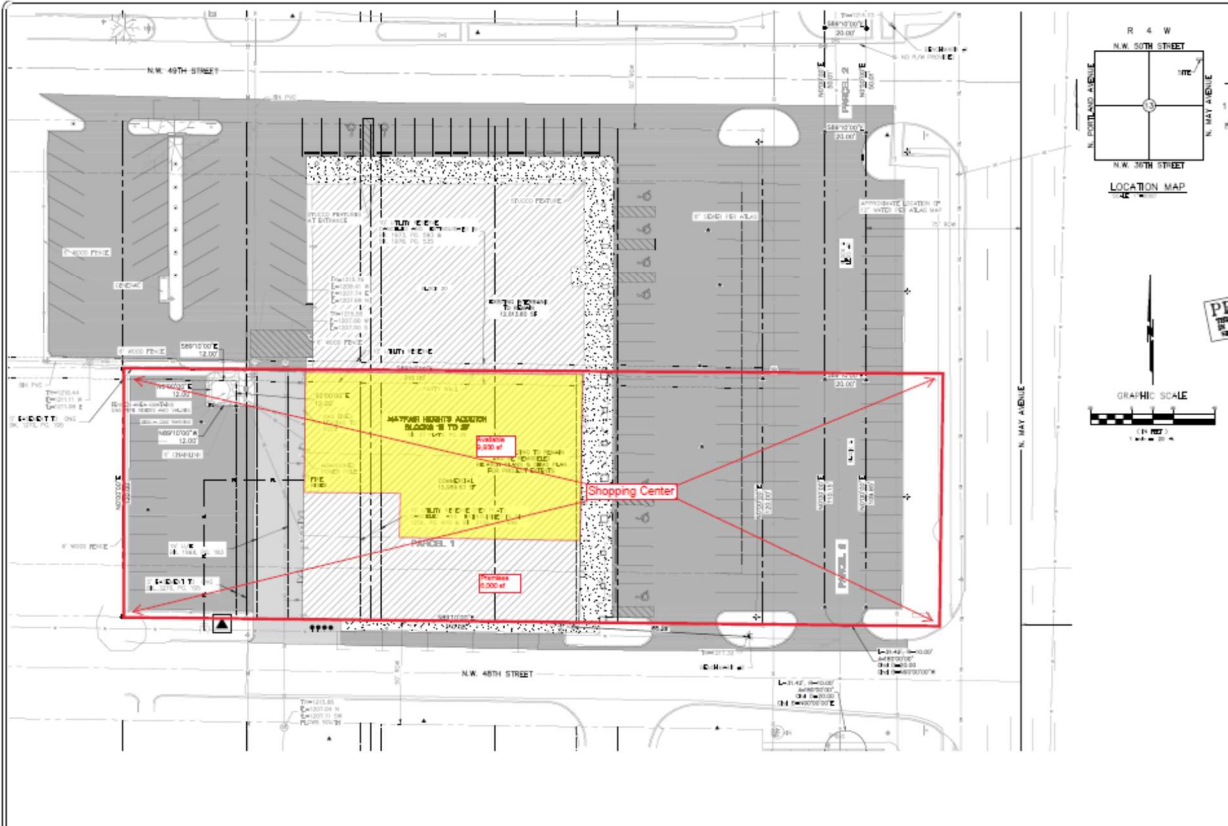


EXHIBIT "B"

CONSTRUCTION

Landlord and Tenant mutually agree to the following:

1. LANDLORD'S WORK. "Landlord's Work" shall mean all work required to be performed in or about the Premises and/or the Shopping Center by Landlord, at the sole cost and expense of Landlord, as more specifically set forth below in this Exhibit "B". All Landlord's Work shall be done at Landlord's sole cost and expense and shall be performed in compliance with all laws and in a good and workmanlike manner using new materials.

