

OFFICE LEASE AGREEMENT

THIS OFFICE LEASE AGREEMENT ("***Lease***") is made effective as of the 6th day of October, 2022 (the "***Effective Date***"), by Landmark-Franklin, LLC, an Oklahoma limited liability company ("***Landlord***"), and Touchstone Imaging of Oklahoma, LLC, an Oklahoma limited liability company ("***Tenant***"). For and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Leased Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Leased Premises (as defined below), on an exclusive basis, and the Common Areas (as defined below), on a non-exclusive basis, for the Lease Term (as defined below), on and subject to the terms and conditions set forth herein.

1.1 **Property.** Landlord is the owner of that certain real property described as a part of Lot 5, Block 3, of Section 3 of Franklin Business Park, City of Norman, Cleveland County, Oklahoma. (the "***Property***").

1.2 **Building.** The parties acknowledge and agree that, upon the execution of this Lease by all parties, Landlord shall undertake to construct a building in cold shell condition, more accurately described in the attached Exhibit "A", on the Property, which when complete will comprise 6,500 square feet, more or less, and which has a street address of 2901 Adams Road, Norman, Oklahoma (the "***Building***").

1.3 **Leased Premises.** For purposes of this Lease, the Building shall be referred to herein as the "***Leased Premises***".

1.4 **Office Park.** The Leased Premises is located within that certain office park known as the Franklin Business Park (the "***Office Park***"). In addition to and incidental to the aforementioned lease of the Leased Premises, Landlord hereby leases to Tenant the nonexclusive right to use the parking lot, driveways, sidewalks and other common facilities and areas (the "***Common Areas***") furnished by Landlord from time to time on the Property and in the Office Park or otherwise serving the Leased Premises, Property, or the Office Park.

2. **Lease Term.**

2.1 **Initial Term.** The term of this Lease shall be for a period of ten years and six months (the "***Initial Term***"), commencing on the Delivery Date (defined below) (the "***Commencement Date***") and terminating on the last day of the tenth (10th) Lease Year after the Rent Commencement Date (defined below) (the "***Termination Date***").

For purposes of this Lease, a "***Lease Year***" shall mean, with respect to the first Lease Year, that period of time beginning on the Rent Commencement Date and ending on the last day of the twelfth (12th) full calendar month thereafter; with respect to subsequent Lease Years, "Lease Year" shall mean each period of twelve (12) consecutive months after the first Lease Year.

2.2 **Lease Extension.** Provided Tenant is not then in default of this Lease beyond any applicable notice and cure period, Tenant shall have the right and option to renew and extend the term of this Lease for three (3) additional periods of three (3) years each, commencing on the first day following the expiration of the Initial Term, subject to the terms and conditions set forth herein (each of the renewal

terms shall be referred to herein as “**Renewal Term**”). Tenant shall give Landlord written notice not less than one hundred eighty (180) days prior to the expiration of the Initial Term or the then applicable Renewal Term if Tenant intends to exercise its option to extend this Lease.

2.3 The Initial Term and the Renewal Terms, if any, shall be collectively referred to herein as the “Term”.

3. Rent.

3.1 Base Rent. During the first five Lease Years of the Initial Term, Tenant shall pay to Landlord as annual base rent for the Leased Premises (the “Base Rent”) the sum of \$143,000.00, in equal monthly installments of \$11,916.67, which is based upon a rent rate of \$22.00 per square foot of the Leased Premises. Base Rent for the last five Lease Years of the Initial Term shall be increased by an amount equal to ten percent (10%) of the Base Rent in effect for the immediately preceding Lease Year. Base Rent for the first Renewal Term, if any, shall be increased by an amount equal to six percent (6%) of the Base Rent payable during the final Lease Year of the Initial Term and for the second and third Renewal Terms, if any, Base Rent shall be increased by an amount equal to six percent (6%) of the Base Rent payable during the final Lease Year of the immediately preceding Renewal Term, such that the Base Rent for the Initial Term and the Renewal Terms, if any, shall be as follows:

| <u>Lease Year</u> | <u>Annual Base Rent</u> | <u>Monthly Base Rent</u> | <u>Per Square Foot</u> |
|-------------------|-------------------------|--------------------------|------------------------|
| Lease Years 1-5* | \$143,000.00* | \$11,916.67 | \$22.00 |
| Lease Years 6-7 | \$157,300.00 | \$13,108.33 | \$24.20 |
| Renewal Term 1 | \$166,725.00 | \$13,893.75 | \$25.65 |
| Renewal Term 2 | \$176,735.00 | \$14,727.92 | \$27.19 |
| Renewal Term 3 | \$187,330.00 | \$15,610.83 | \$28.82 |

* Notwithstanding anything herein to the contrary, Tenant shall have no obligation to pay Base Rent (defined below) during the first eight (8) months of the Initial Term only (the “**Free Rent Period**”). For the avoidance of any doubt, Landlord and Tenant agree that Tenant shall not be obligated to pay Base Rent during the eight-month period immediately following the Delivery Date.

3.2 Additional Rent. On or before January 31st of each calendar year during the Initial Term and any Renewal Term of the Lease, Tenant shall pay the flat rate of \$4,235.00 per annum (“the “**Additional Rent**”) directly to the Franklin Business Park Owners Association Inc. (the “**Office Park Association**”), for the costs and expenses associated with maintaining the exterior of the Leased Premises and the Common Areas of the Office Park, including, but not limited to, mowing, landscaping, parking lot repairs, and irrigation (the “**Common Area Maintenance**”), prorated for any partial calendar year. If the Office Park Association adjusts the Common Area Maintenance charges for any calendar year during the Term, Landlord shall notify Tenant in writing of the new annual amount and effective date, and Tenant shall timely pay the same in accordance herewith. Tenant shall not be in default of this Lease for any incorrect payment of Additional Rent due to Landlord’s lack of notifying Tenant of any adjustment to the same; provided however, Tenant shall remain obligated to pay the adjusted amount within thirty (30) days after receipt of notice thereof from Landlord. Notwithstanding anything contained herein, in the event the Office Park Association increases the Additional Rent due by Tenant in accordance herewith by more than ten percent (10%) in a single calendar year, Landlord shall pay the difference of the charge over said ten percent (10%) increase for such calendar year. To the extent that the Office Park Association is not maintaining the Common Areas in the manner specified in the Declaration of Covenants, Conditions, and Restrictions for Franklin Business Park dated September 9, 2015, and recorded on September 17, 2015 with

the Cleveland County registrar at Document No. R 2015 32747, Book 5467 and Page 558-638 and the Amendment to the Declaration of Covenants, Conditions, and Restrictions for Franklin Business Park dated March 22, 2022, and recorded on March 23, 2022 with the Cleveland County Clerk at Document No. R.2022-10455, Book 6400 and Page 492-494 as may be amended or supplemented from time to time (collectively, the “**Declaration**”) (provided, however, any amendments that materially and adversely affect Tenant’s obligations and rights hereunder shall require Tenant’s prior written consent), Tenant shall provide notice of the same to Landlord, and Landlord shall use commercially reasonable efforts to cause the Office Park Association to maintain the Common Areas accordingly.

3.3 Payment of Rent. For purposes of this Lease, the term “**Rent**” means Base Rent, Additional Rent, and all other charges payable by Tenant under this Lease. Commencing on the first day following the expiration of the Free Rent Period (the “**Rent Commencement Date**”), and continuing throughout the Initial Term and any Renewal Term, Tenant shall pay Landlord the Rent, without any demand, set-off or deduction whatsoever (except as may be expressly provided otherwise in this Lease), at Landlord’s address set forth below or at such other address as Landlord shall designate, in advance, beginning on the Rent Commencement Date and then on or before the first day of each calendar month during the Term of this Lease. If the Rent Commencement Date is a day other than the first day of a month, the installment of Rent for the month in which such date occurs will be prorated based upon the number of calendar days in such month. The obligation of Tenant to pay Rent, accrued and unpaid during the Term of this Lease, is an independent covenant and no act or circumstance whatsoever shall release Tenant from the obligation to pay Rent, unless otherwise expressly provided in this Lease. All Rent received after the fifth (5th) day of each calendar month shall accrue interest at the rate of one and one-half percent (1 ½%) per month from the date when due until paid; provided, however, upon Landlord’s notice to Tenant of its non-payment of Rent, which notice Landlord shall not be required to furnish to Tenant more than two (2) times in any Lease Year, Tenant shall be relieved from said late charge if Tenant remits payment in full of the delinquent Rent within five (5) days of its receipt of said notice. Any accrual of interest shall not prejudice any of the remedies available to Landlord hereunder or under the applicable law. Amounts received by Landlord shall be applied first to any interest due, then to the Rent due. Tenant shall also pay Landlord a late charge in the amount of five percent (5%) of the installment of Rent then due without notice or demand. Tenant hereby agrees to pay all Rent to Landlord VIA ACH Fund’s Transfer (Exhibit “C”) or at such other place, or to such other person as Landlord may direct in writing upon reasonable advance written notice to Tenant. Rent due for any partial month at the beginning or at the end of the Term of this Lease shall be prorated based on the number of days during which the Term of this Lease shall have been in effect, and such Rent shall be paid in advance by Tenant.

3.4 Rent Net to Landlord. Landlord and Tenant intend for the Rent payable hereunder to be net to Landlord, so that this Lease shall yield to Landlord the net annual Base Rent specified above during the Lease Term, and that certain costs, expenses and obligations specified in this Lease and relating to the Leased Premises shall be paid by Tenant.

