



DOUGLAS DEVELOPMENT CORPORATION

Real Estate Development ♦ Construction ♦ Management

LEASE AGREEMENT

This Lease Agreement (the "Lease") is made and entered into this 12th day of **January, 2023** (the "Effective Date"),
by and between

DOUGLAS DEVELOPMENT CORPORATION (the "Landlord")
and
TOUCHSTONE IMAGING OF OKLAHOMA, LLC, (the "Tenant")

WITNESSETH:

1. PROPERTY DESCRIPTION: For and in consideration of the rents to be paid and the covenants and agreements to be performed by **Tenant**, **Landlord** does hereby lease unto **Tenant** and **Tenant** hereby takes from **Landlord** the following described Premises, "**As Is**" (except as expressly provided for otherwise in this Lease) situated within the County of Oklahoma, State of Oklahoma, and being more particularly described as follows:

That certain portion of **BOWLING GREEN CENTER** (the "Center") located at
1201 S. Douglas Blvd., Suite E; Midwest City, OK 73130 (the "Property")

consisting of 6,524 square feet plus the Mechanical Yard, as further described and depicted in Exhibit A attached hereto and incorporated herein (collectively, the "Premises"), together with all rights, privileges, easements, and appurtenances belonging to or in any way pertaining to the said Premises and together with the building and other improvements now situated on the Premises.

In addition to and incidental to the aforementioned lease of the Premises, **Landlord** hereby leases to **Tenant** the nonexclusive right to use all parking areas, driveways, sidewalks and other common facilities and areas furnished by **Landlord** from time to time in the Center or otherwise serving the Center.

2. TERM OF LEASE: The term of this Lease shall be for a period of **ten (10) years**, beginning on the Commencement Date (defined below). If the Commencement Date of this Lease shall be a day other than the first day of a month, then the period between the Commencement Date and the first day of the month next following shall be added to the term of the Lease. The "Commencement Date" shall be that date which is one hundred fifty (150) days following the Effective Date. **Landlord** shall deliver the Premises to Tenant on the Effective Date of this Lease, and warrants and represents that the Landlord's Work provided for herein has been completed. To the extent that the Landlord's Work has not been completed as of the Effective Date, it shall be a continuing and ongoing obligation to complete in accordance herewith.

2A. RENEWAL OPTION: **Tenant** shall have **four (4) three (3) year extensions of the term of this Lease**, which shall be exercised by written notice to **Landlord** no later than ninety (90) days prior to the expiration of the then-current term, and all terms of the conditions of the Lease shall remain in full force and effect except the Rent shall increase by three percent (3%) per year during each extension.

3. RENT: For the first sixty (60) months of the initial term, **Tenant** will pay gross rent at the rate of \$18.75 per square foot of the Premises (excluding the Mechanical Yard) per Lease year payable in equal monthly installments in advance on the first



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day of each and every month (the "Rent"). Commencing on the sixty-first (61st) month of the initial Term and continuing through the expiration of the initial term (unless sooner terminated), Rent shall increase one time by ten percent (10%) (i.e., \$20/63 per square foot of the Premises). The Rent in respect to any period of less than a calendar month shall be prorated. **Tenant** is hereby granted two (2) months free rent beginning on the Commencement Date. The parties hereby acknowledge and agree that the Rent payable under this Lease is so-called "gross", and **Tenant** shall not be responsible for payment to the **Landlord** of any additional payments or reimbursements to **Landlord** of common area maintenance charges, operating expenses, real estate taxes or insurance under this Lease, and shall only be responsible for payment of its electricity usage directly associated with the Premises.

4. PLACE FOR PAYMENT OF RENTS: All rents shall be payable without prior notice or demand at the place hereinafter specified for the giving of notice to **Landlord**.

5. INTENTIONALLY DELETED.

6. USE OF THE PREMISES: During the term of this lease, and any renewals or extensions thereof, the Premises may be used and occupied only for **radiology and diagnostic imaging services, including MRI imaging services** and no other (the "Permitted Use"), without written consent of **Landlord**. **Tenant** shall, at all times, conduct its operations on the Premises so as to comply with all applicable laws, orders and regulations. **Tenant** shall not be permitted to use the sidewalks or any other portions of the common facilities for the display and/or sale of merchandise. It is further expressly agreed and understood that no authorization exists in **Tenant** to subject Premises or any part thereof to merchant's and/or materialman's liens.

Tenant shall not stock, use or sell any article or do anything in or about the Premises which may be prohibited by **Landlord's** insurance policies or any endorsements or forms attached thereto, or which may increase insurance rates for the Premises (excepting that in furtherance of the Permitted Use). The **Tenant** shall pay on demand any increase in **Landlord's** premiums due to the approved changes provided, however, **Landlord** hereby represents, warrants and covenants to **Tenant** that **Tenant's** Permitted Use hereunder will not increase the rate of insurance. Notwithstanding anything in this Lease to the contrary, **Landlord** hereby represents and warrants that such Permitted Use does not violate any matters of public record, occupancy agreements, and other matters affecting the Premises or the Center.

