

## MEDICAL OFFICE LEASE

### ARTICLE 1.00 BASIC LEASE TERMS

**1.01 Parties.** This Lease Agreement ("**Lease**") is entered into by and between the following Lessor and Lessee:

("Lessor") **RFLP SADI I, LLC**

("Lessee") **American Health Imaging of Dallas, LLC, Texas limited liability company**

**1.02 Leased Premises.** In consideration of the rents, terms, provisions and covenants of this Lease, Lessor hereby leases, lets and demises to Lessee the following described premises ("**leased premises**"): approximately 4949 Square Feet that includes 4366 sole use space plus shared space of 870 square feet multiplied by 67% of percentage of total occupancy the building located at 818 Lexington Avenue San Antonio, TX 78212, and its associated common elements, as more particularly described on Exhibit A (the "**building**"). The Lessee acknowledges that leased premises consists of sole use space and associated common use space and that this Lease and the leased premises are subject to the restrictions contained in, and the obligations imposed on the building owners. Other: Lessor has granted Lessee First right of refusal if the adjoining space becomes available for lease, at the current market rate available at that time.

**1.03 Term.** Subject to and upon the conditions set forth herein, the term of this Lease shall commence on January 1, 2019 (the "**commencement date**") and shall terminate **84** months thereafter. Tenant is entitled to two (2) five (5) year renewal options at five (5%) percent increase of the previous term's base rent. Tenant must give written notice exercising each option to Landlord no later than 180 days prior to expiration.

**1.04 Base Rent.** The monthly base rent is \$8,998 for the first 60 months of the term. The base rent shall increase to \$9,447 beginning the 61<sup>st</sup> month of the term. Starting in the 16<sup>th</sup> month and continuing through the 60<sup>th</sup> month of the term, Lessee will receive a \$500 monthly credit against the base rent. **Utilities will be paid monthly to Lessor based on Lessee's pro-rata share of 74%.**

#### **1.05 Addresses.**

Lessor's Address:

4411 Bluebonnet, Suite 109  
600 Stafford, Texas 77477  
30345

Lessee's Address:

2200 Century Parkway NE, Suite  
Atlanta, GA

**1.06 Permitted Use.** General and medical office use.

## ARTICLE 2.00 RENT

**2.01 Base Rent.** Lessee agrees to pay monthly as base rent during the term of this Lease the sum of money set forth in section 1.04 of this Lease, which amount shall be payable to Lessor at the address shown above. One monthly installment of rent shall be due and payable on the date of execution of this Lease by Lessee for the first month's rent and a like monthly installment shall be due and payable on or before the first day of each calendar month succeeding the commencement date. Lessee shall pay, as additional rent, all other sums due under this Lease.

**2.02 Additional Rent.** In addition to the Minimum Annual Rent specified in this Lease, Tenant shall pay to Landlord as Additional Rent for the Leased Premises, in each calendar year or partial calendar year during the Lease Term, an amount equal to the Tenant's Proportionate Share of the Annual Rental Adjustment (as defined herein) for such calendar year. Landlord shall estimate Tenant's Proportionate Share of the Annual Rent Adjustment annually, and written notice thereof shall be given to Tenant prior to the beginning of each calendar year. Landlord estimates that Additional Rent for 2018-2019 will be approximately **\$4.85 per square foot**. Tenant shall pay to Landlord each month, at the same time the Monthly Rental Installment is due, an amount equal to one-twelfth (1/12) of the estimated Tenant's Proportionate Share of the Annual Rental Adjustment. If Operating Expenses (as defined herein) increase during a calendar year, Landlord may increase the estimated Annual Rental Adjustment during such year by giving Tenant written notice to that effect, and thereafter Tenant shall pay to Landlord, in each of the remaining months of such year, an amount equal to Tenant's Proportionate Share of the amount of such increase in the estimated Annual Rental Adjustment divided by the number of months remaining in such year. Within a reasonable time after the end of each calendar year, Landlord shall prepare and deliver to Tenant a statement showing the actual Annual Rental Adjustment. Within thirty (30) days after receipt of the aforementioned statement, Tenant shall pay to Landlord, or Landlords shall credit against the next rent payment or payments due from Tenant, as the case may be, the difference between the actual Annual Rental Adjustment for the preceding calendar year and the estimated amount paid by Tenant during such year.

**2.03 Operating Expenses.** Tenant shall pay 67% of Lessor's operating expenses for the building for each calendar year during the term of this Lease and all monthly and special assessments against the building by the Association. Lessor may invoice Lessee monthly for Lessee's pro rata share of the estimated operating expenses for each calendar year, which amount shall be adjusted each year based upon anticipated operating expenses. Within four months following the close of each calendar year, Lessor shall provide Lessee an accounting showing in reasonable detail all computations of additional rent due under this section. If the accounting shows that the total of the monthly payments made by Lessee exceeds the amount of additional rent due by Lessee under this section, the accounting shall be accompanied by a refund. If the accounting shows that the total of the monthly payments made by Lessee is less than the amount of additional rent due by Lessee under this section, the accounting shall be accompanied by an invoice for the additional rent. Notwithstanding any other provision in this Lease, during the year in which the Lease terminates, Lessor, prior to the termination date, shall have the option to invoice Lessee for Lessee's pro rata share of the excess operating expenses based upon the previous year's operating expenses. If this Lease shall terminate on a day other than the last day of a calendar year, the amount of any additional rent payable by Lessee applicable to the year in which such termination shall occur shall be prorated on the ratio that the

number of days from the commencement of the calendar year to and including the termination date bears to 365. Lessee shall have the right, at its own expense and within a reasonable time, to audit Lessor's books relevant to the additional rent payable under this section. Lessee agrees to pay any additional rent due under this section within ten days following receipt of the invoice or accounting showing additional rent due.

