

Drawn by and mail to:

Lee Cory
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301 South College Street
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Charlotte, NC 28202

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this “**Memorandum**”) is made and entered into as of the 21st day of July, 2022, by and between **TFC MCDOWELL LLC**, a Massachusetts limited liability company (“**Landlord**”) and **CHARLOTTE RADIOLOGY, P.A.**, a North Carolina professional association (“**Tenant**”)

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated July 21, 2022 (the “**Lease**”).

WHEREAS, pursuant to the Lease, Landlord leased to Tenant, and Tenant leased from Landlord, certain premises containing approximately 3,089 rentable square feet of space in the building located at 301 S. McDowell Street, Charlotte, North Carolina 28204 (the “**Building**”), and located on a portion of the land described on attached Exhibit A (the “**Premises**”).

NOW, THEREFORE, the parties enter into this Memorandum for the purpose of recording the same in the Mecklenburg County, North Carolina Public Registry in order to reflect the following:

1. Lease Term. The Lease Term shall be for approximately one hundred four (104) months commencing on the Commencement Date (as defined in the Lease) and ending at midnight local time on the last day of the 104th full calendar month following the Commencement Date, subject to Tenant’s options to extend as provided in the Lease. Subject to the applicable terms of the Lease, Tenant may renew and extend the Lease with respect to all of the Premises for one (1) additional period of five (5) years commencing upon the expiration of the initial Lease Term.

2. Right of First Offer. Tenant has a right of first offer to lease available space on the first (1st) floor of the Building which is contiguous to the original Premises and particularly described

as Suites 125 and 100 of the Building, subject to the applicable conditions to the exercise of such right as are described in the Lease.

3. Incorporation by Reference. The provisions set forth in the Lease are hereby incorporated into this Memorandum as if fully set forth herein. If a conflict between the terms of this Memorandum and the Lease occurs, the terms of the Lease shall prevail. All defined terms used in this Memorandum, as indicated by the initial capitalization thereof, shall have the same meanings ascribed to such terms in the Lease, unless otherwise defined herein. Upon the expiration or earlier termination of the Lease, this Memorandum will automatically terminate.


[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the duly authorized representatives of Landlord and Tenant have executed this Memorandum as of the day and year first written above.

LANDLORD:

TFC MCDOWELL LLC,
a Massachusetts limited liability company

By: Fallon Management Company LLC,
its manager

By: 
Name: Brian Awe
Title: Manager

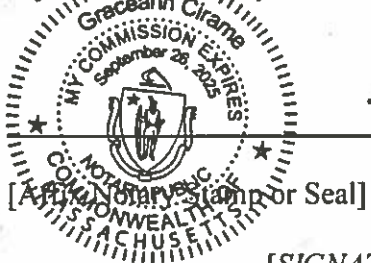
STATE OF Massachusetts

COUNTY OF Suffolk

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Manager of Fallon Management Company LLC, its manager.

Date: 7.21.22

My Commission Expires: 9.26.25




Notary Public

Print Name: Graceann Cirame

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

CHARLOTTE RADIOLOGY, P.A., a North Carolina professional association


By: 
Name: Lindsay Muns
Title: Practice CEO

STATE OF NORTH CAROLINA
COUNTY OF ~~MECKLENBURG~~ Gaston

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Practice CEO.

Date: July 21, 2022

My Commission Expires:
October 27, 2026


Notary Public

Print Name: Tamera M. Sanders

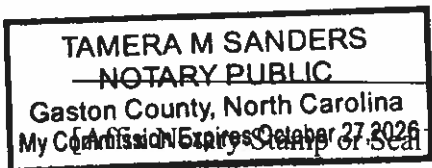


EXHIBIT “A”

That certain tract or parcel of land situate, lying and being in the City of Charlotte, County of Mecklenburg, State of North Carolina and being more particularly described as follows:

Beginning at an existing concrete monument at the southwestern intersection of South McDowell Street (80 foot Public Right of Way) and East 3rd Street (80 foot Right of Way) said point being South 52 degrees 32 minutes 18 seconds West 80.59 feet from an existing concrete monument at the southeastern intersection of the aforesaid streets; thence from the said point of beginning and with the southern right of way line of East 3rd Street South 41 degrees 55 minutes 57 seconds East 321.43 feet to a railroad spike, said point being the northern corner of the Seven Seventeen HB Charlotte Corporation Property as recorded in Deed Book 6703, Page 852 at the Mecklenburg County Register of Deeds; thence with the aforesaid property the following two (2) courses: 1) South 50 degrees 27 minutes West 340.05 feet to an existing nail; 2) North 41 degrees 55 minutes 37 seconds West 349.80 feet to a new iron rod on the southern right of way line of South McDowell Street; thence with the right of way line of the aforesaid street the following two (2) courses: 1) North 50 degrees 22 minutes 24 seconds East 311.18 feet to a new iron rod; 2) with the arc of a circular curve to the right having a radius of 30.00 feet an arc length of 45.92 feet (chord: South 85 degrees 46 minutes 34 seconds east 41.57 feet) to the point or place of Beginning; containing 118,742 square feet or 2.7259 acres of land as shown on a survey prepared by R.B. Pharr & Associates, P.A. dated May 20, 2005 and updated on April 11, 2006. (Map File W-3178).