7. TAXES: **Landlord** shall pay, at its sole cost and expense, all real estate taxes and assessments levied, assessed or imposed upon the Premises or Center and upon all improvements erected thereon and all installments of principal and interest required under any mortgage or deed of trust and all rent reserved under all underlying leases affecting the Premises as and when the same shall become due and payable. **Tenant** will pay all personal property taxes associated with its personal property located within the Premises.

8. INSURANCE: **Landlord** shall, at its sole cost and expense, at all times during the term of this Lease, maintain policies of insurance consistent with what similarly situated and prudent landlords would maintain, including fire and extended coverage on all the buildings and permanent improvements in the Center for the full replacement value of buildings and improvements of the Center.



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Landlord shall not be liable to **Tenant** for any loss or damage to **Tenant's** property, including, but not limited to fixtures, equipment or inventory which may be occasioned by fire, wind, rain, flood or other unforeseen acts of God, unless due to **Landlord's** negligence or willful misconduct or **Landlord's** breach of this Lease.

Tenant shall procure, and pay the premium for, liability insurance in the sum of **\$1,000,000.00 (one million dollars)** for damages resulting to one person, **\$2,000,000.00 (two million dollars)** for damages resulting from one casualty, and **\$1,000,000.00 (one million dollars)** property damages, or, a certificate of insurance covering the Premises, to protect it and **Landlord** against liability for such injury to persons and such damage to property upon or about the building on the Premises.

The policy shall name **Landlord**, any persons, firms or corporations designated by **Landlord**, including mortgagee of the Premises, and the **Tenant** as loss payee. Also, insurer will not cancel or change the insurance without first giving **Landlord** ten (10) days written notice. The insurance shall be with a company rated A-VI or better by A.M. Best and a copy of the policy or certificate of insurance shall be delivered to **Landlord**. All public liability, property damage, and other liability policies shall be written as primary policies, not contributing with and not in excess of coverage which **Landlord** may carry.

9. ASSIGNMENT AND SUBLETTING: Subject to the terms of this Section 9, **Tenant** shall not, without the prior written consent of **Landlord**, which shall not be unreasonably withheld, conditioned or delayed, transfer or assign this Lease or sublet or license the use of all or any portion of the Premises. Provided, further that **Tenant** shall remain primarily liable for the payment of the rent herein reserved and for the performance of each and all of the terms, covenants and conditions hereof on **Tenant's** part to be performed.

Notwithstanding the foregoing, **Tenant** may, without **Landlord's** consent or other condition, assign this Lease or sublet the Premises (i) to any parent, subsidiary, or any affiliate of **Tenant** or any subsidiary of any parent of **Tenant**, (ii) to **Tenant's** successor by merger, consolidation, or acquisition of stock or membership interests, (iii) to any purchaser of substantially all or a material portion of **Tenant's** assets, or (iv) in connection with the sale of an operating division of **Tenant** or any parent, subsidiary, or affiliate of **Tenant**, or any subsidiary of any parent of **Tenant** (each, a "Permitted Transfer"). In the event of any such assignment or sublease, **Tenant** shall provide **Landlord** notice of such assignment, or subletting, and a copy of the assignment and assumption agreement, or sublease, after the effective date thereof. With respect to any assignment, **Tenant** shall be released from all liabilities and obligations first accruing after a Permitted Transfer if the assignee's net worth, following the Permitted Transfer, is equal to or greater than the net worth of **Tenant** immediately prior to the Permitted Transfer. Notwithstanding anything contained to the contrary in this Section 9, **Tenant** shall seek **Landlord** consent should **Tenant** assign or sublet this lease to any party not named in items (i) through (iv) in this Section 9.

10. ALTERATIONS BY TENANT: **Tenant** shall make no material alterations, installations, additions or improvements in or to the Premises without **Landlord's** prior written consent, which shall not be unreasonably withheld, and then only by contractors reasonably approved by **Landlord**. All such material work, alterations, installations, additions or improvements shall be done at **Tenant's** sole expense and at such times and in such manner as **Landlord** may, from time to time, reasonably designate. All alterations, installation, additions or improvements upon the Premises, made by either party, shall, unless the parties agree otherwise, become the property of **Landlord**, and shall remain upon and be surrendered with said Premises as a part hereof, at the end of the Lease term or renewal terms as the case may be. Notwithstanding the foregoing, **Tenant** may make non-structural cosmetic alterations to the Premises without obtaining **Landlord's** prior written consent.