1. **FLOOR SLAB.** The floor slab shall be completed by Landlord once Tenant has completed all underground utilities and notifies Landlord such has been inspected and approved by City, which shall be 4" thick with #3 rebar at 12", and moisture barrier.
2. **DEMISING PARTITIONS.** The demising wall will be constructed by Landlord, metal studs only.
3. **ROOFING.** The roofing will be in good condition. Roof will be insulated with roof insulation as required by local energy requirements. Tenant shall use Landlord's Roofer to complete any and all roof penetrations. Tenant to discuss with Tenant's contractor.
4. **STRUCTURE.** The structural portions of the Premises (i.e., the footings, foundations, floor slab, structural load bearing walls, columnar supports) shall be in good condition and repair.
5. **CEILINGS.** Existing ceilings shall remain exposed and delivered as they currently exist.
6. **GLASS & GLAZING.** All new exterior insulated glass and storefront system.
7. **HEATING, VENTILATING & AIR CONDITIONING (HVAC).** Tenant is responsible for HVAC.
8. **FIRE SPRINKLERS.** The automatic fire sprinkler system will be installed as required by local authorities to cover the building shell with main riser, tamper switch, main and distribution piping. Relocation of fire sprinkler heads to accommodate Tenant's interior layout will be at Tenant's sole cost and expense. Landlord also shall install monitoring and dialer for shared fire sprinkler system, part of CAM.
9. **PLUMBING.**
 - a. The plumbing systems will consist of a main building sewer line of 4" minimum stubbed to rear of Premises.
 - b. Domestic service is stubbed to the rear of the Premises and Tenant shall distribute within the Premises. Water line and meter is 2" and sanitary sewer is 4".
10. **ELECTRICAL.** Electrical power has been provided to the rear of the Premises, including CT can, meter base and can accommodate 480V, 800amps, 3 Phase Service.

11. TELEPHONE. Landlord will provide a main telephone service entrance to the Building with conduits and utility company lines stubbed from the utility company to the main telephone backboard in the common electrical room.

12. EXTERIOR. Landlord responsible for accessible parking, accessible path of travel, accessible path to public way, etc. as required to meet federal, state, provincial, and local building, life safety and handicap accessibility codes.

13. MONUMENT SIGN. Landlord responsible for the cost of the initial signage to be installed on the monument sign panel. All other signage shall be the responsibility of the Tenant.

14. ADDITIONAL ITEMS. Landlord shall have completed the following work prior to delivery of the Leased Premises to Tenant:

- a. Exterior roof access ladder;
- b. Roofing skids and structural roof conditions to support condensers and chillers in the location indicated by Tenant; and
- c. Side (west) wall entry at the location indicated by Tenant, being (double/single) man doors.

2. Tenant's Work. Tenant hereby agrees to perform all work required of Tenant hereunder ("Tenant's Work") at its sole cost and expense and in accordance with the approved plans and specs.

1. All other necessary work that is desired by Tenant in Tenant's sole discretion.

EXHIBIT "C"

SIGN CRITERIA

INTRODUCTION

The following sets forth the basic guidelines by which Landlord will review and approve all Tenant signs. The purpose of the sign criteria is to insure tasteful, quality signage throughout the shopping center and to assure an outstanding Tenant signage program. Conformity will be strictly enforced and any non-conforming signs will be disapproved. **No sign shall be installed unless it has been approved in writing by Landlord.**

GENERAL REQUIREMENTS

- (1) Tenant shall submit or cause to be submitted to Landlord, at Tenant's sole cost and expense, three (3) prints of detailed drawings indicating the location, size, layout, design and color of all proposed sign(s), including all lettering and/or graphics. A full color rendering of the sign(s) may also be required by Landlord when circumstances dictate.
- (2) Signs are to be furnished and installed at the Tenant's sole cost and expense only after prior written approval by Landlord.
- (3) All permits for signs and their installation shall be obtained by the Tenant of its sign contractor.
- (4) Tenant shall be responsible for the fulfillment of all requirements of this criteria and shall submit samples of sign materials if requested by Landlord.
- (5) Approved sign plans and specifications shall be attached to and made a part of the Tenant/Landlord Lease Agreement.
- (6) One sign will be permitted per store front unless otherwise approved by Landlord.