3.5 Intentionally Deleted.

4. Landlord’s Work; Tenant Improvements and Allowance.

4.1 Landlord’s Work. Landlord shall, at Landlord’s sole cost and expense and in a good and workmanlike manner, construct and deliver the Leased Premises to Tenant in cold shell condition as more accurately described in the attached Exhibit “A”, incorporated by reference herein and made a part hereof (“**Landlord’s Work**”). Landlord shall use commercially reasonable efforts to deliver the Leased Premises to Tenant within nine (9) months of the issuance of the building permit for Landlord’s Work (the “**Target Delivery Date**”). Landlord agrees to use diligent and commercially reasonable efforts to deliver

possession of the Leased Premises to Tenant, with all of Landlord's Work substantially completed, by the Target Delivery Date, and Landlord agrees to apprise Tenant of any delays respecting the Target Delivery Date. The "***Delivery Date***" shall be that date in which Landlord tenders possession of the Leased Premises to Tenant with Landlord's Work substantially completed. Once the Delivery Date is established, and within twenty (20) days thereof, Landlord and Tenant shall execute a term commencement and expiration date agreement in the form attached hereto as Exhibit "D", confirming the Commencement Date, Rent Commencement Date, and Expiration Date of this Lease. Except as set forth in this Section 4.1 or as otherwise provided in this Lease, Landlord has no other agreement with Tenant and has no other obligation to do any other work with respect to the construction of the Leased Premises.

4.2 **Tenant's Improvements and Allowance.** Within a reasonable time following the Delivery Date, Tenant shall undertake the work necessary to prepare the Leased Premises for Tenant's use and occupancy in accordance with the plans and specifications on the attached Exhibit "B", incorporated by reference herein and made a part hereof ("***Tenant's Improvements***"). Tenant shall be solely responsible for applying for all necessary building permits and other governmental approvals for the performance of Tenant's Improvements; provided that, however, Landlord agrees to cooperate with Tenant as may be reasonably necessary in the permitting process. Landlord agrees to provide Tenant an allowance in an amount equal to \$22.00 per rentable square foot of the Building (the "***Tenant Improvement Allowance***") to be utilized for the hard and soft costs of construction of Tenant's Improvements. Landlord shall pay Tenant the Tenant Improvement Allowance as progress payments in accordance with the following schedule: twenty-five percent (25%) of the Tenant Improvement Allowance upon twenty-five percent (25%) completion of construction of Tenant's Improvements; twenty-five percent (25%) of the Tenant Improvement Allowance upon fifty percent (50%) completion of construction of Tenant's Improvements; twenty-five percent (25%) of the Tenant Improvement Allowance upon seventy-five percent (75%) of Tenant's Improvements; and the remaining twenty-five percent (25%) of the Tenant Improvement Allowance upon completion of Tenant's Improvements and Landlord's receipt of full and final lien waivers from Tenant's general contractor, subcontractors, and suppliers whose invoices are in excess of Ten Thousand and 00/100 dollars (\$10,000.00). Any costs and expenses incurred by Tenant over and above the amount of the Tenant Allowance shall be borne exclusively by Tenant.

Provided such early access is coordinated in advance with Landlord, and does not adversely affect or delay Landlord's construction obligations hereunder, and subject to Landlord's receipt of evidence of Tenant's insurance as required herein, Tenant shall have the right to come onto the Leased Premises prior to the Delivery Date to observe Landlord's Work, or, to the extent necessary, facilitate the completion of Landlord's Work to accommodate and conform with Tenant's Improvements, and from and after the date that Landlord has completed such portion(s) of Landlord's Work as may be required for Tenant to commence Tenant's Improvements prior to the Delivery Date, but such entry by Tenant prior to the Delivery Date shall be at Tenant's sole risk. Tenant shall coordinate its activities with Landlord and Landlord's contractors. Tenant shall indemnify, defend and hold Landlord harmless from and against any liability, damages, loss, costs or expenses suffered by Landlord resulting from Tenant's activities on or about the Leased Premises prior to the Delivery Date in connection with Tenant's early entry upon the Leased Premises. Any work performed by Tenant prior to the Delivery Date shall be performed in a manner which does not materially interfere with the completion of Landlord's Work.

5. **Taxes.**

5.1 **Tenant's Taxes.** During the Term, Tenant shall pay before delinquency any and all taxes, assessments, fees and charges, including, without limitation, any sales, gross income, rental, business occupation or other taxes, levied or imposed upon Tenant's business operations in the Leased Premises and any personal property or similar taxes levied or imposed upon Tenant's trade fixtures, furnishings,

equipment, stock in trade, leasehold improvements or other personal property located within or on the Leased Premises. In the event any such taxes, assessments, fees or charges are charged against Landlord or Landlord's property, Tenant shall, immediately upon demand, pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.

5.2 Real Estate Taxes. Landlord shall be responsible for the payment of ad valorem real estate taxes and assessments against the Leased Premises. Commencing on the first day of the second Lease Year, Tenant shall reimburse Landlord for all Increased Real Estate Taxes and Assessments (defined below) within fifteen (15) days after receipt from Landlord of any tax or assessment bill relating to the Leased Premises. For purposes of this Lease, the term “***Increased Real Estate Taxes and Assessments***” shall mean the increase (if any) in ad valorem real estate taxes and assessments levied upon or assessed against the Leased Premises over the first (1st) Lease Year. For the calendar years in which the Expiration Date occurs, Tenant’s liability for Increased Real Estate Taxes and Assessments accrued during such calendar year shall be prorated based upon the period during such calendar year that this Lease is in effect.

6. Insurance.

6.1 Building Insurance. Landlord shall maintain insurance on the Building sufficient to fully replace the same through the Term. Commencing on the first day of the second Lease Year, Tenant shall reimburse Landlord for any increase in the cost of all premiums and other expenses relating to such insurance over and above the cost of such premiums in effect for the first Lease Year. Tenant shall pay Landlord the costs of such insurance premium increase(s) within fifteen (15) days of Tenant’s receipt from Landlord of any invoice therefor.

6.2 Tenant’s Insurance. Tenant, at its sole cost and expense, shall procure and maintain throughout the Lease Term (i) insurance causing Tenant's personal property, furniture, trade fixtures, equipment, contents, and merchandise in or on the Leased Premises to be insured against fire and other perils under special form property insurance in an amount adequate to cover their replacement cost; and (ii) commercial general liability insurance against all claims, demands or actions arising out of or in connection with Tenant's use or occupancy of the Leased Premises or by the condition of the Leased Premises, with limits of liability in an amount not less than \$1,000,000.00 with a self-insurance or deductible limit not to exceed \$25,000.00 per occurrence (and no offset for occurrences on property other than the Leased Premises). Landlord shall be named as an additional insured in all such insurance policies and, if requested by Landlord, Tenant shall provide to Landlord a certificate evidencing the coverage required under this Lease, and renewal certificates shall be furnished to Landlord at least thirty (30) days prior to the expiration date of each policy for which a certificate was furnished. Such certificate shall also provide thirty (30) days’ prior written notice to Landlord of cancellation, material change, or non-renewal. Upon Landlord’s request, Tenant shall promptly deliver to Landlord policies of any insurance required hereunder.

6.3 Waiver of Subrogation. Landlord and Tenant release each other from all claims or liabilities for damage to the Leased Premises, damage to or loss of personal property within the Leased Premises, and loss of business or revenues, that (i) are covered by the releasing party's property insurance, or (ii) would have been covered by the required insurance if the party fails to maintain the property coverages required by this Lease, or (iii) is otherwise insurable under special causes of loss property insurance. The party incurring the damage or loss shall be responsible for any deductible or self-insured retention under its property insurance. Landlord and Tenant shall notify the issuing property insurance companies of the release set forth in this Section 6.3 and shall have the property insurance policies endorsed, if necessary, to prevent invalidation of coverage and both parties shall cause their property insurance policies to contain a provision whereby the insurer waives any and all rights of subrogation against the

other party. The release in this Section 6.3 shall apply even if the damage or loss is caused in whole or in part by the negligence or strict liability of the released party.

7. Use & Operation of Leased Premises.

7.1 Use. Tenant shall use the Leased Premises solely for a professional medical office, including without limitation the operation of a radiology and imaging clinic, and for no other use without Landlord's prior written consent (the "***Permitted Use***"). Tenant shall keep the Leased Premises neat, clean, and orderly. In no event shall any pets or other animals be allowed on the Leased Premises, less and except any "service animals" as defined by the Americans with Disabilities Act. Tobacco and cannabis use, smoking, and nicotine dispensers such as vapor or other devices are strictly prohibited in all interior spaces and within 25 feet of all building entrances, exits, air vents, and any operable windows. The Leased Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance. Notwithstanding anything in this Lease to the contrary, Landlord hereby represents and warrants that, to the best of Landlord's knowledge and belief, such Permitted Use does not violate any matters of public record, occupancy agreements of which Landlord is a party, and other matters affecting the Leased Premises.