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11. UTILITIES AND WATER: During the Term, as may be extended, **Landlord** shall be responsible for timely payment of all charges for water and natural gas servicing the Premises, and **Tenant** shall be responsible for payment of the cost of electricity consumed in the Premises, which is separately metered. **Tenant** shall be responsible for any additional utilities or services it may require for its Permitted Use, at **Tenant's** sole cost and expense. **Landlord** warrants that all utilities, to the extent necessary to fully service **Tenant's** Permitted Use in the Premises, shall be available as of the Effective Date.

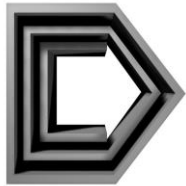
12. LANDLORD'S RIGHT OF ENTRY: Upon 24-hours prior notice to **Tenant** and with accompaniment by an agent, employee or contractor of **Tenant**, in **Tenant's** sole discretion, **Tenant** agrees that **Landlord**, **Landlord's** agents and other representatives, shall have the right to enter into and upon the Premises, or any part thereof, during regular business hours for the purpose of examining the same, or for making such repairs or alterations to the Premises as may be necessary for the safety and preservation thereof, provided, however, that such examinations, repairs and alterations (unless of an emergency nature) shall be so made as to cause a minimum of interference with the operations of **Tenant's** business conducted in the Premises. Notwithstanding anything contained herein, **Landlord** must be accompanied by an agent, employee or contractor of **Tenant** when entering any room containing an MRI machine or any rooms containing patients' records or other protected documents.

13. REPAIRS: **Landlord** shall be responsible, at its sole cost and expense, for maintaining in a first-class condition, repairing and replacing:

- a) the roof, roof membrane, foundations, exterior walls and windows, and all structural parts of the building of which the Premises is a part;
- b) all portions of the Premises affected by structural conditions whose source lies outside the Premises;
- c) all common areas serving the Center;
- d) all utility, sprinkler service, electrical and plumbing lines and HVAC systems outside the Premises but which serve the Premises (collectively, the "Building Systems"); and
- e) all Building Systems and related components within the Premises.

All repairs required of **Landlord** hereunder shall be performed within a reasonable period of time after **Landlord** receives notice of the need for the relevant repair. For purposes of this Paragraph 13, a reasonable period of time shall mean thirty (30) days except in the case of an emergency, in which case a reasonable period of time shall mean three (3) days. **Landlord** shall, at all times during the entire Lease term, operate, manage, maintain and repair the Building in a lawful, efficient and businesslike manner in accordance with sound property management practices consistent with comparable office buildings in the market area.

Landlord shall maintain the existing heating, ventilation and air conditioning systems/units ("HVAC") solely serving the Premises in good working order and condition satisfactory for the Permitted Use of **Tenant**, and to further repair and/or replace such HVAC as necessary (as reasonably determined by **Tenant**). **Tenant** shall maintain an ongoing service agreement with a certified HVAC company with servicing of the HVAC no less than twice per year. **Tenant** shall maintain, repair and/or replace any supplemental HVAC installed by **Tenant** (if any).



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Except for **Landlord's** obligations as provided herein, **Tenant** shall keep all of the interior of the Premises in repair and all fixtures and equipment within the Premises in good working order, including but not limited to exposed plumbing, electrical fixtures, floors, ceilings, and walls, and except for initial installations, shall furnish all electric light bulbs and tubes. **Tenant** shall replace, repair and maintain all plate glass windows and doors. **Tenant** agrees to use the Premises in a commercially reasonable manner and exercise reasonable care to prevent damage or waste to the Premises.

Except to the extent due to **Landlord's**, or **Landlord's** agents, employees and contractors negligence or willful misconduct, or **Landlord's** breach of this Lease, **Landlord** shall not be responsible or liable to **Tenant** for any loss or damage which may be occasioned by or through the acts or omissions of persons occupying any adjoining premises or any part of the Premises adjacent to or connected with the Premises or any part of the building of which the Premises are a part of for any loss or damage resulting to **Tenant** or **Tenant's** property from bursting, stoppage or leakage of water, gas, sewer or steam pipes.

14. HOLD HARMLESS: **Landlord** shall not be liable to **Tenant** or **Tenant's** employees, agents or invitees or to any other person whomsoever, for any injury to person or damage to property on or about the Premises solely caused by the negligence or misconduct of **Tenant**, his employees or agents or caused by the building and improvements located on the Premises, that are the responsibility of **Tenant** as expressly provided herein, becoming out of repair, and **Tenant** agrees to indemnify and hold **Landlord** harmless from any loss, expense or damage caused by any such damages or injury (unless due to **Landlord's** default of this Lease or due to **Landlord's** or **Landlord's** agents, employees and contractors, negligence or willful misconduct, or **Landlord's** breach of this Lease).