**2.04 Definition of Operating Expenses.** The term "*operating expenses*" includes all expenses incurred by Lessor with respect to the maintenance and operation of the building of which the leased premises are a part, including, but not limited to, the following: maintenance, repair and replacement costs; electricity (allocated at 74% of pro-rata share, to be paid monthly), water, sewer, gas, and other utility charges; security, window washing and janitorial services; trash and snow removal; landscaping and pest control; management fees, wages and benefits payable to employees of Lessor whose duties are directly connected with the operation and maintenance of the building; all services, supplies, repairs, replacements or other expenses for maintaining and operating the building or project including parking and common areas; the cost, including interest, amortized over its useful life, of any capital improvement made to the building by Lessor after the date of this Lease which is required under any governmental law or regulation that was not applicable to the building at the time it was constructed; the cost, including interest, amortized over its useful life, of installation of any device or other equipment which improves the operating efficiency of any system within the leased premises and thereby reduces operating expenses; all other expenses which would generally be regarded as operating and maintenance expenses which would reasonably be amortized over a period not to exceed five years; all real property taxes and installments of special assessments, including dues and assessments by means of deed restrictions and/or owners' associations, including under the declaration, which accrue against the building of which the leased premises are a part during the term of this Lease; and all insurance premiums Lessor is required to pay or deems necessary to pay, including public liability insurance, with respect to the building. The term operating expenses does not include the following: Repairs/Replacement on Roof, Exterior walls and foundation; Electricity supplied to each tenant of the building (each tenant will separately meter the electrical supply to its leased premises), repairs, restoration or other work occasioned by fire, wind, the elements or other casualty; income and franchise taxes of Lessor; expenses incurred in leasing to or procuring of lessees, leasing commissions, advertising expenses and expenses for the renovating of space for new lessees; interest or principal payments on any mortgage or other indebtedness of Lessor; any depreciation allowance or expense; capital expenses (over \$2500.00) for repairs/maintenance of parking and common areas; or operating expenses which are the responsibility of Lessee. The base rent includes the Lessor providing basic building management services; however, if the Lessor incurs third-party costs in connection with providing services to the building, the Lessor may include such costs, without markup, as operating expenses. Lessee will be responsible for janitorial services, security alarm, cable and pest control within their respective lease space.

**2.05 Late Payment Charge.** Other remedies for nonpayment of rent notwithstanding, if the monthly rental payment is not received by Lessor on or before the tenth day of the month for which the rent is due, or if any other payment due Lessor by Lessee is not received by Lessor on or before the tenth day of the month next following the month in which Lessee was invoiced, a late payment charge of five percent of such past due amount shall become due and payable in addition to such amounts owed under this Lease.

**2.06 Increase in Insurance Premiums.** If an increase in any insurance premiums paid by Lessor

for the building is caused by Lessee's use of the leased premises in a manner other than as set forth in section 1.06, or if Lessee vacates the leased premises and causes an increase in such premiums, then Lessee shall pay as additional rent the amount of such increase to Lessor.

**2.07 Holding Over.** If Lessee does not vacate the leased premises upon the expiration or termination of this Lease, Lessee shall be a tenant at will for the holdover period and all of the terms and provisions of this Lease shall be applicable during that period, except that Lessee shall pay Lessor as base rental for the period of such holdover an amount equal to 105% times the base rent which would have been payable by Lessee had the holdover period been a part of the original term of this Lease. Lessee agrees to vacate and deliver the leased premises to Lessor upon Lessee's receipt of notice from Lessor to vacate. The rental payable during the holdover period shall be payable to Lessor on demand. No holding over by Lessee, whether with or without the consent of Lessor, shall operate to extend the term of this Lease.

### ARTICLE 3.00 OCCUPANCY AND USE

**3.01 Use.** Lessee warrants and represents to Lessor that the leased premises shall be used and occupied only for the purpose as set forth in section 1.06. Lessee shall occupy the leased premises, conduct its business and control its agents, employees, invitees and visitors in such a manner as is lawful, reputable and will not create a nuisance. Lessee shall not permit any operation which emits any odor or matter which intrudes into other portions of the building, use any apparatus or machine which makes undue noise or causes vibration in any portion of the building or otherwise interfere with, annoy or disturb any other lessee in its normal business operations or Lessor in its management of the building. Nothing in this paragraph shall be construed to prohibit Lessee from operating a Magnetic Resonance Imaging or other diagnostic imaging equipment in its normal course of business and in compliance with applicable laws and regulations. Lessee shall neither permit any waste on the leased premises nor allow the leased premises to be used in any way which would, in the opinion of Lessor, be extra hazardous on account of fire or which would in any way increase or render void the fire insurance on the building.

**3.02 Signs.** No sign of any type or description shall be erected, placed or painted in or about the leased premises or the building except those signs submitted to Lessor in writing and approved by Lessor in writing, and which signs are in conformance with Lessor's sign criteria established for the project. Lessee acknowledges that the board of directors of the Association has the right approve signs for the building.

