

ORIGINAL

BASIC LEASE INFORMATION

LEASE DATE: 2-28 day of February, 2005

LANDLORD: TRIDOLPH, LLC, a North Carolina limited liability company

ADDRESS OF LANDLORD: c/o Brackett Company, Inc., 717 S. Torrence Street, Suite 101
Charlotte, NC 28204

TENANT: Metrolina Surgical Specialists, PLLC

ADDRESS OF TENANT: 1928 Randolph Road, Suite 312
Charlotte, NC 28207

CONTACT: Dr. Obinna Eruchalu
or Ms. Kathy Masters

TELEPHONE: 704-375-0404

Paragraph 1

PREMISES: On the 3rd floor of the Randolph Medical Building as outlined in red on Exhibit B hereto. The approximate rentable area of the Premises for purposes of this Lease is 1,962 square feet.

BUILDING: The approximate rentable area of the Building for purposes of this Lease is 31,882 square feet.

PROPERTY: That parcel of land located at 1928 Randolph Road in Charlotte, Mecklenburg County, North Carolina, being more particularly described on Exhibit A attached hereto.

Paragraph 2

USE: medical office

Paragraph 3

LEASE TERM: Four (4) years, commencing the earlier of (i) May 1, 2005, or (ii) the date the tenant improvements as described in Exhibit C are substantially complete.

Paragraph 4

RENT: three thousand five hundred eighty dollars and sixty five cents (\$ 3,580.65) per month.

Paragraph 27

RENTAL ADJUSTMENT: Four percent (4%) per year.

Paragraph 32

SECURITY DEPOSIT: Waived

Paragraph 42

RENEWAL OPTION: One (1) year option

The foregoing Basic Lease Information is hereby incorporated into and made a part of this Lease. Each reference in this Lease to any of the Basic Lease Information shall mean the respective information hereinabove set forth and shall be construed to incorporate all of the terms provided under the particular Lease paragraph pertaining to such information. In the event of any conflict between any Basic Lease Information and the Lease, the latter shall control.

INITIAL: JE (For Landlord)

INITIAL: RM (For Tenant)

LEASE

THIS LEASE made as of this ____ day of February, 2005, between TRIDOLPH, LLC, a North Carolina limited liability company, (hereinafter called "Landlord"), and METROLINA SURGICAL SPECIALISTS, PLLC (hereinafter called "Tenant").

WITNESSETH:

1. PREMISES AND PROPERTY

Landlord hereby demises and leases to Tenant and Tenant hereby accepts and leases from Landlord those premises (hereinafter called "Premises") outlined in red on Exhibit B attached hereto, made a part hereof, and specified in the Basic Lease Information, being a portion of a multi-story office building (the "Building") constructed or being constructed on a parcel of land (the "Property") located as described in the Basic Lease Information together with the non-exclusive right to use all parking areas, driveways, sidewalks and other common facilities furnished by Landlord from time to time.

2. USE

Tenant shall use and occupy the Premises for the purpose specified in the Basic Lease Information and for no other use or purpose without the prior written consent of Landlord. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them, nor use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose or for any business, use or purpose deemed to be disreputable or inconsistent with the operation of a first-class office building, nor shall Tenant cause, maintain or permit any nuisance in, on, or about the Premises. Tenant shall not commit or suffer the commission of any waste in, on, or about the Premises.

3. TERM AND POSSESSION

(a) The term of this Lease shall be for the period specified in the Basic Lease Information (or until sooner terminated as herein provided) beginning on the "Commencement Date" as hereinafter defined, except that if the Commencement Date is other than the first day of a calendar month, the term hereof shall be extended for the remainder of that calendar month at the end of the term unless otherwise specified in the Basic Lease Information.