15. SIGNS AND EXTERIOR LIGHTING: All signs and advertising displayed in and about the Premises shall be such only as to advertise the business carried on by **Tenant**. No signage shall be erected or displayed until approved in writing by **Landlord** (which consent shall not be unreasonably withheld, conditioned or delayed), and no awning or canopy shall be installed on the exterior of the Premises unless approved in writing by **Landlord** (which consent shall not be unreasonably withheld, conditioned or delayed). **Notwithstanding anything to the contrary contained herein, Landlord hereby consents to the following: At Tenant's expense Tenant shall have the right to install Tenant's signage on: (a) one-quarter (1/4) of the space on the Douglas Boulevard two-sided monument sign (both sides), (b) one panel (both sides) on the pylon entry sign, (c) the existing raceway above the east-facing Tenant entrance to the Premises, (d) the exterior building directory, and (e) the area selected by Tenant, in Tenant's sole discretion, on the east-facing exterior brick façade (first removing the existing "Bowling Green Center" box signage). If Landlord remodels the façade of the Building, Landlord will relocate Tenant-impacted signage to a location(s) acceptable to Tenant at Landlord's expense. Throughout the term of this Lease, as may be extended, Landlord shall maintain the trimming or removal of trees as necessary to provide unobscured line of sight to Tenant's signage.**

16. HOLDING OVER: Should **Tenant** or any of its successors in interest, hold over the Premises, or any part thereof, after the expiration of the term of this Lease, unless otherwise agreed in writing, such holding over shall constitute and be construed as tenancy from month to month only, at the then-current monthly rental.

17. DEFAULT BY TENANT: The following shall be deemed to be events of default by **Tenant** under the terms of this Lease (provided, however, in the case of any such failure which cannot reasonably be cured within thirty (30) days but which is



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curable, **Tenant** may cure such failure within such additional period as may be reasonably required, as long as **Tenant** has promptly commenced such cure and thereafter diligently prosecutes such cure to completion):

- a) **Tenant** shall fail to pay any installment of the rent on the date rent is due and such failure shall continue for a period of **ten days** following written notice of the same from **Landlord**.
- b) **Tenant** shall fail to comply with any term, condition or covenant of this Lease, other than payment or rent, and shall not cure such failure within **thirty days** after written notice thereof to **Tenant**, or if such failure cannot reasonably be cured within the said thirty days and **Tenant** shall not have commenced to cure such failure within said thirty days and shall thereafter with reasonable diligence and good faith proceed to cure such failure.
- c) **Tenant** shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.
- d) **Tenant** shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under State thereof that is not then terminated within sixty (60) days; or **Tenant** shall be adjudged bankrupt or insolvent in proceedings filed against **Tenant** there under.
- e) A receiver or trustee shall be appointed for all or substantially all of the assets of **Tenant**.
- f) Upon the occurrence of any of such events of default, **Landlord** shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:
 - 1) **Tenant** shall immediately surrender the Premises to **Landlord** and if **Tenant** fails to do so, **Landlord** may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove **Tenant** and any other person who may be occupying said Premises or any part thereof, by force if necessary, without being liable for prosecution of any claim or damage therefore; and **Tenant** agrees to pay to **Landlord**, on demand, the amount of all commercially reasonable loss and damages, which **Landlord** may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise.
 - 2) Enter upon and take possession of the Premises and expel or remove **Tenant** and any other person who may be occupying said Premises or any part thereof by force if necessary without liability for prosecution of any claim for damages thereof, and relet the Premises and receive the rent therefore; and **Tenant** agrees to pay **Landlord** on demand any deficiency that may arise by reason of such reletting.
 - 3) Enter upon the Premises and do whatever **Tenant** is obligated to do under the terms of this Lease, and **Tenant** agrees to reimburse **Landlord** on demand for expenses which **Landlord** may incur in thus effecting compliance with **Tenant's** obligations under this Lease, and **Tenant** further agrees that **Landlord** shall not be liable for any damages resulting to the **Tenant** from such action, unless caused by the negligence or willful misconduct of **Landlord**.



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Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to **Landlord** hereunder or of any damages accruing to **Landlord** by reason of the violation of any of the terms, conditions and covenants herein contained. 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**

18. LANDLORD DEFAULT/TENANT SELF-HELP. 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 13 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 emergency) after the delivery to **Landlord** of 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 prosecute such cure to completion), then **Landlord** shall be in default under the terms of this Lease, **Tenant** shall be entitled to (i) cure such default of **Landlord** by performing the relevant obligations of **Landlord** on **Landlord's** behalf, in which case **Landlord** shall reimburse **Tenant**, within thirty (30) days of receiving an invoice from **Tenant** for such costs, for all costs expended by **Tenant** in performing such obligations, plus an administrative fee of 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. In the event **Tenant** proceeds under clause (i) hereinabove and is not reimbursed in full for its costs within thirty (30) days of its delivery of an invoice to **Landlord**, **Tenant** shall be entitled to offset the amount of such unreimbursed costs against the amounts next due and payable under this Lease.