**3.03 Compliance with Laws, Rules and Regulations.** Lessee, at Lessee's sole cost and expense, shall comply with all laws, ordinances, orders, rules and regulations of state, federal, municipal or other agencies or bodies having jurisdiction over use, condition and occupancy of the leased premises. Lessee will comply with the rules and regulations adopted by the Association. Lessee will comply with the rules and regulations of the building adopted by Lessor which are set forth on a schedule attached to this Lease. Lessor shall have the right at all times to change and amend the rules and regulations in any reasonable manner as may be deemed advisable for the safety, care, cleanliness, preservation of good order and operation or use of the building or the leased premises. All changes and amendments to the rules and regulations of the building will be sent by Lessor to Lessee in writing and shall thereafter be carried out and observed by Lessee.

**3.04 Warranty of Possession.** Lessor warrants that it has the right and authority to execute this Lease, and Lessee, upon payment of the required rents and subject to the terms, conditions, covenants and agreements contained in this Lease, shall have possession of the leased premises during the full term of this Lease as well as any extension or renewal thereof. Lessor shall not be responsible for the acts or omissions of any other lessee or third party that may interfere with Lessee's or any sublessee's use and enjoyment of the leased premises.

**3.05 Inspection.** Lessor or its authorized agents shall at any and all reasonable times have the right to enter the leased premises with advance notice to inspect the same, to supply janitorial service or any other service to be provided by Lessor, to show the leased premises to prospective purchasers or lessees, and to alter, improve or repair the leased premises or any other portion of the building. Lessor recognizes that certain areas of the leased premises will be secured and inaccessible in order to secure controlled substances used in the Lessee's medical practice and to protect the privacy of the Lessee's patients. Lessee hereby waives any claim for damages for injury or inconvenience to or interference with Lessee's business, any loss of occupancy or use of the leased premises, and any other loss occasioned thereby. Lessor shall at all times have and retain a key with which to unlock all of the doors in, upon and about the leased premises, other than to areas that contain confidential patient information or store controlled substances. Lessee may change Lessor's lock system and shall promptly thereafter provide Lessor with a copy of the access code or entry device (e.g., access magnetic card or key). Lessee shall not prohibit Lessor from entering the leased premises. Lessor shall have the right to use any and all means which Lessor may deem proper to open any door in an emergency without liability therefore.

#### ARTICLE 4.00 UTILITIES AND SERVICE

**4.01 Building Services.** To the extent not otherwise provided by the Association under the terms of the declaration, Lessor shall provide routine maintenance, painting and electric lighting service for all public areas and special service areas of the building in the manner and to the extent deemed by Lessor to be standard. Lessor may, in its sole discretion, provide additional services not enumerated herein. Failure by Lessor to any extent to provide these defined services or any other services not enumerated, or any cessation thereof, shall not render Lessor liable in any respect for damages to either person or property, be construed as an eviction of Lessee, work an abatement of rent or relieve Lessee from fulfillment of any covenant in this Lease. Should any of the equipment or machinery break down, or for any cause cease to function properly, Lessor shall use reasonable diligence to repair the same promptly, but Lessee shall have no claim for rebate of rent on account of any interruption in service occasioned from the repairs. Lessor reserves the right from time to time to make changes in the utilities and services provided by Lessor to the building.

**4.02 Theft or Burglary.** Lessor shall not be liable to Lessee for losses to Lessee's property or personal injury caused by criminal acts or entry by unauthorized persons into the leased premises or the building.

**4.03 Window Coverings.** Lessor may furnish and install window coverings on all exterior windows to maintain a uniform exterior appearance if required by the declaration or Association. Lessee shall not remove or replace these window coverings or install any other window coverings which would affect the

exterior appearance of the building. Lessee may install interior window treatments, provided they do not affect the exterior appearance of the building or affect the operation of the building's heating, ventilating and air conditioning systems.

**4.04 Charge for Service.** All costs of Lessor for providing the services set forth in article 4.00 shall be subject to the additional rent provisions in section 2.02.

## **ARTICLE 5.00 REPAIRS AND MAINTENANCE**

**5.01 Lessor Repairs.** Lessor shall not be required to make any improvements, replacements or repairs of any kind or character to the leased premises during the term of this Lease except as are set forth in this section. To the extent not otherwise required to be made by the Association, Lessor shall maintain only the roof, foundation, parking and common areas, and the structural soundness of the exterior walls, doors corridors, windows and other structures or equipment serving the leased premises. Lessor's costs of maintaining and repairing the items set forth in this section are subject to the additional rent provisions in section 2.02. Lessor shall not be liable to Lessee, except as expressly provided in this Lease, for any damage or inconvenience, and Lessee shall not be entitled to any abatement or reduction of rent by reason of any repairs, alterations or additions made by Lessor under this Lease.

**5.02 Lessee Repairs.** Lessee shall, at its sole cost and expense, repair or replace any damage to all or any part of the leased premises caused by any act or omission of Lessee or Lessee's or Lessee's sublessee's agents, employees, invitees, licensees or visitors; provided, however, if Lessee fails to make the repairs or replacements promptly, Lessor may, at its option, make the repairs or replacements, and the costs of such repairs or replacements shall be charged to Lessee as additional rent and shall become payable by Lessee with the payment of rent next due hereunder.