(b) The Commencement Date shall be the date, if any, specified in the Basic Lease Information, or, if no such date is specified, the earlier of (A) the date upon which the Premises have been substantially completed as defined in subparagraph 3(c) below in accordance with the plans and specifications of Landlord (other than any work which cannot be completed on such date provided such incompletion will not substantially interfere with Tenant's use of the Premises) or (B) the date on which Tenant takes possession of, or commences the operation of its business in, any or all of the Premises; provided, however, that if Landlord shall be delayed in such substantial completion as a result of: (i) Tenant's failure to agree to plans, specifications, and cost estimates before the dates referred to in the Work Letter attached hereto as Exhibit C and made a part hereof (the "Work Letter"); (ii) Tenant's request for materials, finishes or installations other than Landlord's standard; (iii) Tenant's changes in plans; or (iv) the performance or completion by a party employed by Tenant, the date of substantial completion for purposes of determining the Commencement Date and the payment of rent hereunder shall be accelerated by the number of days of such delay, and provided further that if Landlord cannot substantially complete the Premises as a result of any of events (i) through (iv) above, Landlord may, at its election complete so much of Landlord's work as may be practical under the circumstances and, by written notice to Tenant, establish the Commencement Date as the date of such partial completion, subject to any applicable accelerations due to delays resulting from events (i) through (iv) above. Landlord shall notify Tenant in writing as soon as Landlord deems the Premises to be substantially completed and ready for occupancy as aforesaid. In the event that the Premises have not in fact been substantially completed as aforesaid, Tenant shall notify Landlord in writing of its objections within five (5) days after Tenant received the aforesaid notice from Landlord. Landlord shall have reasonable time after delivery of such notice in which to take such corrective action as Landlord deems necessary and shall notify Tenant in writing as soon as it deems such corrective action, if any, has been completed so that the Premises are substantially completed and ready for occupancy.

(c) Landlord agrees to perform the work required to be performed by Landlord under Exhibit C with diligence, subject to events and delays due to causes beyond its reasonable control. The Premises shall be deemed substantially completed and possession delivered when Landlord has substantially completed the work to be constructed or installed pursuant to the provisions of Exhibit C, subject only to the completion of items on Landlord's punch list (and exclusive of the installation of all telephone and other communications facilities and equipment and other finish work to be performed by parties other than Landlord). In the event of any dispute as to when and whether the work performed or required to be performed by Landlord has been substantially completed, the certificate of an AIA registered architect or a temporary or final certificate of occupancy issued by the local governing authority shall be conclusive evidence of such completion, effective on the date of the delivery of a copy of any such certificate to Tenant.

(d) If substantial completion of the Premises or possession thereof by Tenant is delayed because any tenant or other occupant thereof holds over, and the Landlord is delayed, using good faith efforts in Landlord's discretion, in acquiring possession of the Premises, Landlord shall not be deemed in default, nor in any way liable to Tenant because of such delay, and Tenant agrees to accept possession of the Premises at such time as Landlord is able to tender the same, which date shall thenceforth be deemed the Commencement Date notwithstanding any other provision hereof to the contrary.

(e) The taking of possession by Tenant shall be deemed conclusively to establish that the Building, other improvements, and the Premises have been completed in accordance with the plans and specifications and are in good and satisfactory condition as of when possession was so taken (except for such items as Landlord is permitted to complete at a later date, which items shall be specified by Landlord to Tenant in writing.) Upon the Commencement Date, Tenant shall execute and deliver to Landlord a letter of acceptance of delivery of the Premises, such letter to be on Landlord's standard form therefor.

(f) Notwithstanding anything to the contrary, Landlord shall have the right throughout the term of this Lease to terminate the Lease and Tenant's right to possession of the Premises upon no less than six (6) months prior written notice to Tenant.

4. RENT

(a) Tenant shall pay to Landlord throughout the term of this Lease rent as specified in the Basic Lease Information, payable monthly in advance on or before the first day of each month during the term hereby demised in lawful money of the United States, without demand, deduction or offset whatsoever, to Landlord at the address specified in the Basic Lease

Information or to such other firm or to such other place as Landlord may from time to time designate in writing. Said rental is subject to adjustment as provided in Paragraph 27 hereof. If this Lease commences on a day other than the first day of a calendar month or ends on a day other than the last day of a calendar month, the monthly rental for the fractional month shall be appropriately prorated.