19. ATTORNEY'S FEES: If on account of any breach or default by **Landlord** or **Tenant** of their obligations to any of the parties hereto, under the terms, conditions and covenants of this Lease, it shall become necessary for any of the parties hereto to employ an attorney to enforce or defend any of its rights or remedies there under, and should such party prevail, it shall be entitled to any reasonable attorney's fees incurred in such connection.

20. DESTRUCTION OF PREMISES: If the Premises shall be damaged or destroyed or rendered untenable, in whole or part, by or as the result of fire or other casualty during the term hereof, **Landlord** shall repair and restore the same to substantially the same condition as before such damage as soon as reasonably practicable, and the Rent shall abate (i) entirely in case the entire Premises are untenable, or (ii) be prorated if only a portion is untenable and **Tenant** is conducting its business from the undamaged portion of the Premises, until the same shall be restored to a tenable condition. If the Premises is damaged or destroyed during the last two years of the term of this Lease to the extent of more than eight percent (80%) of the value thereof, **either party** shall have the right to terminate this Lease by written notice to **the other** within thirty days following such damage by destruction. Further, in the event the Premises is not actually restored to the condition required herein within one hundred eighty (180) days from the date of any destruction or damage, **Tenant** shall have the right to terminate this Lease by giving notice thereof to **Landlord** at any time following the expiration of such one hundred eighty (180) day period (but prior to such restoration being completed).

21. WAIVER OF DEFAULT: No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Lease shall be deemed to warrant any subsequent default or breach of the same or any other term, condition or covenant contained herein.



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22. REMOVAL BY TENANT: **Tenant** shall have the right to remove from the Premises all of its personal property and any and all other trade fixtures, which it has installed in and upon the Premises, all of said property being hereby expressly reserved and retained by **Tenant** provided, however, that **Tenant** shall repair any damage caused by removal of its property. Upon the expiration of the term or earlier termination thereof, subject to the terms and conditions of this Section 22, **Tenant** shall surrender possession of the Premises to **Landlord** in good, broom-clean condition, except for (i) fire or other casualty damage, (ii) ordinary wear and tear, (iii) maintenance, repairs, or replacements which are necessary as a result of **Landlord** not performing its obligations under this Lease (including, without limitation, under Section 13 hereof), and (iv) other conditions that **Tenant** is not required to remedy under this Lease. Any and all alterations to the Premises shall become the property of **Landlord** upon the termination of this Lease (except for personal property owned or leased by **Tenant**, which (1) for purposes hereunder, shall include, but not be limited to, furniture, equipment, and trade fixtures, and (2) shall be removed by **Tenant** on or before the expiration of the Term or earlier termination thereof). In no event shall **Tenant** be required to restore the Premises to the condition the same existed prior to any alterations being performed by, through or under **Tenant** in accordance with the terms of this Lease

23. FORCE MAJEURE: **Landlord nor Tenant** shall not be required to perform any term, condition or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of **Landlord or Tenant** and which by the exercise of due diligence **Landlord or Tenant** is unable, wholly or in part, to prevent or overcome.

24. EXHIBITS: All exhibits, attachments and instruments referred to herein shall be considered a part hereof for all purposes with the same force and effect as if copied in full.

25. USE OF LANGUAGE: Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

26. CAPTIONS: The captions or headings of paragraphs in this Lease are inserted for convenience only, and shall not be considered in construing the provisions hereof if any question of intent arises.

27. NOTICES: Any notice which is required or permitted to be given by either party under this Lease shall be in writing and must be given only by certified mail, return receipt requested, by hand delivery or by nationally recognized overnight courier service at the addresses set forth below. All notices, payments, and agreements given or made by, with or to any one of such persons or entities shall be deemed to have been given or made by, with or to all of them. Any such notice shall be deemed given on the date sent or deposited for delivery in accordance with one of the permitted methods described above. Either party may change its notice address by notice to the other party in accordance with the terms of this Section 27. Notices from either party may be given by such party or by its attorney or agent acting on behalf of such party. The following are the initial notice addresses for each party:

(a) Such notice to **Landlord** at: Douglas Development Corporation
1113 S. Douglas Boulevard, Suite A,
Midwest City, Oklahoma 73130

(b) Such notice to **Tenant** at: Touchstone Imaging of Oklahoma, LLC



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3304 Communications Parkway, Ste. 201
Plano, Texas 75093
Attn: Clete Madden

With a copy to:

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

28. RIGHT ASSIGNMENT: **Landlord** reserves the right to assign and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon **Landlord's** interest in the Premises; provided, however, that no default by **Landlord** under any mortgage or mortgages shall affect **Tenant's** rights under this Lease so long as **Tenant** is not in default hereunder beyond any applicable notice and cure period. With respect to any deed of trust, mortgage, master lease, or other security instrument which may constitute a lien upon the Premises during the Lease term, **Tenant** hereby agrees that, subject to and only upon execution by **Tenant** and the relevant lienholder of a subordination, non disturbance and attornment agreement in form and content reasonably acceptable to **Tenant** and such lienholder, **Tenant's** interest in and to this Lease shall be subordinate to such mortgage, deed of trust, master lease or other security instrument.