7.2 Utilities. Landlord shall, as part of Landlord's Work and at Landlord's expense, furnish and meter all utilities to the Leased Premises necessary for Tenant's Permitted Use (including but not limited to water, sewer, gas, electricity, telephone, and waste (collectively, the "***Utilities***")). During the Term, Tenant shall pay, when the same shall become due and payable, all rents and charges for water, sewer, gas, electricity, telephone, waste, and other services furnished to the Leased Premises (collectively, the "***Utility Expenses***"). On or before the Delivery Date, Tenant shall place all utilities in Tenant's name and agree to timely pay all charges for all Utility Expenses and shall indemnify Landlord against any and all liability on such account. Tenant acknowledges and agrees that it is solely responsible for all Utility Expenses incurred by Tenant throughout the Term, even if the respective statements or invoices for such services are determined or submitted after the termination of the Lease, and Tenant shall timely pay all such statements or invoices.

Except to the extent caused by the negligence or willful misconduct of Landlord or Landlord's agent's, employees or contractors, Landlord's breach of this Lease, or as may be expressly provided otherwise in this Lease, the interruption or inadequacy of any of the utilities described above, in whole or in part, shall not render Landlord liable in any respect, shall not be construed as an eviction of Tenant, shall not work an abatement of Rent, and shall not relieve Tenant from the obligation to fulfill all of Tenant's covenants and agreements contained in this Lease. However, Landlord agrees to cooperate with Tenant in Tenant's attempt to remedy any such interruption, inadequacy or failure.

Notwithstanding anything in this Lease to the contrary, in the event of any failure to furnish, or any stoppage of, any of the aforementioned services for a period in excess of five (5) consecutive business days, and if: (i) such interruption is restricted to the Building or Premises and is not a neighborhood blackout; (ii) such failure to furnish or stoppage is within the reasonable control of Landlord; (iii) such failure to furnish or stoppage is not caused by the negligence or willful misconduct of Tenant; (iv) such interruption results in all or a portion of the Premises becoming unusable for Tenant's business operations therein; and (v) Tenant actually ceases to occupy the Premises or any portion thereof as a result thereof (an "***Utility Interruption Event***"), Tenant shall be entitled to an abatement of Rent which shall commence on the sixth (6th) business day (and shall not be retroactive) and shall continue for the remainder of the period in which all or a portion of the Premises is unusable for Tenant's business operations as a direct result of the Utility Interruption Event, such abatement to be in proportion to the portion of the Leased Premises that are so rendered untenable and in which Tenant substantially discontinues operations.

7.3 Licenses and Permits. Tenant shall, at its sole expense, obtain, maintain and comply with all licenses and permits which Tenant is required by applicable law, ordinance or code in connection with its Permitted Use in the Leased Premises, excluding any licenses and permits which are required in connection with Landlord's Work or Landlord's other obligations hereunder (in which event Landlord shall be responsible for obtaining the same at Landlord's sole cost).

7.4 Nuisance Abatement. If Landlord reasonably determines that any odors, sounds or noise emanating from the Leased Premises or Tenant's trash containers unreasonably disturb or interfere with the business operations of Landlord or other tenants in the areas surrounding the Leased Premises, then Landlord may require Tenant, at Tenant's expense, to undertake such abatement measures as Landlord reasonably determines to be necessary. Such abatement measures shall be completed by Tenant within ten (10) days after Landlord notifies Tenant in writing of the necessity therefor, or if such abatement cannot be reasonably completed within such ten-day period, as soon as reasonably practicable under the circumstances thereafter provided that Tenant has commenced to resolve the nuisance within such ten-day period and diligently pursues the same to completion.

7.5 Security. Tenant shall be fully responsible for security of the Leased Premises, and Landlord shall not have any responsibility or obligation to safeguard or monitor the Leased Premises or any of Tenant's property therein (unless due to the negligence or willful misconduct of Landlord or Landlord's agents, employees or contractors). Landlord shall not be liable for the theft or misappropriation of, or damage to Tenant's personal property, unless caused by Landlord or Landlord's agents, employees or contractors' negligence or willful misconduct. Except as otherwise set forth in this Section 7.5, Tenant hereby expressly releases Landlord from any responsibility, obligation or liability in regard to the security of the Leased Premises.

7.6 Tenant Alterations. Any and all Tenant finishes, alterations, additions or any other improvements installed and/or made to the Leased Premises by Tenant or at Tenant's instruction other than Tenant Improvements ("***Tenant Alterations***") shall be subject to Landlord's prior review and written approval (which shall not be unreasonably withheld, conditioned or delayed) and shall comply with all insurance requirements and applicable laws, rules, regulations, ordinances and codes of any governmental agency or authority. Tenant Improvements and Tenant Alterations (excepting Tenant's trade fixtures and personal property) shall become part of the Building and shall not be removed by Tenant at the expiration of this Lease, unless agreed to otherwise by Landlord and Tenant in writing. All Tenant Improvements and Tenant Alterations shall be performed and constructed in a good and workmanlike manner, and only good grades of materials shall be used. Tenant shall release, defend, indemnify and hold Landlord harmless from all liabilities, liens (including, but not limited to, mechanic's or materialmen's liens or claims thereof), costs (including, but not limited to, attorney's fees), expenses, proceedings, claims, and demands of every kind and description which may arise out of, or be connected in any way with, any Tenant Improvements and Tenant Alterations (unless caused solely by the negligence or willful misconduct of Landlord). Notwithstanding anything contained herein, Tenant shall not be required to seek Landlord's prior written consent for alterations to the interior of the Premises that are non-structural and cosmetic in nature, and do not exceed Fifty-Thousand and 00/100 dollars (\$50,000.00) per occurrence.

7.7 Hazardous Materials. As used in this Lease, the term "Hazardous Substances" shall have the meaning specified in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, as the same may be amended further from time to time. Landlord hereby represents and warrants to Tenant that, as of the Effective Date and Delivery Date, the Leased Premises shall be free and clear of Hazardous Materials and Landlord shall indemnify, defend and hold Tenant harmless for any breach of said representation and/or warranty and from any Hazardous Materials which are the responsibility of Landlord.

Tenant agrees that it will not dispose of or otherwise release any Hazardous Substances on or about the Leased Premises during the Term of this Lease. In the event any Hazardous Substances shall be disposed of or otherwise released on or about the Leased Premises by Tenant, its employees, contractors or agents, then Tenant, at its cost, will promptly take such action as may be required by law to remove and abate such Hazardous Substances from the Leased Premises. Tenant hereby agrees to defend, indemnify and hold Landlord and Landlord's officers, directors and shareholders, harmless from and against any and all claims, losses, liabilities, damages and expenses, of every type whatsoever, arising out of or in any way connected with the use, manufacture, storage, or disposal of any Hazardous Materials in violation of applicable law on or about the Leased Premises by Tenant, its agents, contractors, licensees, or employees. The indemnity obligations of Tenant under this provision shall survive any termination of the Lease. Tenant shall take all reasonable steps and precautions to prevent the introduction onto the Leased Premises of any Hazardous Materials by its agents, contractors, licensees, or employees. Notwithstanding anything contained herein to the contrary but remaining subject to the indemnity obligations set forth herein, Tenant shall have the right to store and use on or at the Leased Premises cleaning and other materials used in the ordinary course of Tenant's business, so long as such materials are held and stored in accordance with all applicable laws, rules and regulations.

7.8 Covenant Against Liens. If any mechanic's or materialmen's liens shall at any time be filed against the Leased Premises by reason of Tenant's Improvements, Tenant's Alterations, or any other work, labor, services, materials, or equipment furnished to or for Tenant, the Tenant, within thirty (30) days after notice of the filing thereof shall cause the same to be discharged of record. Nothing herein, including without limitation the payment of the Tenant Improvement Allowance, shall be deemed or construed in any way as constituting the consent or the request of Landlord, express or implied, to any contractor, subcontractor, laborer or materialmen for the performance of any labor or the furnishing of any materials for any improvement, alteration or repair of the Leased Premises or any part thereof, nor as giving the Tenant any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Leased Premises. In the event any such lien is attached to the Leased Premises, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same. Any amount paid by Landlord for any of the aforesaid purposes including, but not limited to, reasonable attorneys' fees, shall be paid by Tenant to Landlord promptly on demand as Additional Rent. Tenant shall within thirty (30) days of receiving such notice of lien or claim to (a) have such lien or claim released or (b) deliver to Landlord a bond in form, content, amount and issued by surety, satisfactory to Landlord, indemnifying, protecting, defending and holding harmless the Landlord against all costs and liabilities resulting from such lien or claim and the foreclosure or attempted foreclosure thereof. In the event any action is commenced to foreclose any lien on the Leased Premises or any part of the development upon which the Leased Premises is located as a result of any labor, service, materials or equipment performed for or supplied to Tenant, or for the benefit of Tenant, Tenant shall indemnify, protect, defend and hold harmless the Landlord from any claims asserted against Landlord in such action, including but not limited to any equitable cause of action for quantum meruit or unjust enrichment. Tenant's obligation set forth in the immediately preceding sentence shall apply irrespective of the existence or nature of any dispute between Tenant and the person or entity who commenced such action. Tenant's failure to comply with the provisions of this Section 7.8 shall be deemed a default under Section 15 hereof entitling Landlord to exercise all of its remedies therefor without the requirement of any additional notice or cure period.