**5.03 Request for Repairs.** All requests for repairs or maintenance that are the responsibility of Lessor pursuant to any provision of this Lease must be made in writing to Lessor at the address in section 1.05, in accordance with Lessor's written policies.

**5.04 Lessee Damages.** Lessee shall not allow any damage to be committed on any portion of the leased premises or building, and at the termination of this Lease, by lapse of time or otherwise, Lessee shall deliver the leased premises to Lessor in as good condition as existed at the commencement date of this Lease, ordinary wear and tear excepted. The cost and expense of any repairs necessary to restore the condition of the leased premises shall be borne by Lessee.

## **ARTICLE 6.00 ALTERATIONS AND IMPROVEMENTS**

**6.01 Lessee Improvements.** Lessee may finish out the leased premises pursuant to plans and specifications approved by Lessor, and Lessee shall be solely responsible for the costs thereof. Lessee shall not make or allow to be made any other material alterations or physical additions in or to the leased premises without first obtaining the written consent of Lessor, which consent will not be unreasonably withheld, conditioned or delayed. Any alterations, physical additions or improvements to the leased premises made by Lessee shall at once become the property of Lessor and shall be surrendered to Lessor upon the

termination of this Lease. This Section shall not apply to removable equipment, fixtures or furniture owned by Lessee, including, but not limited to Lessee's Magnetic Resonance Imaging machine, its attendant shielding and apparatus, which may be removed by Lessee at the end of the term of this Lease if Lessee is not then in default and if such equipment and furniture are not then subject to any other rights, liens and interest of Lessor.

## ARTICLE 7.00 CASUALTY AND INSURANCE

**7.01 Substantial Destruction.** If the leased premises should be totally destroyed by fire or other casualty, or if the leased premises should be damaged so that rebuilding cannot reasonably be completed within ninety working days after the date of written notification by Lessee to Lessor of the destruction, this Lease shall terminate and the rent shall be abated for the unexpired portion of the Lease, effective as of the date of the written notification. The Lessor shall retain exclusive ownership and control of the proceeds of any insurance on the building, subject to the rights of any lender's liens against the building.

**7.02 Partial Destruction.** If the leased premises should be partially damaged by fire or other casualty, and rebuilding or repairs can reasonably be completed within ninety working days from the date of written notification by Lessee to Lessor of the destruction, this Lease shall not terminate, and Lessor, or the Association, as the case may be, shall at its sole risk and expense proceed with reasonable diligence to rebuild or repair the building or other improvements, excluding the improvements to the building performed by any lessee thereof, to substantially the same condition in which they existed prior to the damage. If the leased premises are to be rebuilt or repaired and are untenantable in whole or in part following the damage, and the damage or destruction was not caused or contributed to by act or negligence of Lessee, its agents, employees, invitees or those for whom Lessee is responsible, the rent payable under this Lease during the period for which the leased premises are untenantable shall be adjusted to such an extent as may be fair and reasonable under the circumstances. If Lessor fails to complete the necessary repairs or rebuilding within ninety working days from the date of written notification by Lessee to Lessor of the destruction, Lessee may at its option terminate this Lease by delivering written notice of termination to Lessor, whereupon all rights and obligations under this Lease shall cease to exist. Lessee at its expense shall be responsible for rebuilding or repairing its improvements to the leased premises according to plans approved by the Lessor.

**7.03 Insurance.** Lessor shall insure the building for its full replacement cost against casualty and for the other risks identified on Schedule 7.03 as the Lessor's responsibility, and the premiums for such insurance are operating costs for purposes of Section 2.02. Lessee shall maintain an insurance policy against all risks for not less than the full replacement cost of the Lessee's improvements to the building and shall maintain such additional insurance coverage identified on Schedule 7.03 as the Lessee's responsibility. Commercial general liability insurance in a form approved in the State of Texas (including broad form property damage coverages). The limits of liability shall not be less than Two Million Dollars (\$2,000,000.00) per Occurrence, which amount may be satisfied with a primary commercial general liability policy of not less than One Million Dollars (\$1,000,000.00) and an excess (or "Umbrella") liability policy affording coverage, at least as broad as that afforded by the primary commercial general liability policy, in an amount not less than One Million Dollars (\$1,000,000.00). Landlord, the property manager and any mortgagees shall be included as additional insureds in said policies and shall be protected against all liability arising in connection with these Lease. All said policies of insurance shall be written as

“occurrence” policies. Lessee to provide proof of such insurance to Lessor. Lessor shall not be obligated in any way or manner to insure any personal property (including, but not limited to, any furniture, machinery, goods or supplies) of Lessee upon or within the leased premises, any fixtures installed or paid for by Lessee upon or within the leased premises, or any improvements which Lessee may construct on the leased premises. Lessee shall have no right in or claim to the proceeds of any policy of insurance maintained by Lessor even if the cost of such insurance is borne by Lessee as set forth in article 2.00.

**7.04 Waiver of Subrogation.** Anything in this Lease to the contrary notwithstanding, Lessor and Lessee hereby waive and release each other of and from any and all right of recovery, claim, action or cause of action, against each other, their agents, officers and employees, for any loss or damage that may occur to the leased premises, improvements to the building of which the leased premises are a part, or personal property within the building, by reason of fire or the elements, regardless of cause or origin, including negligence of Lessor or Lessee and their agents, officers and employees. Lessor and Lessee agree immediately to give their respective insurance companies which have issued policies of insurance covering all risk of direct physical loss, written notice of the terms of the mutual waivers contained in this section, and to have the insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverage’s by reason of the mutual waivers.