29. ENTIRE AGREEMENT: This Lease shall constitute the entire agreement of the parties hereto; all prior agreements between the parties, whether written or oral, or merged herein shall be of no force and effect. This Lease cannot be changed, modified or discharged orally but only by agreement in writing, signed by both parties.

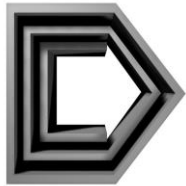
30. CUMULATIVE RIGHTS: The various rights, powers, elections and remedies of the **Landlord** and the **Tenant** contained in this Lease shall be construed as cumulative and no one of them as exclusive of the other, or exclusive of any rights or priorities, allowed by law, and no rights shall be exhausted by being exercised on one or more occasions.

31. ASSIGNS: The covenants, conditions and agreements made and entered into by the parties hereto, shall be binding upon and inured to the benefit of their respective heirs, representatives, successors and assigns.

32. WAIVER OF SUBROGATION: **Landlord** and **Tenant** both agree with respect to damage from fire or other casualty or events, the risk of which are insurable under standard insurance policies, no insurer of either **Landlord** or **Tenant** against such risks of damage covering the Premises shall have a right of subrogation against either **Landlord** or **Tenant**, their officers, directors, employees or agents and both **Landlord** and **Tenant** hereby release and waive any right to recover from said person for any damage covered by such insurance. Such waiver shall stand mutually terminated as of the date either **Landlord** or **Tenant** notifies the other party of the termination of such waiver or subrogation.

33. IMPROVEMENT ALLOWANCE AND LANDLORD'S WORK:

- 1) **Tenant** intends to make certain improvements in the Premises, including, but not limited to, the construction of a demising wall, in the location depicted in Exhibit A attached hereto and incorporated herein (collectively, the "Tenant Work"). **Landlord** shall provide to **Tenant** a construction allowance of up to \$15.00 per sq ft



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of Premises within thirty (30) days of **Tenant's** written notification to **Landlord** of its completion of the Tenant Work, and request for reimbursement thereof.

- 2) The one existing five (5) ton RTU is provided to **Tenant** in it's as-is and where-is condition.
- 3) Prior to the Effective Date, **Landlord** shall, at its sole cost and expense, have outfitted the Premises with 480V, 800 Amp, 3 Phase service (the "Landlord Work").

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

35. LANDLORD INDEMNIFICATION: **Landlord** shall indemnify, protect, defend and hold **Tenant**, its agents and employees harmless from and against any and all claims, actions, damages, liabilities, demands, costs and expenses of every kind and nature (including reasonable attorneys' fees and court costs) in connection with injury (including death) or damage to any person, property or business arising from or out of any negligence or willful misconduct of **Landlord**, its employees, agents or contractors.

36. EXCLUSIVE USE: For so long as (i) this Lease is in effect and (ii) **Tenant** is not in default of this Lease beyond any applicable notice and cure period, no premises within the Project (other than the Premises) shall be used for medical imaging services (the "Competing Use Restriction"). Provided, however, the Competing Use Restriction shall not apply to any existing tenants or occupants that have executed leases or other occupancy agreements for space in the Center as of the Effective Date (collectively the "Existing Tenants"); provided, however, in no event shall **Landlord** consent or otherwise permit any Existing Tenants to change their use if the same would violate the Competing Use Restriction and **Landlord** can prohibit such change of use without being in default of the applicable lease. In the event of any violation of this Section 8 (an "Exclusive Violation"), **Tenant** shall only be required pay to **Landlord**, in lieu of full Rent, an amount equal to fifty percent (50%) of the Rent ("Alternate Rent") then due on a monthly basis until such Exclusive Violation has been cured. Further, if such Exclusive Violation is not cured within six (6) months after such initial Exclusive Violation commenced, then **Tenant** shall also have the right to terminate this Lease at any time prior to such Exclusive Violation being cured.

37. MEMORANDUM OF LEASE: If requested by **Tenant**, **Landlord** shall execute a recordable Memorandum of Lease or Short Form Lease, prepared at **Tenant's** expense, 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.