8. Maintenance and Repairs.

8.1 Landlord's Maintenance. Except as may be provided in Sections 11 and 12 of this Lease, Landlord shall have no obligations whatsoever with respect to the repair or maintenance of the Leased Premises or any of the equipment, machinery or fixtures located therein or thereon except that

Landlord shall be responsible for maintaining in good condition and repair: (i) the exterior of the Building, including but not limited to guttering and downspouts; (ii) the structural components of the Building; (iii) the roofing system of the Building (including, but not limited to the roof structure, roof access, and roof membrane); (iv) the load bearing walls and foundation of the Building; (v) water, sewer, gas, electrical, and other utility lines, ducts and conduits serving the Building and the Property that are located outside the Building; (vi) landscaping and mowing; and (vii) the parking lot on the Property. In the event the Leased Premises should become in need of repairs required to be made by Landlord hereunder, Tenant shall give written notice thereof to Landlord and Landlord shall have a reasonable time after receipt by Landlord of such written notice, in which to make such repairs. Landlord shall not be responsible for maintenance or repair of any Tenant Improvements, including but not limited to, roof penetrations by Tenant, exterior signage, and exterior equipment. Tenant, and not Landlord, shall make repairs otherwise required to be performed by Landlord by this Section 8.1 if such repair is necessitated by the negligence or willful misconduct of Tenant or Tenant's employees, agents, contractors, or invitees.

8.2 Tenant's Maintenance. Tenant, at its sole cost and expense, shall maintain in good condition and repair all other portions of the Leased Premises, including, without limitation, plate glass, windows, doors and other exterior openings, door frames, molding, closure devices, locks and hardware, lighting, heating, ventilation and air conditioning ("**HVAC**"), plumbing, and other electrical and mechanical installation equipment and fixtures, signs, placards, decorations or other advertising media of any type, and interior painting or other treatment of interior walls, in good, clean and habitable condition. Without limiting the coverage of the previous sentence, it is understood that Tenant's responsibilities therein include the repair and replacement of all such foregoing items and also include all utility repairs in interior ducts, conduits, pipes and wiring, and any sewer stoppage located in, under and above or serving the Leased Premises, regardless of when or how the defect or other cause for repair or replacement occurred or became apparent (except due to the negligence or willful misconduct of Landlord, Landlord's agents, employees or contractors), except for repairs and replacements required to be made by Landlord under the provisions of Section 8.1, Section 11 and Section 12 of this Lease. Tenant, at its sole cost and expense, shall also keep the Leased Premises free of insects, rodents, vermin and other pests. Tenant shall also make repairs to the Leased Premises necessitated by the negligence or willful misconduct of Tenant or Tenant's employees, agents or contractors. If any repairs required to be made by Tenant hereunder are not made within ten (10) business days after written notice delivered to Tenant by Landlord, Landlord may at its option make such repairs, without liability to Tenant for any loss or damage which may result to its stock or business by reason of such repairs (so long as Landlord uses commercially reasonable efforts to avoid any such loss or damage), in a good and workmanlike manner; and Tenant shall pay to Landlord upon demand, as additional Rent hereunder, the cost of such repairs plus interest at one and one-half percent (1 1/2 %) per month, such interest to accrue continuously from the date of payment by Landlord until repayment by Tenant.

Notwithstanding anything contained in this Lease to the contrary, in the event that a replacement of the HVAC unit is necessary during the Term of this Lease, the replacement cost will be amortized over the useful life of the new HVAC unit (as determined by an HVAC contractor agreed upon by Tenant and Landlord in good faith) and Tenant shall be responsible for an amount equal to (i) the number of months remaining in the Term divided by useful life of the new HVAC unit (in months), multiplied by (ii) the cost of the replacement of the HVAC. Landlord shall pay Landlord's share of such replacement cost (i.e., the replacement cost less what Tenant is obligated to pay) to Tenant within ten (10) days after receipt of an invoice therefor. Recognizing that, at the time of such replacement of the HVAC, Tenant may not have determined if it will exercise any available Renewal Term hereunder, Landlord and Tenant agree that each party will pay its share of the replacement costs at the time of replacement based on the months remaining in the current Lease Term (prior to any extension thereof). In the event Tenant later exercises Tenant's option to extend the Lease Term, as set forth in Section 8.2 hereof, Tenant shall, within thirty (30) days after Landlord's written request therefor, reimburse Landlord for the difference between Tenant's payment

at the time of reimbursement and the amount Tenant would have paid had the remaining Term including the exercised Renewal Term.

9. Access to Leased Premises. Upon prior notice and at reasonable hours and using commercially reasonable efforts not to disturb or disrupt Tenant's business, or at any time in the event of an emergency, Landlord may enter the Leased Premises for the purpose of making inspections of the same, making repairs, alterations or additions to the Leased Premises as may be required or authorized under the Lease, or during last six (6) months of the Term, to exhibit the Leased Premises to prospective tenants or purchasers or to prepare the Leased Premises for sale or re-letting, or to perform any acts related to the safety, protection, preservation, or improvement of the Leased Premises (that are Landlord's responsibility under this Lease, and/or in accordance with Sections 8.1 and 8.2 herein). Tenant agrees to provide (i) an accompanying representative to Landlord upon Landlord's request hereunder, and (ii) two working keys or other means of access to the Leased Premises, for both the exterior and the interior, upon (x) the Commencement Date, and (y) within five (5) days after changing or altering the locks, keys, or other means of access during the duration of the Term. Landlord shall use all commercially reasonable efforts to notify Tenant of its need to access the Leased Premises in the event of an emergency, but in the event Tenant fails to immediately provide a representative Landlord may enter the Leased Premises or any portion thereof for such emergency purposes without such entry being deemed an eviction or disturbance of Tenant's use and possession of the Leased Premises. In the event of an entry under this Section, Tenant shall not be entitled to any abatement or reduction of Rent in any manner whatsoever (excepting as a result of Landlord's negligence or willful misconduct).

10. Waiver of Liability & Indemnification.

10.1 Waiver of Liability. Landlord and Landlord's agents and employees shall not be liable to Tenant nor to Tenant's employees, agents or visitors, nor to any other person whomsoever, for any injury to person or damage to property caused by the Leased Premises or other portions of the Property or Building becoming out of repair, or by defect or failure of any structural element of the Leased Premises or of any equipment, pipes or wiring, broken glass, the backing up of drains, or by gas, water, steam, electricity or oil leaking, escaping or flowing into the Leased Premises (except where due to Landlord's failure to make repairs required to be made hereunder, after the expiration of a reasonable time after written notice to Landlord of the need for such repairs, or as a result of Landlord's negligence or willful misconduct). Landlord shall also not be liable to Tenant, nor to Tenant's employees, agents or visitors, nor to any other person whomsoever, for any loss or damage that may be occasioned by or through (i) the acts or omissions of other tenants in the surrounding Office Park or of any other persons whomsoever, excepting only duly authorized employees and agents of Landlord, or (ii) theft, fire, act of God, public enemy, injunction, riot, vandalism, malicious mischief, earthquake, flood, strike, insurrection, war, court order, requisition, or order of governmental body or authority or by any other cause beyond the control of Landlord. Landlord shall not be held responsible in any way on account of any construction, repair or reconstruction (including widening) of any private or public roadways, walkways or utility lines, except where due to Landlord's negligence or willful misconduct or Landlord's breach of this Lease. Landlord shall not be liable to Tenant or to Tenant's employees, agents, or visitors, or to any other person whomsoever, for any injury to person or damage to property on or about the Leased Premises caused by the negligence or misconduct of Tenant, its employees, subtenants, or licensees, or of any other person entering the Property or Building under express or implied invitation of Tenant, or arising out of the use of the Leased Premises by Tenant and the conduct of its business therein, or arising out of any breach or default by Tenant in the performance of its obligations under this Lease; and Tenant hereby agrees to indemnify Landlord and hold Landlord harmless from any loss, expense or claims arising out of such damage or injury.

10.2 Indemnification. To the fullest extent permitted under applicable law, Tenant shall defend, indemnify and hold Landlord (including, Landlord's affiliates, owners, directors, officers, agents and employees) harmless from and against any and all liability, damage, penalties or judgments of every kind and character arising from, without limitation, injury or damage to person or property sustained by anyone in and/or about the Leased Premises, and resulting from (i) any act, default, negligence, or omission, willful or otherwise, of Tenant, its officers, agents, servants, employees or contractors, (ii) the conduct by Tenant of its business upon the Leased Premises, or (iii) Tenant's breach of any obligation or duty under this Lease. Tenant shall, at Tenant's expense, defend any and all suits or actions which may be brought against Landlord or in which Landlord may be impleaded with others upon any such above-mentioned matter.

To the fullest extent permitted under applicable law, Landlord shall defend, indemnify and hold Tenant (including, Tenant's affiliates, owners, directors, officers, agents and employees) harmless from and against any and all liability, damage, penalties or judgments of every kind and character arising from, without limitation, injury or damage to person or property sustained by anyone in and/or about the Leased Premises, and resulting from (i) any act, default, negligence or omission, willful or otherwise, of Landlord, its officers, agents, servants, other current or prior tenants, employees or contractors, or (ii) Landlord's breach of any obligation or duty under this Lease. Landlord shall, at Landlord's expense, defend any and all suits or actions which may be brought against Tenant or in which Tenant may be impleaded with others upon any such above-mentioned matter. Notwithstanding anything in this Lease to the contrary, the terms of this Section 10.2 shall survive the expiration or earlier termination of this Lease

11. Damage or Destruction.

11.1 Tenant shall give prompt written notice to Landlord of any damage caused to the Leased Premises by fire or other casualty.