LOCATION OF SIGNS

- (1) Tenant shall under no circumstances erect, install, inscribe, paint or affix any sign, lettering or advertising medium to or upon the interior glass surface of any entrance door or show window without in each instance obtaining prior written approval of Landlord, and should such sign, lettering or advertising medium prove objectionable to Landlord, it will be removed forthwith by Tenant, at Tenant's sole cost and expense, upon request of Landlord.
- (2) Signs shall be installed within the designated fascia.
- (3) Under no circumstances will Landlord permit signs to be applied to neutral columns, strips or fascias.
- (4) Tenant may install signage on the east side of the building and shall have the right to use the middle monument sign panel.

DESIGN REQUIREMENTS

- (1) Wording of signs shall not include the product sold except as part of Tenant's trade name. No trademarks or logos shall be permitted without prior written approval of Landlord.
- (2) Tenant shall have identification signs designed in a manner compatible with and complementary to adjacent and facing store fronts and the overall design concept of the

shopping center.

- (3) The overall length of the sign shall not exceed 75% of the width of the storefront, and the maximum height of the sign shall be subject to Landlord's approval.
- (4) Tenant shall at its sole cost and expense provide and install a high-quality impervious material to its sign fascia such as: ceramic tile, laminated plastic, anodized aluminum, brass, bronze, mirror or finished hardwoods. All finishes shall be approved by Landlord. The sign fascia finish shall be an integral part of the store front design and shall be compatible in all respects.
- (5) Any Tenant who is an established franchise or chain store and has a recognized trademark letter style or logo may be excused from complying with the criteria portion relating to letter style or color.

GENERAL SPECIFICATIONS

- (1) Exposed neon tubes forming letters and logo may be considered and approval shall be at the sole discretion and approval of Landlord.
- (2) All storefront signs shall be illuminated and shall be of the following types; script "signatures" if customarily used; recessed or flush, all subject to Landlord's approval.
- (3) solid panel signs, stencil or painted signs shall not be permitted.
- (4) Formed plastic or injection-molded signs are not permitted.
- (5) Signs which flash, scintillate, oscillate, move, make noise, are highly illuminated or emit smoke shall not be permitted.
- (6) No advertising placards, banners, pennants, names, insignia, trademark or other descriptive material shall be affixed or maintained upon the glass and supports of the show windows and doors, upon the exterior of the store front.
- (7) Sign letters shall not be placed within four inches (4") of any edge of the sign band.

SIGN CONSTRUCTION REQUIREMENTS

- (1) It is Tenant's responsibility to insure that all signs and their installation meet all code restrictions set forth by the governmental bodies having jurisdiction of the shopping center.
- (2) All electrical signs shall be constructed, installed and wired in strict accordance with Article 600 of the National Electric Code. All sign branch circuit wiring shall be provided with a disconnecting means at a termination near the sign location.
- (3) All signs shall bear the "UL label" in a non-conspicuous location.
- (4) Electrical service to all signs shall be on Tenant's meter.
- (5) Exposed raceways, crossovers, conduits, cabinets, conductors, transformers, ballast boxes or other equipment and labels shall not be permitted.
- (6) No exposed lamps or light tubes will be permitted. Light sources shall be contained within the lettering.
- (7) Neon shall be a minimum of 15mm.
- (8) Assembly or fabrication of Tenant signs will not be allowed in any portion of the shopping center area.
- (9) Channel letter type signs shall have side returns of dark bronze or black anodized aluminum using full-welded construction.
- (10) All signs shall be solely supported by and connected to tenant storefront. Exposed sign anchors shall not be permitted.
- (11) Threaded rods or anchor bolts shall be used to mount letters which are spaced out from background panel. Angel clips attached to side of letters shall not be permitted.