**7.05 Hold Harmless.** Lessor shall not be liable to Lessee or to Lessee’s sublessee, assignees, employees, agents, invitees, licensees or visitors, or to any other person, for an injury to person or damage to property on or about the leased premises caused by any act or omission of Lessee or Lessee’s sublessee, or their respective agents, servants or employees, or of any other person entering upon the leased premises under express or implied invitation by Lessee or its sublessee, or caused by the improvements located on the leased premises becoming out of repair, the failure or cessation of any service provided by Lessor (including security service and devices), or caused by leakage of gas, oil, water or steam or by electricity emanating from the leased premises. Lessee agrees to indemnify and hold harmless Lessor of and from any loss, attorney’s fees, expenses or claims arising out of any such damage or injury.

## ARTICLE 8.00 CONDEMNATION

**8.01 Substantial Taking.** If all or a substantial part of the leased premises are taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase in lieu thereof, and the taking would prevent or materially interfere with the use of the leased premises for the purpose for which it is then being used, 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. In the event of any such taking or private purchase in lieu thereof, Lessor and Lessee shall each be entitled to receive and retain such separate awards and/or portion of lump sum awards as may be allocated to their respective interests in any condemnation proceedings; provided that Lessee shall not be entitled to receive any award for Lessee’s loss of its leasehold interest, the right to such award being hereby assigned by Lessee to Lessor, but Lessee shall be entitled to a claim as may be available to Lessee for the taking of Lessee’s personal property (including fixtures paid for by Lessee) and Lessee’s relocation costs, to the extent that such claim is payable separately to Lessee and does not diminish the award available to Lessor or any Lender. The declaration’s terms regarding condemnation of the building or the control of condemnation proceeds of the building by the Association shall control over the provisions of this Article

**8.02 Partial Taking.** If a portion of the leased premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase in lieu thereof, and this Lease is not terminated as provided in section 8.01 above, Lessor shall at Lessor's sole risk and expense, restore and reconstruct the building on the leased premises to the extent necessary to make it reasonably tenantable; however, Lessee shall at its expense rebuild or repair the Lessee's improvements to the building. The rent payable under this Lease during the unexpired portion of the term shall be adjusted to such an extent as may be fair and reasonable under the circumstances. Lessee shall have no claim to the condemnation award or proceeds in lieu thereof.

## **ARTICLE 9.00 ASSIGNMENT OR SUBLEASE**

**9.01 Lessor Assignment.** Lessor shall have the right to sell, transfer or assign, in whole or in part, its rights and obligations under this Lease and in the building. Any such sale, transfer or assignment shall operate to release Lessor from any and all liabilities under this Lease arising after the date of such sale, assignment or transfer.

**9.02 Lessee Assignment.** Lessee shall not assign or sublease, in whole or in part, this Lease, or allow it to be assigned, in whole or in part, by operation of law or otherwise, without the prior written consent of Lessor, which consent will not be unreasonably withheld, conditioned or delayed. In no event shall any such sublease ever release Lessee or any guarantor from any obligation or liability hereunder. No assignee or sublessee of the leased premises or any portion thereof may assign or sublease the leased premises or any portion thereof. In the event of an assignment, Lessee may be released as guarantor at the discretion of the Lessor based upon equal or better credit standing of proposed Assignee.

**9.03 Conditions of Assignment or Sublease.** If Lessee desires to assign or sublease all or any part of the leased premises, it shall so notify Lessor at least thirty days in advance of the date on which Lessee desires to make such assignment. Lessee shall provide Lessor with a copy of the proposed assignment or sublease and such information as Lessor might request concerning the proposed assignee or sublessee to allow Lessor to make informed judgments as to the financial condition, reputation, operations and general desirability of the assignee or sublessee. Within fifteen days after Lessor's receipt of Lessee's proposed assignment and all required information concerning the sublessee or assignee, Lessor shall have the following options: (1) consent to the proposed assignment or sublease; or (2) refuse to consent to the proposed assignment, which refusal shall not be unreasonably withheld, conditioned or delayed. Upon the occurrence of an event of default, if all or any part of the leased premises are then assigned or subleased, Lessor, in addition to any other remedies provided by this Lease or provided by law, may, at its option, collect directly from the assignee or sublessee all rents becoming due to Lessee by reason of the assignment or sublease, not to exceed the amounts due to Lessor hereunder, and Lessor shall have a security interest in all properties on the leased premises to secure payment of such sums. Any collection directly by Lessor from the assignee or sublessee shall not be construed to constitute a novation or a release of Lessee or any guarantor from the further performance of its obligations under this Lease. For purposes of this Section 9.03, a change in control of the Lessee, except for transfers to an affiliated entity, or of a permitted sublessee, shall constitute an assignment. A "change in control" for purposes of this Section occurs if the shareholders of the Lessee or a permitted sublessee as of the date inserted above the parties' signatures to this Lease cease to own a majority of the entity's outstanding membership interests; provided, however, that no change

in control will be deemed to have occurred if the owners of Lessee have transferred all or part of its ownership in Lessee to individual(s) or entity(ies) which share or shared common ownership by its ultimate owners.