11.2 In the event the Leased Premises shall be damaged or destroyed by fire or other casualty, and Landlord does not elect to terminate this Lease as hereinafter provided, covered by insurance maintained or required to be maintained by Landlord, Landlord shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the Leased Premises to substantially the same condition as before such damage as soon as reasonably practicable. In the event (a) the Building is destroyed or substantially damaged by a casualty not covered by Landlord's Insurance or (b) such Building is destroyed or rendered untenable to the extent that, in the commercially reasonable, good faith discretion of the Landlord, the Building cannot be economically repaired, or (c) the holder of a mortgage, deed of trust or other lien on the Building at the time of the casualty elects, pursuant to such mortgage, deed of trust or other lien, to require the use of all or part of Landlord's insurance proceeds in satisfaction of all or part of the indebtedness secured by the mortgage, deed of trust or other lien, then, so long as Landlord terminates the leases of all other similarly affected tenants in the Building, Landlord may elect either to terminate this Lease or to proceed to rebuild and repair the Leased Premises to substantially the same condition as before such damage as soon as reasonably practicable. Landlord shall give written notice to Tenant of such election within sixty (60) days after the occurrence of such casualty and, if it elects to rebuild and repair, shall proceed to do so with reasonable diligence and at its sole cost and expense. The obligations set forth in this Section 11.2 are subject to matters which Tenant is obligated to insure under this Lease.

11.3 Landlord's obligation to rebuild and repair under this Section 11 shall in any event be limited to restoring the Leased Premises to substantially the condition in which the same existed prior to such casualty.

11.4 Tenant agrees that during any period of reconstruction or repair of the Leased Premises, it shall continue the operation of its business within the Leased Premises to the extent reasonably practicable. During the period from the occurrence of the casualty until Landlord's repairs are completed, the Base Rent shall be equitably abated; provided, Base Rent shall not be abated or reduced so long as Tenant's continued occupancy of and access to the Leased Premises is not materially interrupted. Provided further, there shall be no abatement of the other charges provided for herein, nor shall any compensation be paid to Tenant by Landlord by reason of inconvenience or annoyance or injury to business arising from the necessity of repairing or restoring the Leased Premises or any portion of the Building, so long as Landlord uses commercially reasonable efforts so not to materially interrupt Tenant's business during said repair or construction, and Tenant agrees that the abatement of Rent provided by this Section 12 shall be the total compensation to which Tenant is entitled by reason thereof. Nothing herein to the contrary, in the event the Leased Premises or any other portion of the Building is damaged by any casualty resulting from the negligence or willful misconduct of Tenant or any of Tenant's employees, agents, contractors, customers, or invitees, Rent shall not abate and Tenant shall be liable to Landlord for the reasonable cost of repair and restoration of the Building and the Leased Premises to the extent such cost is not paid by insurance proceeds paid to Landlord.

11.5 If the Leased Premises are totally destroyed (i.e., over eighty percent (80%) of the Leased Premises is destroyed), or if access or parking to the Leased Premises is materially altered, or if in the reasonable opinion of the registered architect or engineer appointed by Landlord, the Leased Premises cannot be restored within two hundred seventy (270) days after the commencement of work (or in the event that the Leased Premises is not actually restored by the two hundred seventieth (270th) day after the commencement of work), and provided that the destruction was not caused or contributed to by Tenant's negligence or willful misconduct, then, notwithstanding the availability of insurance proceeds, Landlord or Tenant may terminate this Lease effective as of the date of the damage by providing written notice thereof to the other party within sixty (60) days after the casualty, and Landlord agrees to refund to Tenant any Rent, Additional Rent, Tax or Insurance overage theretofore paid in advance for any period of time subsequent to such termination date.

12. Eminent Domain.

12.1 If more than thirty percent (30%) of the Leased Premises and/or access or parking to the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, and the balance of the Leased Premises cannot be suitably used by Tenant, in Tenant's reasonable discretion, then Tenant shall have the option to cancel this Lease as of the date on which it is required to yield possession of the portion so taken. Such option shall be exercised by giving the Landlord written notice within thirty (30) days after receipt of notice of such condemnation proceedings. Notwithstanding anything herein to the contrary, if the whole of the Building shall be taken or condemned or purchased in lieu thereof by a competent authority for any public or quasi-public use or purpose, then, in such event, the Term of this Lease shall terminate from the time when possession shall be required for such use and purpose.

12.2 If, however, less than thirty percent (30%) of the Leased Premises and/or access or parking to the Leased Premises should be taken as described above, and Tenant, in Tenant's reasonable discretion, can reasonably operate its business in accordance with its Permitted Use herein, this Lease shall not terminate; however, the Base Rent payable hereunder during the unexpired portion of this Lease shall be reduced in proportion to the area taken, effective on the date physical possession is taken by the condemning authority. Following such partial taking, Landlord shall make all necessary repairs or alterations within the scope of Landlord's Work required to make the remaining portions of the Leased Premises an architectural whole. However, if Tenant, in Tenant's reasonable discretion, cannot reasonably

continue its business operations in accordance with its Permitted Use hereunder, Tenant shall have the right to terminate this Lease upon written notice to Landlord within thirty (30) days after receipt of notice of such condemnation proceedings.

12.3 All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) of the Leased Premises and/or access or parking to the Leased Premises shall be the property of Landlord, and Tenant hereby assigns its interest in any such award to Landlord; provided, however, Landlord shall have no interest in any award made to Tenant for Tenant's moving and relocation expenses or for the loss of Tenant's fixtures and other tangible personal property if a separate award for such items is made to Tenant, so long as such separate award does not reduce the amount of the award that would otherwise be awarded to Landlord (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).

13. Assignment and Subleasing.

13.1 Tenant's Assignment. Tenant may not assign or sublet this Lease without the prior written consent of Landlord. Any assignment by Tenant will not relieve Tenant of its responsibilities, obligations and liabilities under this Lease unless otherwise agreed in writing by Tenant and Landlord. Landlord's written consent to any one assignment or subletting shall not act as a waiver of the requirements of consent with respect to any subsequent assignment or subletting. Notwithstanding anything to the contrary contained herein, in the event of any assignment or subletting, Tenant and any guarantor of Tenant's obligations under this Lease shall at all times remain fully responsible and liable for the payment of all Rent specified in this Lease and for compliance with all of Tenant's other responsibilities, obligations and liabilities under this Lease.

In the event that the rental due and payable by a sublessee (or a combination of the rental payable under such sublease plus any bonus or other consideration therefor or incidental thereto) exceeds the Rent payable under this Lease, or the consideration payable to Tenant by the assignee, licensee, or other transferee exceeds the Rent payable under this Lease, then Tenant shall be bound and obligated to pay Landlord fifty percent (50%) of all such excess rental and other excess consideration within thirty (30) days following receipt thereof by Tenant from such sublessee, assignee, licensee or other transferee, as the case may be. Finally, in the event of assignment or subletting it is understood and agreed that all rentals paid to Tenant by an assignee or sublessee shall be received by Tenant in trust for Landlord, to be forwarded immediately to Landlord without offset or reduction of any kind, except as may otherwise be provided in this Lease.

Notwithstanding the foregoing, Tenant may, without Landlord's consent, assign this Lease or sublet the Leased 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 Permitted Transfer, Tenant shall provide Landlord notice of such assignment, or subletting, and a copy of the assignment and assumption agreement, or sublease, within seven (7) days following the effective date thereof (or prior to the effective date thereof where possible without breaching confidentiality provisions, in the Tenant's sole reasonable discretion).

13.2 Landlord's Assignment. In the event Landlord sells the Property to a third party and such third party assumes all of the liabilities and obligations of Landlord hereunder, Landlord shall be released from any further obligations under this Lease accruing after the date of such sale, and Tenant agrees to look exclusively to the successor in interest of Landlord for the performance of any of the Landlord's obligations under this Lease.

14. Quiet Enjoyment. Landlord represents that it has full right and authority to lease the Leased Premises, and provided Tenant is not in default of this Lease beyond any applicable notice and cure periods, Tenant shall peacefully and quietly hold and enjoy the Leased Premises for the full Term hereof.

15. Default.

15.1 Default by Tenant. Notwithstanding any other provision contained herein to the contrary, any of the following events shall constitute a breach and default under the terms of this Lease: (a) failure by Tenant to pay and deliver to Landlord any portion of the Rent or other charges required to be paid by Tenant under this Lease when due regardless of whether or not such default has occurred on consecutive or non-consecutive months and Tenant fails to cure such payment default within ten (10) days of Landlord's written notice to Tenant of such default; or (b) Tenant shall default in the observance or performance of any of the non-monetary terms, provisions or covenants required to be performed and observed by Tenant under this Lease for a period of thirty (30) days after notice to Tenant (or if such default shall reasonably take more than thirty (30) days to cure, Tenant shall not have commenced the same within the thirty (30) days and diligently and reasonably prosecuted the same to completion).

