

## TENANT ESTOPPEL CERTIFICATE

Nov 6, 2012

Langtree Ventures MOB, LLC  
c/o Langtree Ventures, Inc.  
114 Ventana Court  
 Mooresville, NC 28117

Jeffries LoanCore LLC  
c/o LoanCore Capital  
80 Field Point Road  
Greenwich, Connecticut 06830

and

Each of the persons and entities defined in the first paragraph of this letter as a “**Beneficiary**”

Re: Lease for certain premises forming a part of the Randolph Medical Building located at  
1928 Randolph Road, Charlotte, Mecklenburg County, North Carolina (the “**Property**”)

Ladies and Gentlemen:

The undersigned certifies to, and agrees with, (i) Landlord (as defined in Paragraph 1 below) and the partners, members and shareholders of Landlord (and their respective successors and/or assigns), (ii) each purchaser or prospective purchaser of the Property or of any interest in the Property and the respective successors and/or assigns of any such purchaser or prospective purchaser (collectively, “**Purchaser**”), and (iii) each lender or prospective lender to Landlord or to any Purchaser (or to any of the partners, members and shareholders of Landlord or any Purchaser) and the respective successors and/or assigns of each such lender or prospective lender (collectively, “**Lender**”) (each person or entity described in the preceding clauses (i) through (iii) being referred to herein as a “**Beneficiary**”) that, as of the date hereof:

1. It is the tenant under a lease dated June 28, 2007, (together with all documents listed on Exhibit A hereto, the “**Lease**”) between The Grove in Elizabeth, LLC, as the current landlord (together with its successors and assigns, “**Landlord**”), and the undersigned, as tenant (“**Tenant**”), covering approximately 1,472 square feet of space (the “**Leased Premises**”) at the Property.

2. The Lease is in full force and effect. The Lease has not been amended, modified or supplemented except as set forth on Exhibit A. There are no other agreements or understandings, whether written or oral, between Landlord and Tenant with respect to the Lease, the Leased Premises or the Property.

3. The term of the Lease commenced on October 1, 2007, and expires on June 28, 2012, subject to the following renewal options:

One (1) consecutive ten (10) year option expiring on July 1, 2022, provided however, Tenant can terminate at the expiration of the fifth year of the renewal period by providing a written termination notice to Landlord by January 31, 2017.

4. Tenant has accepted possession of the Leased Premises.

5. Tenant has not assigned the Lease or any rights therein to any party.

6. Tenant has not subleased the Leased Premises or any part thereof to any party, other than as follows:

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7. The monthly fixed, minimum or basic rent under the Lease is \$3,821.60. All monthly fixed, minimum or basic rent has been paid through the month of October, 2012. All additional rent, percentage rent, Tenant's proportionate share of real estate taxes and insurance, common area maintenance charges, contributions to any merchant's association or promotional fund and all other sums or charges payable under the Lease by Tenant have been paid through the month of N/A. No fixed, minimum or basic rents, additional rents, percentage rents or other sums or charges payable under the Lease have been paid for more than one (1) month in advance of the due date thereof.

8. Tenant has deposited with Landlord security or other deposits in the aggregate amount of \$3,066.66.

9. To the best of Tenant's knowledge, both Tenant and Landlord have performed all of their respective obligations under the Lease and Tenant has no knowledge of any event which, with the giving of notice, the passage of time or both, would constitute a default by Landlord under the Lease.

10. Tenant has no claim against Landlord and no offset or defense to the enforcement of any of the terms of the Lease.

11. All improvements or work required to be performed by Landlord have been completed in accordance with the Lease and have been accepted by Tenant, other than as follows:

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12. There are no sums due to Tenant from Landlord and no allowances or other concessions (including free rent and credits) due to Tenant from Landlord that have not been paid or otherwise provided by Landlord to Tenant prior to the date hereof, other than as follows:

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13. Tenant has no right or option pursuant to the Lease or otherwise to purchase all or any part of the Leased Premises or the Property.

14. Tenant does not have any right or option for additional space in the Property, other than as follows:

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15. Tenant has not given any notice of termination under the Lease. Tenant has no right to terminate the Lease except, to the extent contained in the Lease, in connection with a casualty or condemnation and except, to the extent permitted by applicable law, in connection with an actual or constructive eviction of Tenant.

16. There are no actions, voluntary or otherwise, pending or, to the best knowledge of Tenant, threatened against Tenant under the bankruptcy, reorganization, moratorium or similar laws of the United States, any state thereof or any other jurisdiction.

17. Tenant shall not, without obtaining the prior written consent of Lender, (a) enter into any agreement amending, modifying or terminating the Lease, (b) prepay any of the fixed, minimum or basic rents, additional rents, percentage rents or other sums or charges payable under the Lease for more than one (1) month in advance of the due dates thereof, (c) voluntarily surrender the Leased Premises or terminate the Lease without cause or shorten the term thereof, or (d) assign the Lease or any rights therein or sublease the Leased Premises or any part thereof other than pursuant to the provisions of the Lease. Any such amendment, modification, termination, prepayment, voluntary surrender, assignment or subleasing, without Lender's prior written consent, shall not be binding upon Lender, its designee and/or any purchaser at the sale described in Paragraph 18 below.

18. Tenant acknowledges and agrees that the Lease is and shall be subordinate to the mortgage, deed of trust or other such security instrument securing the loan made by Lender to Landlord (including any Purchaser that succeeds to Landlord's interest in the Property). Lender, by accepting this letter, agrees that no foreclosure (whether judicial or nonjudicial), deed or assignment in lieu of foreclosure, or sale of the Property in connection with the enforcement of such mortgage, deed of trust or other such security instrument or otherwise in satisfaction of the Loan shall operate to terminate the Lease or Tenant's rights thereunder to possess and use the Leased Premises; provided that (a) the term of the Lease has commenced, (b) Tenant is in possession of the Leased Premises, and (c) the Lease is in full force and effect and no uncured default exists under the Lease.

19. If Lender or its designee succeeds to Landlord's (or any successor to Landlord's) interest in the Property or if a sale by power of sale or foreclosure occurs, Tenant agrees to attorn to and accept Lender, its designee or a purchaser at such sale as its landlord under the Lease for the then remaining balance of the term thereof.

20. Tenant acknowledges and agrees that if any blank space is not completed, Tenant shall be deemed to have responded "None" or "Not Applicable" unless the context clearly requires to the contrary.

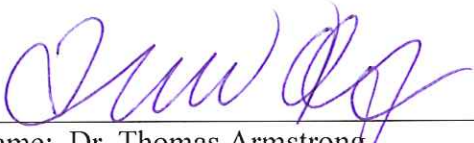
21. Tenant acknowledges that (a) Lender will rely on this letter in making a loan or otherwise extending credit to Landlord and/or Purchaser and (b) each other Beneficiary will rely on this letter (including, without limitation, in connection with a purchase of the Property or of interests in the Property, or in its dealings with or relating to the Property, Landlord or the Lease).

22. Tenant acknowledges that (a) the information contained in this letter and the provisions hereof shall be for the benefit of each Beneficiary and (b) the provisions hereof shall also inure to the benefit of any lender making a loan secured by the direct or indirect interests in Landlord and/or Purchaser.

The undersigned individual hereby certifies that he or she is duly authorized to sign, acknowledge and deliver this letter on behalf of Tenant.

Very truly yours,

By:

  
Name: Dr. Thomas Armstrong

## **EXHIBIT A**

### **List of Amendments**

1. First Amendment to Lease Agreement dated June 28, 2007; and
2. Second Addendum to Lease dated December 14, 2011.