- (12) All signs, bolts, fastenings and clips shall be of enameling iron with porcelain enamel finish, stainless steel, aluminum, brass, bronze, or carbon-bearing steel with a painted finish. No black iron material of any type shall be permitted.
- (13) All exterior letters or signs exposed to the weather shall be mounted at least 3/4" from the building to permit proper drainage.
- (14) Location of all penetrations for conduit and sleeves, etc., required for sign installation on the building shall be indicated by the sign contractor on drawings submitted to Landlord.
- (15) All penetration of the building structure required for sign installation shall be neatly sealed in a watertight manner.
- (16) The sign contractor shall repair and/or replace any damage to work of others caused by his work.
- (17) Tenant shall be fully responsible for work performed by Tenant's sign contractor.

EXHIBIT "D"**RULES AND REGULATIONS**

The Tenant as defined herein agrees to the following Rules and Regulations which are initially addressed within paragraph 33.12 of the lease.

- (1) All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances designated for such purposes by Landlord.
- (2) The delivery or shipping of merchandise, supplies and fixtures to and from the Leased Premises shall be subject to such rules and regulations as in the judgement of Landlord are necessary for the proper operation of the Leased Premises or Shopping Center.
- (3) All garbage and refuse shall be kept in the kind of container reasonably specified by Landlord, and shall be placed outside of the Leased Premises prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish.
- (4) No radio or television or other similar device shall be installed without first obtaining in each instance Landlord's consent in writing (such approval not to be unreasonably withheld, conditioned or delayed). No aerial shall be erected on the roof or exterior walls of the Leased Premises or on the grounds, without in each instance, the written consent of Landlord. Any aerial so installed without such written consent shall be subject to removal without notice at any time.
- (5) No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Leased Premises without the prior written consent of Landlord.
- (6) Tenant shall keep the Leased Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
- (7) [Intentionally Deleted]
- (8) Tenant and Tenant's employees shall park their cars only in those parking areas reasonably designated for that purpose by Landlord within close proximity to the Premises.
- (9) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant who shall, or whose employees, agents or invitees shall, have caused it.
- (10) Tenant shall perform at Tenant's cost such pest extermination and at such intervals as reasonably necessary.
- (11) Tenant shall not burn any trash or garbage of any kind in or about the Leased Premises, Shopping Center.
- (12) Tenant shall not make noises, cause disturbances, or create odors which may be unreasonably offensive to other tenants of the Shopping Center or their officers, employees, agents, servants, customers or invitees.
- (13) No person without the express written consent of the Landlord shall:
 - a) Vend, peddle, or solicit orders for sale or distribution of any merchandise, device service, periodical, book, pamphlet or other matter whatsoever, within the common areas;
 - b) Exhibit any sign, placard, banner, notice or other written material;
 - c) Distribute any circular, booklet, handbill, placard or other material;
 - d) Solicit membership in any organization, group or association;
 - e) Solicit contributions for any purpose;
 - f) Parade, patrol, picket, demonstrate or engage in any conduct that might tend to interfere

- with or impede the use of any of the common areas, create a disturbance, attract attention, or harass, annoy, disparage, or be detrimental to the interest of any business establishments within the shopping center;
- g) Use the common areas for any purpose when none of the business establishments within the Shopping Center is open for business;
 - h) Throw, discard, or deposit any paper, glass or extraneous matter of any kind, except in designated receptacles;
 - i) Deface, damage or demolish any sign, light standard or fixture, landscaping material or other improvements or property within the Shopping Center.

In the event of any conflict between this Exhibit D and the other provisions of this Lease, the other provisions of this Lease shall control and govern.