15.2 Default by Landlord. If Landlord shall fail to keep or perform any of its obligations under this Lease in respect to the making of any payment to Tenant or the performance of any other Lease obligation including, without limitation, the maintenance, repair and replacement obligations set forth in Section 8.1 hereof), and upon the continuance of such failure on Landlord's part for thirty (30) days (provided such 30-day notice and cure period shall be decreased, as reasonably required, in cases of a bona fide emergency) after the delivery to Landlord of written notice of such default from Tenant (or, in the case of any such failure which cannot reasonably be cured within thirty (30) days but which is curable and provided such default condition does not create an emergency situation, within such additional period as may be reasonably required by Landlord to cure such failure, provided Landlord has promptly commenced such cure and thereafter diligently prosecuted such cure to completion), then Landlord shall be in default under the terms of this Lease, Tenant shall be entitled to 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 reasonable costs necessarily expended by Tenant in performing such obligations, plus an administrative fee of ten percent (10%) of such costs, and/or (ii) pursue all other remedies available to Tenant, at law or in equity, as a result of such default, provided that in the event Tenant is awarded a money judgment against Landlord, Tenant's sole recourse for satisfaction of such judgment shall be limited to execution against the Property (including, without limitation, all rent derived therefrom) and in no event shall Tenant be entitled to recover punitive, incidental, consequential, indirect, special or exemplary damages against Landlord for a Landlord default or any other breach of Landlord's obligation under the Lease. Notwithstanding anything in this Lease to the contrary, Tenant shall use commercially reasonable efforts to mitigate its damages in connection with any event of default by Landlord. 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, and Landlord has not notified Tenant within such thirty-day period of a bona-fide good faith dispute concerning the invoice, Tenant shall be entitled to offset the amount of such unreimbursed costs against the amounts next due and payable under this Lease

16. Landlord's Remedies. Upon the occurrence of any event of default by Tenant and the failure of Tenant to cure same within the applicable notice and cure period, Landlord may terminate this Lease, in which event Tenant will immediately surrender the Leased Premises to Landlord, but if Tenant fails to do so, Landlord may without notice and without prejudice to any other remedy Landlord might have, enter and take possession of the Leased Premises. If Landlord does not terminate this Lease, Landlord may, at its option, re-enter the Leased Premises, terminate Tenant's right of occupancy, and re-let the Leased Premises for the benefit of Tenant, in which event Tenant shall pay to Landlord all costs incurred by Landlord in taking such action, together with the difference between any rent received by Landlord and the Rent for which Tenant is obligated hereunder. If the Landlord elects not to terminate this Lease and does not re-enter the Leased Premises and re-let the same for the benefit of the Tenant, the Tenant shall pay to the Landlord all Rent, including Additional Rent for which it is obligated hereunder for the remainder of the Term of this Lease, as provided herein. Upon any default by Tenant without abandoning the Leased Premises, Landlord may lawfully enter into and upon the Leased Premises or any part thereof and repossess the same and expel the Tenant or persons claiming under and through it and remove any personal property, without being guilty of trespass, and without prejudice to any other remedies which may be available to Landlord for Tenant's breach. In addition to the rights and remedies contained herein above, and such other rights and remedies as may be provided to Landlord under applicable law, in the event Tenant defaults under any of the terms and conditions of this Lease beyond any applicable notice and cure period, with or without abandonment of the Leased Premises, Landlord may, at its option, collect from Tenant (i) all accrued Rent and other sums payable hereunder, together with interest thereon as provided in Section 3.2 above; (ii) all unpaid Rent and other sums payable hereunder, to be earned for the remainder of the Lease Term (discounted to present value at the rate of 6% per annum); (iii) the reasonable costs and expenses and attorney's fees incurred, or to be incurred, by Landlord in re-letting the Leased Premises and preparing it for occupancy; and (iv) all other actual damages occasioned by Tenant's default, including, but not limited to, lease brokerage commissions, tenant improvement allowance, and all other reasonable costs or expenses of re-letting. 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 and shall give Tenant credit for every dollar actually received by Landlord for rental income and other expenses which would otherwise constitute Rent under this Lease from any third party lessee of the Leased Premises to the total amount due and owing by Tenant.

No waiver by either party of any default by the other party will be deemed to constitute a waiver of any other or future default hereunder. Forbearance by a party to enforce one or more of the remedies herein provided will not be deemed to constitute a waiver of any default. Each party may also exercise any or all of its other rights and remedies under this Lease or as otherwise provided at law or in equity and the exercise of one or more rights or remedies will not prejudice the concurrent or subsequent exercise of other rights or remedies.

17. Subordination and Non-Disturbance. If, after the execution of this Lease, Landlord desires to subject the Leased Premises to a mortgage or other lien and further desires Tenant to execute a subordination of this Lease to such mortgage or other lien, Landlord shall require the party benefiting from such subordination to execute a non-disturbance agreement acceptable to Tenant in conjunction with Tenant's execution of such subordination. Notwithstanding anything contained herein, Landlord represents and warrants that as of the Effective Date of this Lease, there is no mortgage or other lien or encumbrance on the Property other than the Declaration and any other matters of public record.

18. Holding Over. In the event Tenant or any of its successors in interest hold over the Leased Premises, or any part thereof, after expiration or other termination of this Lease or in the event Tenant continues to occupy the Leased Premises after the termination of Tenant's right of possession pursuant to Landlord's exercise of any remedy provided herein, unless otherwise agreed in writing, such holding over

shall constitute and be construed as a tenancy at will at a daily Rent equal to one-thirtieth (1/30) of an amount equal to one and one-half (1 1/2) times the monthly Rent payable by Tenant for the last month under this Lease. All other terms, covenants and conditions of this Lease shall continue to be in full force and effect. No holding over by Tenant after the termination or expiration of this Lease, with or without the consent or acquiescence of Landlord, shall operate to extend this Lease for a period longer than one (1) month, and holding over with the consent of Landlord shall thereafter constitute this Lease as a Lease from month to month. Tenant hereby indemnifies and agrees to hold Landlord harmless against any cost, expense, damages, or other liability, including, without limitation, the cost of defending any claim or action by a third party, resulting from Tenant's continued occupancy of the Leased Premises after the expiration or other termination of this Lease. The provisions of this Section shall not waive Landlord's right of reentry or any other right hereunder upon Tenant's remaining in possession of the Leased Premises following the expiration or termination hereof.

19. Surrender. At the termination of this Lease, for whatever reason, Tenant shall quit and surrender the Leased Premises in as good a condition as when occupancy began hereunder, Tenant Alterations, Tenant Improvements, and ordinary wear and tear excepted, or any condition caused by casualty, condemnation or Landlord's negligence or willful misconduct or breach of this Lease, and subject to Landlord's obligations in this Lease. Upon termination, all improvements to the Leased Premises made by Tenant shall become the property of Landlord, provided that Tenant shall remove any and all trade fixtures and improvements and personal property (excluding Tenant Alterations and Tenant Improvement, which shall not be removed by Tenant and shall become the property of Landlord upon the termination of the Lease), and Tenant shall make all and any repairs to the Leased Premises made necessary by the removal of any such fixtures, improvements or personal property. All costs of such removal and repairs shall be paid by Tenant.

20. Notices. Any notice in this Lease provided for must, unless otherwise expressly provided herein, be in writing, and must, unless otherwise in this Lease expressly provided, be given or be served by depositing the same in the United States mail, postpaid and certified and addressed to the party to be notified, with return receipt requested, or by delivering the same in person to an officer of such party, or by prepaid overnight or express mail, or by prepaid overnight courier, when appropriate, addressed to the party to be notified at the address stated below:

If to Tenant: Touchstone Imaging of Oklahoma, LLC
3304 Communications Parkway, Ste. 201
Plano, Texas 75093
Attn: Clete Madden

With a copy (which will not constitute notice for any purpose) to:
US Radiology Specialists, Inc.
700 E. Morehead St., Ste. 300
Charlotte, NC 28202
Attn: General Counsel

If to Landlord: Landmark-Franklin, LLC
2900 Washington
Norman, Oklahoma 73069
Attn: Dan Reeves

With a copy (which will not constitute notice for any purpose) to:

16

DS

DR

Initials | Landlord

DS

JB

Tenant

Phillips Murrah, P.C.
 101 N. Robinson, Ste. 1300
 Oklahoma City, OK 73102
 Attn: Jennifer K. Christian, Esq.

or to such other party or address, notice of which has been given to the other party. Notice deposited in the mail in the manner hereinabove described shall be effective from and after the expiration of three (3) days after it is so deposited. The parties hereto shall not refuse to accept delivery of any notice.

21. Signs. Tenant may not place or exhibit signs, advertisements, notices or other lettering on the Leased Premises without the prior review and written approval of Landlord and the Office Park Association Design Review Board (the “**DRB**”) (pursuant to and in accordance with the Declaration), which shall not be unreasonably withheld, conditioned or delayed. Tenant may add exterior signage on the Building façade on the stone gables on either side of the Building above Tenant’s space. In addition, Tenant is granted a signage spot on any pole signs or monument signage that may be installed by Landlord after the Effective Date for Office Park tenant usage generally, if any. Notwithstanding, Landlord represents and warrants that Landlord hereby approves, and the DRB has approved the Tenant’s proposed signage package (in accordance with the terms and provisions of the Declaration), attached hereto and incorporated herein as Exhibit E.

22. Brokerage Commissions & Acknowledgement. Landlord and Tenant each covenant that they have not dealt with any real estate broker or finder with respect to this Lease except Isaac Christian of ROI Real Estate, LLC (“**Landlord’s Broker**”), Avenue Commercial Real Estate (“**Tenant’s Broker**”), and Tenant’s master broker, Jones Lang LaSalle (“**Tenant’s Master Broker**”). Landlord shall pay Tenant’s Broker and Landlord’s Broker a leasing commission pursuant to separate commission agreements. Tenant and/or Tenant’s Broker shall be exclusively responsible for any payment due to Tenant’s Master Broker pursuant to separate agreement. Each party shall hold the other party harmless from all damages, claims, liabilities or expenses, including reasonable and actual attorneys’ fees (through all levels of proceedings), resulting from any claims that may be asserted against the other party by any real estate broker or finder with whom the indemnifying party either has or is purported to have dealt.