38. HIPAA: **Landlord** acknowledges and understands that it may have incidental contact and access to protected health information ("PHI") of **Tenant's** patients during the term of this Lease as such term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); provided, however, **Landlord** shall use commercially reasonable efforts to avoid such contact and access to PHI. **Landlord** agrees that it will not use or disclose PHI in any manner. **Landlord** and **Tenant** agree to enter into an amendment to this Lease as necessary to comply with applicable federal and state laws and regulations governing the use and/or disclosure of PHI (collectively, the "PHI Laws"). **Landlord** and **Tenant** further agree to enter into a Business Associate Agreement, if such is deemed necessary to comply with subsequent amendments and regulations to HIPAA. Notwithstanding any of **Landlord's** rights to enter the Premises pursuant to the terms of this Lease, **Landlord** shall not cause **Tenant** to in any way violate any laws, regulations or ordinances intended to protect the rights and privacy of **Tenant's** patients, including those relating to any and all patient records, which at any time, **Tenant** shall be



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able to secure in locked storage units or remove from the Premises. Notwithstanding anything contained herein to the contrary, to ensure the privacy of **Tenant's** patients, neither **Landlord** nor any **Landlord** parties may enter the Premises unless accompanied by a representative of **Tenant**, with the exception of bona fide emergencies. Notwithstanding the foregoing, however, (a) **Tenant** may require **Landlord**, its employees, contractors, agents, or **Landlord's** lender and their respective consultants and other agents to be escorted (such escort to be provided by **Tenant**, if any) during any entry onto the Premises during normal business hours, except in the case of an emergency, and (b) **Landlord**, its employees, contractors, agents, or **Landlord's** lender and their respective consultants and other agents shall use commercially reasonable efforts not to interfere with, access, use or disclose, any protected health information of **Tenant** or its patients.

39. CHILLER UNIT: **Tenant** shall have the right to install and operate a chiller and a quench vent (collectively, the "Chiller Unit"), which Chiller Unit shall be installed and maintained outside of the Premises in a location mutually approved by **Landlord** and **Tenant**. **Tenant** shall operate and maintain the Chiller Unit in compliance with all applicable laws, rules, regulations and ordinances, and **Tenant** shall have the right to install a fence around the Chiller Unit in accordance with plans and specifications approved by **Landlord** (such approval not to be unreasonably withheld, conditioned or delayed).

40. AS-BUILT DRAWINGS: **Landlord** shall deliver to **Tenant**, on the Effective Date, the as-built drawings of the Building and Premises in CAD format. If **Landlord** fails to comply with such obligation and **Tenant** proceeds to cause to be prepared as-built drawings, then, in such event, **Landlord** shall reimburse to **Tenant** the costs incurred by **Tenant** in connection with preparing such as-built drawings.

41. Broker Disclosure. Avenue Commercial Real Estate ("Tenant's Broker") has acted as agent for **Tenant** in this transaction and is to be paid a commission by **Landlord** pursuant to a separate agreement. **Tenant** represents that it has dealt with no broker other than the broker(s) identified herein. **Tenant** and **Landlord** agree that if any other broker makes a claim for a commission, based upon the actions of either party or its broker, such party shall indemnify, defend and hold the other party and its broker harmless from any such claim. This indemnity shall survive any termination or expiration of this Lease.

42. Counterparts. This Lease may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute 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.

43. Parking. **Tenant** shall be entitled to park in common with other tenants of the Center in those areas designated for non-reserved parking (but such parking areas shall be within a reasonable distance from the entrance of the Premises). It is agreed that such parking available for use by **Tenant** and **Tenant's** agents, contractors, employees and invitees shall in no event be less than five and one-half (5.5) parking spaces per 1,000 square feet of the Premises available for Tenant.

44. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the state in which the Premises are located. **The parties** irrevocably consent and submit to the nonexclusive jurisdiction of the courts of the state and federal district in which the property is located and waives any objection based on venue of forum non conveniens with respect to any action instituted in those courts arising under this Lease or in any way connected or related or incidental to the dealings of the **Tenant** and the **Landlord** in respect of this Lease or any related transactions, in each case whether now



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existing or later arising, and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any of those matters will be heard only in the courts describe above.

45. Condemnation.

(a) If all or any portion of the Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain, then **Tenant** shall have the right to terminate this Lease upon written notice to **Landlord**, and this Lease shall terminate, and the Rent shall be abated during the unexpired portion of this Lease, effective on the date physical possession is taken by the condemning authority. If **Tenant** elects not to terminate, the Rent payable hereunder shall equitably abated or apportioned accordingly.

(b) If any part of the common areas shall be taken as aforesaid, this Lease shall not terminate, nor shall the Rent change, except that **Tenant** may terminate this Lease if the common areas remaining following such taking, including any additional parking area provided by Landlord in reasonable proximity to the Center, is less than 50% of the parking area before the taking or if any taking adversely affects **Tenant's** access or parking to the Premises for its business operations. Any election to terminate this Lease in accordance with this provision shall be evidenced by written notice of termination delivered to **Landlord** within 30 days after the date physical possession is taken by the condemning authority.