**9.04 Rights of Mortgagee.** Lessee accepts this Lease subject and subordinate to any recorded mortgage or deed of trust lien presently existing or hereafter created upon the building and to all existing recorded restrictions, covenants, easements and agreements with respect to the building. Lessor is hereby irrevocably vested with full power and authority to subordinate Lessee's interest under this Lease to any first mortgage or deed of trust lien hereafter placed on the leased premises, and Lessee agrees upon demand to execute additional instruments subordinating this Lease as Lessor may require. If the interest of Lessor under this Lease shall be transferred by reason of foreclosure or other proceedings for enforcement of any first mortgage or deed of trust on the leased premises, Lessee shall be bound to the transferee (sometimes called the "**Purchaser**") at the option of the Purchaser, under the terms, covenants and conditions of this Lease for the balance of the term remaining, including any extensions or renewals, with the same force and effect as if the Purchaser were Lessor under this Lease, and, if requested by the Purchaser, Lessee agrees to attorn to the Purchaser, including the first mortgagee under any such mortgage if it be the Purchaser, as its Lessor.

**9.05 Estoppel Certificates.** Lessee agrees to furnish, from time to time, within ten days after receipt of a request from Lessor or Lessor's mortgagee, a statement certifying, if applicable, the following: Lessee or Lessee's approved sublessee is in possession of the leased premises; the leased premises are acceptable; the Lease is in full force and effect; the Lease is unmodified; Lessee claims no present charge, lien, or claim of offset against rent; the rent is paid for the current month, but is not prepaid for more than one month and will not be prepaid for more than one month in advance; there is no existing default by reason of some act or omission by Lessor; and such other matters as may be reasonably required by Lessor or Lessor's mortgagee. Lessee's failure to deliver such statement, in addition to being a default under this Lease, shall be deemed to establish conclusively that this Lease is in full force and effect except as declared by Lessor, that Lessor is not in default of any of its obligations under this Lease, and that Lessor has not received more than one month's rent in advance.

## ARTICLE 10.00 DEFAULT AND REMEDIES

**10.01 Default by Lessee.** The following shall be deemed to be events of default by Lessee under this Lease: (1) Lessee shall fail to pay when due, after the expiration of any applicable cure period, any installment of rent or any other payment required pursuant to this Lease; (2) Lessee shall fail to comply with any term, provision or covenant of this Lease, other than the payment of rent, and the failure is not cured within ten (10) days after written notice to Lessee; (3) Lessee shall file a petition or be adjudged bankrupt or insolvent under any applicable federal or state bankruptcy or insolvency law or admit that it cannot meet its financial obligations as they become due; or a receiver or trustee shall be appointed for all or substantially all of the assets of Lessee; or Lessee shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors; or (4) Lessee shall do or permit to be done any act which results in a lien being filed against the leased premises or the building and/or project of which the leased premises are a part.

**10.02 Remedies for Lessee's Default.** Upon the occurrence of any event of default set forth in this Lease, Lessor shall have the option to pursue any one or more of the remedies set forth herein without any notice or demand. (1) Lessor may enter upon and take possession of the leased premises, by picking or changing locks if necessary, and lock out, expel or remove Lessee and any other person who may be occupying all or any part of the leased premises without being liable for any claim for damages, and relet the leased premises on behalf of Lessee and receive the rent directly by reason of the reletting. Lessee agrees to pay Lessor on demand any deficiency that may arise by reason of any reletting of the leased premises; further, Lessee agrees to reimburse Lessor for any expenditures made by it in order to relet the leased premises, including, but not limited to, remodeling and repair costs. (2) Lessor may enter upon the leased premises, by picking or changing locks if necessary, without being liable for any claim for damages, and do whatever Lessee is obligated to do under the terms of this Lease. Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in effecting compliance with Lessee's obligations under this Lease; further, Lessee agrees that Lessor shall not be liable for any damages resulting to Lessee from effecting compliance with Lessee's obligations under this Lease caused by the negligence of Lessor or otherwise. (3) Lessor may terminate this Lease, in which event Lessee shall immediately surrender the leased premises to Lessor, and if Lessee fails to surrender the leased premises, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the leased premises, by picking or changing locks if necessary, and lock out, expel or remove Lessee and any other person who may be occupying all or any part of the leased premises without being liable for any claim for damages. Lessee agrees to pay on demand the amount of all loss and damage which Lessor may suffer by reason of the termination of this Lease under this section, whether through inability to relet the leased premises on satisfactory terms or otherwise. Notwithstanding anything contained in this Lease to the contrary, this Lease may be terminated by Lessor only by mailing or delivering written notice of such termination to Lessee, and no other act or omission of Lessor shall be construed as a termination of this Lease.

## ARTICLE 11.00 DEFINITIONS

**11.01 Act of God or Force Majeure.** An "*act of God*" or "*force majeure*" is defined for purposes of this Lease as strikes, lockouts, sit downs, material or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather which prevents construction), acts of the public enemy, wars, insurrections and any other cause not reasonably within the control of Lessor and which by the exercise of due diligence Lessor is unable, wholly or in part, to prevent or overcome.

**11.02 Building.** The term "*building*" has the meaning given to the term in section 1.02.

**11.03 Commencement Date.** The term "*commencement date*" shall be the date set forth in section 1.03. The commencement date shall constitute the commencement of the term of this Lease for all purposes, whether or not Lessee has actually taken possession.

**11.04 Square Feet.** "*Square feet*" or "*square foot*" as used in this Lease includes the area contained within the leased premises together with a common area percentage factor of the leased premises proportionate to the total building area.