Tenant acknowledges and agrees that one or more of the principals of Landlord is/are a licensed real estate associate/broker in the state of Oklahoma, and that one or more principals of Landlord have an ownership interest in ROI Real Estate, LLC.

23. Integrated Agreement. This Lease constitutes the entire agreement among the parties and supersedes all prior agreements and understandings (whether written or verbal) among the parties relating to the Leased Premises. There are no agreements, understandings, restrictions, warranties or representations among the parties relating to the Leased Premises other than those set forth herein.

24. Amendment. This Lease may be amended or modified at any time and in all respects by an instrument in writing signed by all parties.

25. Invalidity. If any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Lease and this Lease shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

26. Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

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.

27. Construction. This Lease shall be construed under the laws of the State of Oklahoma. Section or other headings contained in this Lease are for reference purposes only and shall not affect in any way the meaning or interpretation of this Lease. Landlord and Tenant understand, agree and acknowledge that (i) this Lease has been freely negotiated by both parties; and (ii) in any controversy, dispute or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion of the Lease.

28. Attorney's Fees. If either party files litigation seeking enforcement of or claiming default under this Lease, the prevailing party in any such litigation or judicial proceeding shall be entitled to recover from the non-prevailing party, and the non-prevailing party shall pay, all costs, reasonable attorney's and expert witness fees, and other related expenses incurred in or by virtue of such proceedings. Any such litigation shall be filed and prosecuted in the District Court of Cleveland County, State of Oklahoma.

29. No Partnership. Nothing in this Lease shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

30. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by Landlord or Tenant, except for the payment of Rent or any other monetary payment hereunder, shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of Landlord and Tenant. The party claiming such Force Majeure event shall promptly notify the other party in writing of the same.

31. Binding Effect. The terms, provisions and covenants contained in this Lease shall apply to, inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors in interest and legal representatives except as otherwise herein expressly provided.

32. 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 a form reasonably agreeable 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.

33. As Built Drawings. Landlord shall deliver to Tenant, on the Delivery Date, the as-built drawings of the Building in CAD format. If Landlord fails to comply with such obligation beyond the applicable notice and cure period, 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.

34. 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


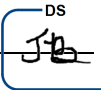
term is defined in the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”); provided, however, Landlord shall use commercially reasonable efforts to avoid such contact and access to PHI. Landlord agrees that it will not use or disclose PHI in any manner. Landlord and Tenant agree 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 Leased Premises pursuant to the terms of this Lease, Landlord shall not knowingly or intentionally 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 Leased Premises. Notwithstanding anything contained herein to the contrary, to ensure the privacy of Tenant’s patients, neither Landlord nor any Landlord parties may enter areas of the Leased Premises designated by Tenant as a location where patient medical records are kept or stored or any location where MRI equipment is located, unless accompanied by a representative of Tenant, with the exception of bona fide emergencies.

35. No Waiver. A party’s waiver of a breach of this Lease will not be considered a waiver of any other breach. No custom or practice that develops between the parties will prevent either party from requiring strict performance of the terms of this Lease. No Lease provision or act of a party creates any relationship between the parties other than that of landlord and tenant.

36. Exclusive Use. For so long as (i) this Lease is in effect; (ii) Tenant is utilizing the Leased Premises for the Permitted Use, and (ii) Tenant is not in default of this Lease beyond any applicable notice and cure period, Landlord shall not enter into any lease or occupancy agreement for any premises or property located within the Office Park which is owned by Landlord as of the Effective Date, or as may be acquired by Landlord during the Term of this Lease, as may be extended, (other than the Leased Premises) permitting any other tenant or occupant to utilize such premises or property for medical imaging services (except for medical or dental offices performing x-rays, ultrasounds or other medical imaging services as an incidental part of their business or patient care) (the “**Competing Use Restriction**”). Provided, however, the Competing Use Restriction shall not apply to (y) any existing tenants or occupants that have executed leases or other occupancy agreements for space in the Office Park as of the Effective Date (collectively the “**Existing Tenants**”) or (z) buildings or premises located within the Office Park that are not owned by Landlord as of the Effective Date or during the Term of this Lease, as may be extended; 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 36 (an “**Exclusive Violation**”), Tenant shall only be required to 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 Tenant has furnished notice to Landlord that 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.

37. 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 outside of the Leased 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, at its sole cost and expense, install a sight-proof fence around the Chiller Unit in accordance with plans and specifications approved by Landlord (such approval not to be unreasonably withheld, conditioned or delayed).

[SIGNATURES ON THE FOLLOWING PAGE]

Initials | Landlord  Tenant 

IN WITNESS WHEREOF, Landlord and Tenant have executed this Office Lease Agreement on the day and year first above set forth.

“LANDLORD”:

LANDMARK-FRANKLIN, LLC

DocuSigned by:
Dan Reeves
2747FBE29AFA434...

By: _____

Daniel Reeves, Manager

“TENANT”:

TOUCHSTONE IMAGING OF OKLAHOMA, LLC,
an Oklahoma limited liability company

DocuSigned by:
Jennifer Bibles
879A1D8F8F0B485...

By: _____

Name: Jennifer
Bibles

Title: Group President

EXHIBIT A

LANDLORD'S WORK (Page 1 of 2)

LANDLORD'S WORK

| Description | | Notes | |
|---------------------------|----------|---|--|
| 1000-Floor Plans | Landmark | Landmark to complete plans for Shell | |
| 1000-Floor Plans | Tenant | Tenant to complete plans with interior finish specs | |
| 1030-Permits | Landmark | Landmark to complete plans for Shell | |
| 1030-Permits | Tenant | Tenant to complete plans with interior finish specs | |
| 1040-Builders Risk Ins. | Landmark | | |
| 1050-RWC Insurance | Landmark | | |
| 1060-Surveying Expense | Landmark | | |
| 1070-Engineer Opinion | Landmark | | |
| 1080-Restrooms | Landmark | | |
| 1110-Build Pad/Grading | Landmark | | |
| 1200-Utilities | Landmark | | |
| 1300-Stem Material | Landmark | | |
| 1310-Stem Concrete | Landmark | | |
| 1320-Stem Labor | Landmark | | |
| 1400-Plumbing Ground | Landmark | | |
| 1410-Plumbing Sand | Landmark | | |
| 1500-Slab Materials | Landmark | | |
| 1510-Slab Sand | Landmark | | |
| 1520-Slab Concrete | Landmark | | |
| 1530-Slab Labor | Landmark | | |
| 1540-Slab Termite | Landmark | | |
| 2000-Frame material | Landmark | | |
| 2040-Frame Labor | Landmark | | |
| 2100-Windows | Landmark | | |
| 2200-Exterior Doors Back | Landmark | | |
| 2200-Exterior Doors Front | Landmark | | |
| 2400-Plumbing Top Out | Tenant | | |
| 2500-Roof Material | Landmark | | |
| 2510-Roof Labor | Landmark | | |
| 3000-HVAC Rough | Tenant | | |
| 3010-Electric Rough | Tenant | | |
| 3020-Alarm/Phone Rough | Tenant | | |
| 3100-Insulate Walls | Tenant | | |
| 3150-Ext. Taping | Landmark | | |
| 3200-Drywall Materials | Tenant | | |
| 3210-Drywall Labor | Tenant | | |
| 3300-Masonry Pack | Landmark | | |
| 3310-Rock | Landmark | | |

Exhibit A-1

Initials | Landlord

Tenant

EXHIBIT A

LANDLORD'S WORK (Page 2 of 2)

| Description | | | Notes |
|---------------------------|----------|--|--------------------------|
| 3320-Brick | Landmark | | |
| 3330-Masonry Sand | Landmark | | |
| 3340-Masonry Labor | Landmark | | |
| 3360-Siding | Landmark | | |
| 3400-Attic Stair | Tenant | | |
| 3500-Cabinets | Tenant | | |
| 3510-Trim Materials | Tenant | | |
| 3520-Interior doors | Tenant | | |
| 3530-Trim Labor | Tenant | | |
| 3600-Interior Paint | Tenant | | |
| 3610-Exterior Paint | Landmark | | |
| 4000-Flat Lumber Pack | Landmark | | |
| 4010-Flat Sand | Landmark | | |
| 4030-Flat Concrete | Landmark | | |
| 4050-Flat Labor | Landmark | | |
| 4050-Parking Striping | Landmark | | |
| 4110-Hardsurface counters | Tenant | | |
| 4200-Electric Fixtures | Landmark | | Handling exterior lights |
| 4200-Electric Fixtures | Tenant | | Handling interior lights |
| 4210-Appliances | Tenant | | |
| 4220-Electrical Final | Tenant | | |
| 4300-Mirrors | Tenant | | |
| 4310-Hardware Materials | Tenant | | |
| 4320-Hardware Labor | Tenant | | |
| 4400-HVAC Final | Tenant | | |
| 4410-Plumbing Final | Tenant | | |
| 4420-Alarm/phone Final | Tenant | | |
| 4430-Insulate Attic | Tenant | | |
| 4500-Tile Material | Tenant | | |
| 4505-Tile Labor | Tenant | | |
| 4520-Carpet | Tenant | | |
| 4600-Grade Final | Landmark | | |
| 4620-Sod Material | Landmark | | |
| 4640-Sprinkler | Landmark | | |
| 4660-Landscaping | Landmark | | |
| 4670-Guttering | Landmark | | |
| 4700-Cleaning Rough | Tenant | | |
| 4710-Cleaning Final | Tenant | | |
| 4810-Window Treatements | Tenant | | |
| 4840-Reinspection Fees | Tenant | | |
| 5000-Int Fire Suppression | Tenant | | If required |
| 5020-Power Wash | Landmark | | |