EXHIBIT "E"

USE RESTRICTIONS

1. A candy store, a drug store and/or a pharmacy prescription department;
2. A health and beauty aids store, a store offering one-hour or other on-site photo processing, a vitamin store and/or a discount, 99 cents store or "dollar" store which sells general merchandise (a "Dollar Store"). Examples of a Dollar Store (without limiting such Dollar Stores only to those listed) are stores such as Fred's, Dollar Store, Dollar General or Family Dollar;
3. A Retail Grocery Store. The term "Retail Grocery Store" means a supermarket, meat market, grocery store, fruit and vegetable store or stand, frozen or otherwise processed food store and any other store where more than fifty (50) grocery items are sold for off-premises consumption. The term "Retail Grocery Store" shall not include a delicatessen, or any restaurant wherein prepared food is sold for on-premises consumption or for "take-out" consumption;
4. A use or operation that is generally considered to be an environmental risk to any portion of Landlord's property, the Premises or surrounding properties;
5. A business selling alcoholic beverages for on-premises consumption except for a restaurant with sit down table service as its primary operation in which the sale of alcoholic beverages does not exceed 50% of its gross sales;
6. A laundry or dry-cleaning establishment, provided, the foregoing restriction shall not include an establishment for dry cleaning drop-off and pick-up only, with no cleaning services being performed at the subject property;
7. Any establishment which stocks, displays, sells, rents, or offers for sale or rent any merchandise or material commonly used or intended for the use with or in consumption of any narcotic, dangerous drug, or other controlled substance;
8. An adult bookstore, an establishment selling or exhibiting pornographic materials or any form of adult entertainment or an operation whose principal use is an exotic dancing and/or massage parlor (provided this restriction shall not prohibit massages in connection with a beauty salon, health club or athletic facility, or a national massage chain such as Massage Envy);
9. A pool or billiard hall, arcade, night club, dance club, movie theater or cinema, gyms or health clubs greater than 5,000 square feet, schools or learning centers having more than thirty (30) students at any one time, skating rink or bowling alley;
10. Any business or use that would negatively impact Aldi (Texas) L.L.C., a Texas limited liability company ("Aldi"), access to parking spaces;
11. A children's play or party center, telemarketing, poling and surveying center, or office use;
12. An abortion clinic: Planned Parenthood;
13. A pet store;
14. A gasoline station or auto repair shop;
15. A lot for the sale of used automobiles;

16. A mobile home park, trailer court (except that this provision shall not prohibit the temporary use of construction trailers during any periods of construction, reconstruction or maintenance), mobile home sales lot, living quarters, hotel or apartment building;
17. Any off-track betting establishment, bingo parlor or any gambling use;
18. A business which would emit or produce noxious fumes, gases, excessive dust, dirt or loud noises;
19. An assembly, manufacturing, distilling, refining, smelting, industrial, agricultural, drilling or mining operation;
20. A junk yard, stock yard, animal raising operation, a dump or disposal or any operation for the incineration or reduction of garbage or refuse;
21. A pawn shop, a thrift store, consignment shop or "re-sell" shop, a "Good Will" or "Salvation Army" type store, flea market or a store dedicated to the sale of tobacco products;
22. A mortuary or funeral home;
23. A church or other place of worship, banquet hall, auditorium or meeting hall;
24. No flashing neon signs may be placed in the window or on any buildings greater than 24 inches x 24 inches or on any poles located in Landlord's property;
25. The outdoor display, sale or storage of seasonal merchandise (Christmas trees, pumpkins, produce, flowers, etc.) and/or the temporary or periodic (i.e., not permanent) outdoor display, sale or storage of merchandise (art work, novelties, clothing, etc.);
26. A carnival, amusement park, or circus;
27. Any business offering, selling or providing as a primary business any of the following products or services: UPS, DHL, FedEx, Airborne and any other related overnight delivery services, postal services, packaging and shipping services, mailbox rentals, eBay or other Internet related auction services, fax for profit, copy services, stamps and meter mail;
28. Any express mail and or express parcel drop boxes within or adjacent to any Common Area;
or
29. Any "craft store", "frame store", store selling artificial flowers or artificial floral arrangements.