

LEASE MODIFICATION AGREEMENT

That Lease Modification Agreement (this "Agreement") made as of this ____ day of _____, _____

by and between **RIVER ROOT PARTNERS, LLC**, a Georgia limited liability company (hereinafter called "Landlord"), **DIAGNOSTIC SYSTEMS OF GEORGIA, LLC**, a Georgia limited liability company (hereinafter called "Tenant").

WITNESSETH

WHEREAS, by that certain Shopping Center Lease Agreement dated May 8, 2002, as amended from time to time (collectively the "Lease"), Landlord leased to the Tenant approximately **20,320 square feet** of space located at Riverbend Shopping Center, Rome, Georgia (the "**Premises**"); and

WHEREAS Landlord and Tenant hereby desire to modify and extend the Lease as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the above-stated premises and the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Tenant is now occupying 20,320 sq. ft. located 16 Riverbend Dr., Rome, GA. Tenant releases possession and agrees to grant permission to Landlord to recapture approximately 2,295 square feet bordering the space known as R-18 and being part of R-16 with the intention that Landlord will lease to **Physicians' Rome Surgery Center** ("Neighboring Tenant") that portion of the Shopping Center more particularly shown on Exhibit A attached hereto, and thus reducing 2,295 square feet (the "**Reduction Area**") from the Premises hereinafter referred to as the "**New Premises**" consisting of a total floor area of approximately 18,025 square feet.
2. Base Rent for the New Premises shall remain the same. CAM, Taxes, and Insurance will be calculated based on (10,160 sq. ft.) until renewal of new term. Tenant shall pay their prorated share.
3. The "**Reduction Delivery Date**" shall be the first day Landlord delivers possession of the Reduction Area to Neighboring Tenant in accordance with the requirements of this Agreement, confirmed in writing by Landlord (the "**Delivery Date**"). Landlord anticipates delivering the Reduction Area to Neighboring Tenant on or about _____.
4. In the event of a conflict between the terms of this agreement and the terms of the Lease, the terms of this agreement shall prevail. All other terms, provisions, covenants and conditions of the Lease shall continue in full force and effect except as herein modified.

{SIGNATURES ON NEXT PAGE}

IN WITNESS WHEREOF, the Landlord and Tenant have caused this Lease Modification Agreement to be duly executed as of the date first written above.

LANDLORD:

RIVER ROOT PARTNERS, LLC,
a Georgia limited liability company

By: _____

Robert H. Ledbetter, Jr., its Manager

Date: _____

TENANT:

DIAGNOSTIC SYSTEMS OF GEORGIA, LLC,
a Georgia limited liability company

By: _____

Name: _____

Its: _____

Date: 12.17.20