## ARTICLE 12.00 MISCELLANEOUS

**12.01 Waiver.** Failure of Lessor to declare an event of default immediately upon its occurrence, or delay in taking any action in connection with an event of default, shall not constitute a waiver of the default, but Lessor shall have the right to declare the default at any time and take such action as is lawful or authorized under this Lease. Pursuit of any one or more of the remedies set forth in article 11.00 above shall not preclude pursuit of any one or more of the other remedies provided elsewhere in this Lease or provided by law, nor shall pursuit of any remedy constitute forfeiture or waiver of any rent or damages accruing to Lessor by reason of the violation of any of the terms, provisions or covenants of this Lease. Failure by Lessor to enforce one or more of the remedies provided upon an event of default shall not be deemed or construed to constitute a waiver of the default or of any other violation or breach of any of the terms, provisions and covenants contained in this Lease.

**12.02 Act of God.** Lessor shall not be required to perform any covenant or obligation in this Lease, or be liable in damages to Lessee, so long as the performance or non-performance of the covenant or obligation is delayed, caused or prevented by an act of God, force majeure or by Lessee.

**12.03 Attorney's Fees.** If Lessee defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease and Lessor places in the hands of an attorney the enforcement of all or any part of this Lease, the collection of any rent due or to become due or recovery of the possession of the lease premises, Lessee agrees to pay Lessor's costs of collection, including reasonable attorney's fees for the services of the attorney, whether suit is actually filed or not.

**12.04 Successors.** This Lease shall be binding upon and inure to the benefit of Lessor and Lessee and their respective successors and assigns. It is hereby covenanted and agreed that should Lessor's interest in the leased premises cease to exist for any reason during the term of this Lease, then notwithstanding the happening of such event this Lease nevertheless shall remain unimpaired and in full force and effect, and Lessee hereunder agrees to attorn to the then owner of the leased premises.

**12.05 Captions.** The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of any section.

**12.06 Notice.** All rent and other payments required to be made by Lessee shall be payable to Lessor at the address set forth in section 1.05. All payments required to be made by Lessor to Lessee shall be payable to Lessee at the address set forth in section 1.05, or at any other address within the United States as Lessee may specify from time to time by written notice. Any notice or document required or permitted to be delivered by the terms of this Lease shall be deemed to be delivered (whether or not actually received) when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the parties at the respective addresses set forth in section 1.05.

**12.07 Corporate Authority.** Each of the persons executing this Lease on behalf of Lessee does hereby personally represent and warrant that Lessee is a duly authorized and existing Texas limited liability company, that the Lessee has full right and authority to enter into this Lease, and that each person signing

on behalf of the Lessee is authorized to do so. If any representation or warranty is false, all persons who execute this lease shall be liable, individually, as Lessee.

**12.08 Severability.** If any provision of this Lease or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Lease and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

**12.09 Lessor's Liability.** If Lessor shall be in default under this Lease and, if as a consequence of such default, Lessee shall recover a money judgment against Lessor, such judgment shall be satisfied only out of the right, title and interest of Lessor in the building as the same may then be encumbered and neither Lessor nor any person or entity comprising Lessor shall be liable for any deficiency. In no event shall Lessee have the right to levy execution against any property of Lessor nor any person or entity comprising Lessor other than its interest in the building as herein expressly provided.

**12.10 Indemnity.** Lessor agrees to indemnify and hold harmless Lessee from and against any liability or claim, whether meritorious or not, arising with respect to any broker whose claim arises by, through or on behalf of Lessor. Lessee agrees to indemnify and hold harmless Lessor from and against any liability or claim, whether meritorious or not, arising with respect to any broker whose claim arises by, through or on behalf of Lessee.

#### **ARTICLE 13.00 AMENDMENT AND LIMITATION OF WARRANTIES**

**13.01 Entire Agreement.** IT IS EXPRESSLY AGREED BY LESSEE, AS A MATERIAL CONSIDERATION FOR THE EXECUTION OF THIS LEASE, THAT THIS LEASE, WITH THE SPECIFIC REFERENCES TO WRITTEN EXTRINSIC DOCUMENTS, IS THE ENTIRE AGREEMENT OF THE PARTIES; THAT THERE ARE, AND WERE, NO VERBAL REPRESENTATIONS, WARRANTIES, UNDERSTANDINGS, STIPULATIONS, AGREEMENTS OR PROMISES PERTAINING TO THIS LEASE OR TO THE EXPRESSLY MENTIONED WRITTEN EXTRINSIC DOCUMENTS NOT INCORPORATED IN WRITING IN THIS LEASE.

**13.02 Amendment.** THIS LEASE MAY NOT BE ALTERED, WAIVED, AMENDED OR EXTENDED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY LESSOR AND LESSEE.