[Signature page to follow]
[Remainder of this page left intentionally blank]



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In Witness Whereof, the Parties Hereto Have Executed This Lease Agreement on the day and year first set forth above.

Landlord:

Douglas Development Corporation,
a Real Estate Development Corporation

DocuSigned by:

Cyrus R. Valanejad

by: _____
Name: Cyrus R. Valanejad
Title: Vice President

Tenant:

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

DocuSigned by:

Jennifer Bibles

by: _____
Name: Jennifer Bibles
Title: President

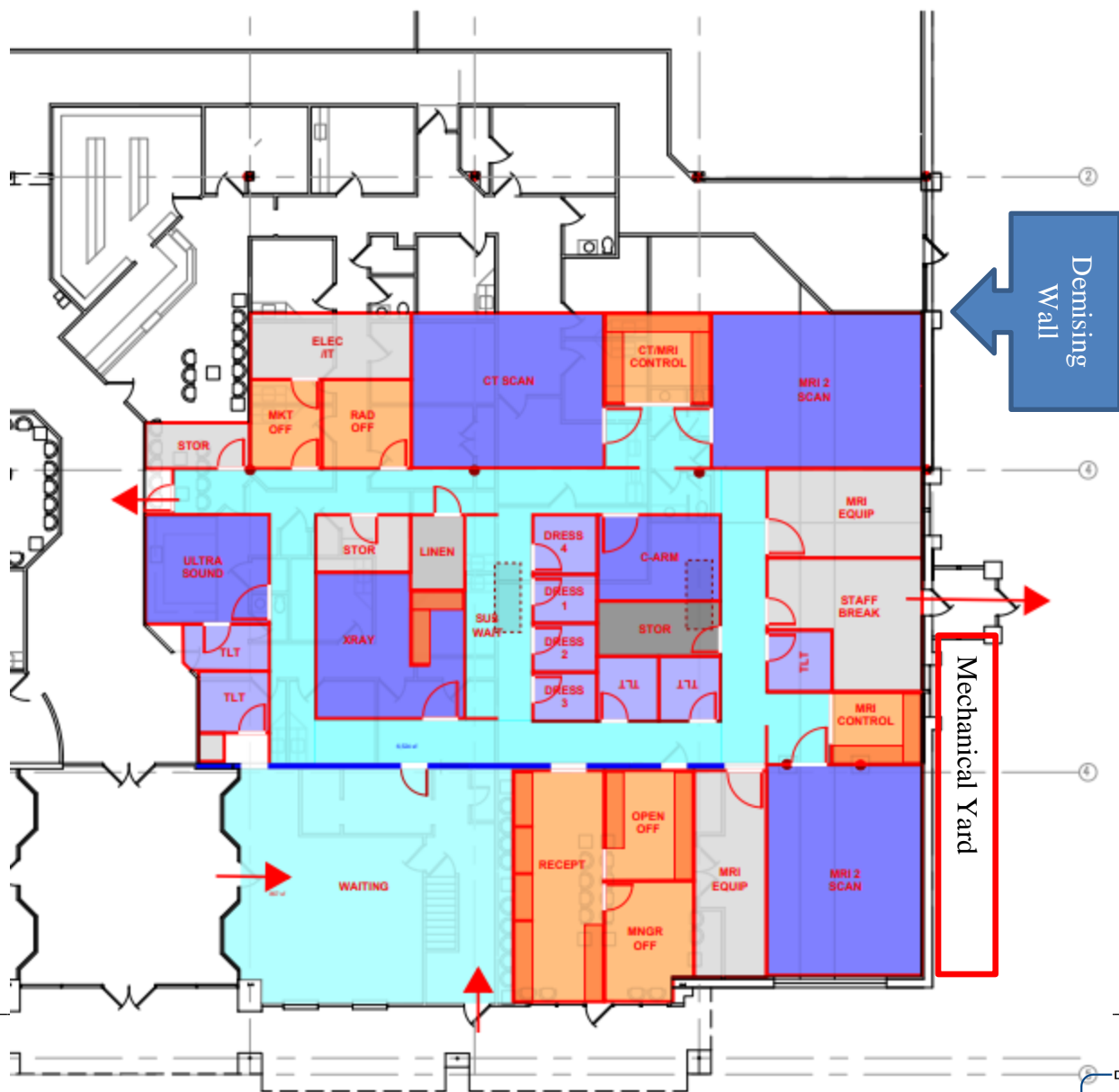


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EXHIBIT A

PLAN OF PREMISES



TOUCHSTONE MIDWEST CITY, OK
SCHEMATIC FLOOR PLAN
6,524 SF

DS
JB

DS
CRV



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