EXHIBIT B**TENANT'S IMPROVEMENTS (Page 1 of 2)****TENANT'S IMPROVEMENTS**

| Description | | | | Notes | | | |
|---------------------------|----------|--|--|---|--|--|--|
| 1000-Floor Plans | Landmark | | | Landmark to complete plans for Shell | | | |
| 1000-Floor Plans | Tenant | | | Tenant to complete plans with interior finish specs | | | |
| 1030-Permits | Landmark | | | Landmark to complete plans for Shell | | | |
| 1030-Permits | Tenant | | | Tenant to complete plans with interior finish specs | | | |
| 1040-Builders Risk Ins. | Landmark | | | | | | |
| 1050-RWC Insurance | Landmark | | | | | | |
| 1060-Surveying Expense | Landmark | | | | | | |
| 1070-Engineer Opinion | Landmark | | | | | | |
| 1080-Restrooms | Landmark | | | | | | |
| 1110-Build Pad/Grading | Landmark | | | | | | |
| 1200-Utilities | Landmark | | | | | | |
| 1300-Stem Material | Landmark | | | | | | |
| 1310-Stem Concrete | Landmark | | | | | | |
| 1320-Stem Labor | Landmark | | | | | | |
| 1400-Plumbing Ground | Landmark | | | | | | |
| 1410-Plumbing Sand | Landmark | | | | | | |
| 1500-Slab Materials | Landmark | | | | | | |
| 1510-Slab Sand | Landmark | | | | | | |
| 1520-Slab Concrete | Landmark | | | | | | |
| 1530-Slab Labor | Landmark | | | | | | |
| 1540-Slab Termite | Landmark | | | | | | |
| 2000-Frame material | Landmark | | | | | | |
| 2040-Frame Labor | Landmark | | | | | | |
| 2100-Windows | Landmark | | | | | | |
| 2200-Exterior Doors Back | Landmark | | | | | | |
| 2200-Exterior Doors Front | Landmark | | | | | | |
| 2400-Plumbing Top Out | Tenant | | | | | | |
| 2500-Roof Material | Landmark | | | | | | |
| 2510-Roof Labor | Landmark | | | | | | |
| 3000-HVAC Rough | Tenant | | | | | | |
| 3010-Electric Rough | Tenant | | | | | | |
| 3020-Alarm/Phone Rough | Tenant | | | | | | |
| 3100-Insulate Walls | Tenant | | | | | | |
| 3150-Ext. Taping | Landmark | | | | | | |
| 3200-Drywall Materials | Tenant | | | | | | |
| 3210-Drywall Labor | Tenant | | | | | | |
| 3300-Masonry Pack | Landmark | | | | | | |
| 3310-Rock | Landmark | | | | | | |

Exhibit B-1

Initials | Landlord DS DR Tenant DS JB

127965262v6

127965262v8

EXHIBIT B**TENANT'S IMPROVEMENTS (Page 2 of 2)**

| Description | | | | Notes |
|---------------------------|----------|--|--|--------------------------|
| 3320-Brick | Landmark | | | |
| 3330-Masonry Sand | Landmark | | | |
| 3340-Masonry Labor | Landmark | | | |
| 3360-Siding | Landmark | | | |
| 3400-Attic Stair | Tenant | | | |
| 3500-Cabinets | Tenant | | | |
| 3510-Trim Materials | Tenant | | | |
| 3520-Interior doors | Tenant | | | |
| 3530-Trim Labor | Tenant | | | |
| 3600-Interior Paint | Tenant | | | |
| 3610-Exterior Paint | Landmark | | | |
| 4000-Flat Lumber Pack | Landmark | | | |
| 4010-Flat Sand | Landmark | | | |
| 4030-Flat Concrete | Landmark | | | |
| 4050-Flat Labor | Landmark | | | |
| 4050-Parking Striping | Landmark | | | |
| 4110-Hardsurface counters | Tenant | | | |
| 4200-Electric Fixtures | Landmark | | | Handling exterior lights |
| 4200-Electric Fixtures | Tenant | | | Handling interior lights |
| 4210-Appliances | Tenant | | | |
| 4220-Electrical Final | Tenant | | | |
| 4300-Mirrors | Tenant | | | |
| 4310-Hardware Materials | Tenant | | | |
| 4320-Hardware Labor | Tenant | | | |
| 4400-HVAC Final | Tenant | | | |
| 4410-Plumbing Final | Tenant | | | |
| 4420-Alarm/phone Final | Tenant | | | |
| 4430-Insulate Attic | Tenant | | | |
| 4500-Tile Material | Tenant | | | |
| 4505-Tile Labor | Tenant | | | |
| 4520-Carpet | Tenant | | | |
| 4600-Grade Final | Landmark | | | |
| 4620-Sod Material | Landmark | | | |
| 4640-Sprinkler | Landmark | | | |
| 4660-Landscaping | Landmark | | | |
| 4670-Guttering | Landmark | | | |
| 4700-Cleaning Rough | Tenant | | | |
| 4710-Cleaning Final | Tenant | | | |
| 4810-Window Treatments | Tenant | | | |
| 4840-Reinspection Fees | Tenant | | | |
| 5000-Int Fire Supression | Tenant | | | If required |
| 5020-Power Wash | Landmark | | | |

EXHIBIT C
ACH Direct Payment Authorization Form

Landmark-Franklin, LLC
2900 Washington Drive
Norman, OK 73069
Ph: 405-292-5263
Fax: 405-701-5299

I certify that I am an authorized owner of the below referenced account, and therefore authorize Landmark-Franklin, LLC or their authorized transaction agent(s) to charge our bank account indicated below for the **monthly base rent**, outlined in the forgoing lease, plus any future increases as stipulated in the lease, **on the first of every month** in accordance with the mutually executed commercial lease agreement:

Further, I agree not to hold Landmark - Franklin, LLC responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account. ***Important Notice:*** In order to cancel this recurring ACH/direct deposit transaction, a notice of at least ten (10) business days prior to the next payment period is required.

Please attach a voided check or deposit slip and return this form to Landmark-Franklin.

Account Information

Name as it appears on Bank
Account _____

Name of Financial Institution: _____

Routing Number: _____

Account Number: _____ ☐ Checking | ☐ Savings

Signature

Print Name/Title: _____

Authorized Signature: _____

Date: _____

Exhibit C-1

Initials | Landlord DS DR Tenant DS JB

127965262v6
127965262v8

EXHIBIT D
TERM COMMENCEMENT AND EXPIRATION AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20__, by and between Landmark-Franklin, LLC (herein "LANDLORD") and TOUCHSTONE IMAGING OF OKLAHOMA, LLC, an Oklahoma limited liability company (herein "TENANT").

W I T N E S S E T H:

WHEREAS, LANDLORD and TENANT have entered into that certain Lease dated _____, 2022 ("Lease") for that certain property located at Lot 5, Block 3, of Section 3 of Franklin Business Park, City of Norman, Cleveland County, Oklahoma (the "***Building***").

WHEREAS, LANDLORD and TENANT wish to set forth their agreements as to the commencement of the Term of this Lease.

NOW, THEREFORE, in consideration of the Leased Premises as described in the Lease and the covenants set forth therein, LANDLORD and TENANT agree as follows:

1. The Term of the Lease commenced on _____, 202__.
2. The Term of the Lease shall expire on _____, 202__.
3. TENANT's obligation to pay Rent under the Lease commenced on _____, 202__.
4. Square footage contained in the Leased Premises: 6,500 sq. ft. (approx.)
5. Monthly Rent payable during the first Lease Year: \$11,916.67

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LANDLORD:

LANDMARK-FRANKLIN, LLC, an Oklahoma limited liability company

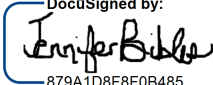
By:  2747FBE29AFA434...

Name: Daniel T. Reeves

Title: Manager

TENANT:

TOUCHSTONE IMAGING OF OKLAHOMA, LLC, an Oklahoma professional limited liability company

By:  879A1D8F8F0B485...

Name: Jennifer Bibles

Title: Group President

Exhibit D-1

Initials | Landlord  Tenant 

EXHIBIT E
TENANT'S APPROVED SIGNAGE PACKAGE

| | |
|---|-------------|
|  LEGACY SIGNS OF TEXAS | |
|  Touchstone IMAGING | |
| CLIENT SIGNATURE: _____ | DATE: _____ |
| <small>10375 Alta Vista Road, Keller, TX 76244 O 817.431.5700 F 817.431.5799</small> <small>UL E226292 TDLR - 18933</small> | |

****Signage to be professionally installed on the exterior of the building**

Exhibit E-1

| | |
|--|--|
| Initials Landlord DS Dr | Tenant DS JTB |
|--|--|