**13.03 Limitation of Warranties.** LESSOR AND LESSEE EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS LEASE.

#### **ARTICLE 14.00 OTHER PROVISIONS**

**14.01 Building Rules and Regulations:** See Attached Rules on Exhibit B.

**SIGNED** effective as of January 1, 2019.

**LESSOR:**

RFLP SADI, LLC

By: 

Todd Richey, Manager

**LESSEE:**

American Health Imaging of Dallas, LLC

By: 

CEO

## Exhibit A

### Legal Description

818 Lexington Avenue  
San Antonio, Texas 78212

Lessee's space – outlined in pink; shared space is yellow; adjoining Tenant's space is in green



**Exhibit B**  
**RULES AND REGULATIONS**

1. Lessor agrees to furnish Lessee two access devices without charge. Additional access devices will be furnished at a nominal charge. Lessee may change the access code or device if it promptly informs Lessor of the change and provides the Lessor with a copy of the access code or device. All access devices to the leased premises shall be surrendered to Lessor upon termination of this Lease.
2. Lessee will refer all contractors, contractor's representatives and installation technicians rendering any service on or to the leased premises for Lessee to Lessor for Lessor's approval before performance of any contractual service, other than in connection with services required in the normal operations of Lessee's business. Lessee's contractors and installation technicians shall comply with Lessor's rules and regulations pertaining to construction and installation. This provision shall apply to all work performed on or about the leased premises, including installation of communications equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings and equipment or any other physical portion of the leased premises.
3. Lessee shall not at any time occupy any part of the leased premises as sleeping or lodging quarters.
4. Lessee shall not place, install or operate on the leased premises or in any part of the building any engine, stove or machinery, or conduct mechanical operations or cook thereon or therein (excluding the use of microwave ovens), or place or use in or about the leased premises any explosives, gasoline, kerosene, oil acids, caustics, or any flammable, explosive or hazardous material without written consent of Lessor. Lessee may install and operate equipment related to its medical practice.
5. Lessor will not be responsible for lost or stolen personal property, equipment, money or jewelry from the leased premises regardless of whether such loss occurs when the area is locked against entry or not.
6. No dogs, cats, fowl, or other animals shall be brought into or kept in or about the leased premises, however, with Lessor's permission, Lessee may maintain an aquarium.
7. None of the parking, plaza, recreation or lawn areas, entries, passages, doors, elevators, hallways or stairways shall be blocked or obstructed or any rubbish, litter, trash, or material of any nature placed, emptied or thrown into these areas or such area used by Lessee's agents, employees or invitees at any time for purposes inconsistent with their designation by Lessor.
8. The water closets and other water fixtures shall not be used for any purpose other than those for which they were constructed, and any damage resulting to them from misuse or by the defacing or injury of any part of the building shall be borne by the person who shall occasion it. No person shall waste water by interfering with the faucets or otherwise.
9. No person shall disturb occupants of the building by the use of any radios, record players, tape recorders, musical instruments, the making of unseemly noises or any unreasonable use.

10. Nothing shall be thrown out of the windows of the building or down the stairways or other passages.
11. Lessee and its employees, agents and invitees shall park their vehicles only in those parking areas designated by Lessor. Lessee shall observe all parking and vehicle rules adopted by the Association. Lessee shall not leave any vehicle in a state of disrepair (including without limitation, flat tires, out of date inspection stickers or license plates) on the leased premises. If Lessee's employees, agents or invitees park their vehicles in areas other than the designated parking areas or leave any vehicle in a state of disrepair, Lessor, after giving written notice to Lessee of such violation, shall have the right to remove such vehicles at Lessee's expense.
12. Parking shall be in compliance with all parking rules and regulations including any sticker or other identification system established by Lessor or the Association. Failure to observe the rules and regulations shall terminate Lessee's right to use the parking garage or area and subject the vehicle in violation of the parking rules and regulations to removal and impoundment. No termination of parking privileges or removal of impoundment of a vehicle shall create any liability on Lessor or be deemed to interfere with Lessee's right to possession of its leased premises. Vehicles must be parked entirely within the stall lines and all directional signs, arrows and posted speed limits must be observed. Parking is prohibited in areas not striped for parking, in aisles, where "No Parking" signs are posted, on ramps, in cross hatched areas, and in other areas as may be designated by Lessor. Parking stickers or other forms of identification supplied by Lessor shall remain the property of Lessor and not the property of Lessee and are not transferable. Every person is required to park and lock his or her vehicle. All responsibility for damage to vehicles or persons is assumed by the owner of the vehicle or its driver.
13. Movement in or out of the building of furniture or office supplies and equipment, or dispatch or receipt by Lessee of any merchandise or materials which requires use of elevators or stairways, or movement through the building entrances or lobby, shall be restricted to hours designated by Lessor. All such movement shall be under supervision of Lessor and carried out in the manner agreed between Lessee and Lessor by prearrangement before performance. Such prearrangement will include determination by Lessor of time, method, and routing of movement and limitations imposed by safety or other concerns which may prohibit any article, equipment or any other item from being brought into the building. Lessee assumes, and shall indemnify Lessor against, all risks and claims of damage to persons and properties arising in connection with any said movement.
14. Lessor shall not be liable for any damages from the stoppage of elevators for necessary or desirable repairs or improvements or delays of any sort or duration in connection with the elevator service.
15. Lessee shall not lay floor covering within the leased premises without written approval of the Lessor. The use of cement or other similar adhesive materials not easily removed with water is expressly prohibited.
16. Lessee agrees to cooperate and assist Lessor in the prevention of canvassing, soliciting and peddling within the building.

17. It is Lessor's desire to maintain the building the highest standard of dignity and good taste consistent with the comfort and convenience for Lessees. Any action or condition not meeting this high standard should be reported directly to Lessor. Lessee's cooperation will be mutually beneficial and sincerely appreciated. Lessor reserves the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be necessary, for the safety, care and cleanliness of the leased premises and for the preservation of good order therein.

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