(b) Tenant agrees that if rent or any other payment due hereunder from Tenant to Landlord remains unpaid ten (10) days after said amount is due, the amount of such unpaid rent or other payment shall be increased by a late charge to be paid to Landlord by Tenant in an amount equal to five percent (5%) of the amount of the delinquent rent or other payment. The amount of the late charge to be paid to Landlord by Tenant for any month shall be computed on the aggregate amount of delinquent rents and other payments, including all accrued late charges, then outstanding. Tenant agrees that such amount is a reasonable estimate of the loss and expense to be suffered by Landlord as a result of such late payment by Tenant and may be charged by Landlord to defray such loss and expense. The provisions of this paragraph in no way relieve Tenant of the obligation to pay rent or other payments on or before the date on which they are due, nor do the terms of this paragraph in any way affect Landlord's remedies pursuant to Paragraph 19 of this Lease in the event said rent or other payment is unpaid after the date due.

5. COMPLIANCE WITH LAWS

Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance, or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall not do or permit anything to be done on or about the Premises or bring or keep anything therein which will in any way increase the rate of any insurance upon the Building or any of its contents or cause a cancellation of said insurance or otherwise affect said insurance in any manner, and Tenant shall at its sole cost and expense promptly comply with all laws, statutes, ordinances, and governmental rules, regulations, or requirements now in force or which may hereafter be in force with the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use, or occupancy of the Premises, excluding structural changes not related to or affected by alterations or improvements made by or for Tenant or Tenant's acts. The judgment of any court of competent jurisdiction or the admission of Tenant in an action against Tenant, whether Landlord be a party thereto or not, that Tenant has so violated any such law, statute, ordinance, rule, regulation, or requirement, shall be conclusive evidence of such violation as between Landlord and Tenant.

With regard to the physical structure of the Premises and its compliance with the Americans with Disabilities Act and the implementing regulations (the "ADA"), Tenant in approving the design of the Premises shall be responsible to see that the physical structure of the Premises is in compliance with the applicable requirements of the ADA in effect as of the Commencement Date. In the event the Premises must be modified (including structural or capital improvements work to any improvements installed in the Leased Premises by or on behalf of Tenant) or any other action relating to the Premises must be undertaken in the future to comply with the ADA or any similar federal, state or local statute, law, or ordinance, the responsibility for such modification or action (including the payment of all costs incurred in connection therewith) shall belong to Tenant. If the common areas serving the Building must be modified or any other action relating to such common areas must be undertaken in the future to comply with the ADA or any similar federal, state or local statute, law, or ordinance and if such modification or action is required because of any special or unique use (other than routine office use) or activity in the Premises, the responsibility for such modification or action (including the payment of all costs incurred in connection therewith) shall belong to Tenant. Except as provided in the immediately preceding sentence, in the event the common areas serving the Building must be modified or any other action relating to such common areas must be undertaken in the future to comply with the ADA or any similar federal, state, or local statute, law, or ordinance, the responsibility for such modification or action (including the payment of all costs incurred in connection therewith) shall belong to Landlord, and Tenant acknowledges and agrees that Landlord has and shall have no other obligation or liability whatsoever to Tenant, or to anyone claiming by or through Tenant, regarding any failure of the Premises or the activities therein to comply with the applicable requirements of the ADA. Landlord and Tenant agree, however, that if in order to comply with any of the above requirements, the cost to Landlord shall exceed a sum equal to three (3) months' rent, then Landlord may terminate this Lease by giving written notice of termination to the Tenant, which termination shall become effective thirty (30) days after receipt of such notice, and which notice shall eliminate the necessity of compliance with such requirement by the Landlord, unless the Tenant shall, before termination becomes effective, pay to the Landlord all costs of compliance in excess of three (3) months' rent, or secure payment of said sum in a manner satisfactory to the Landlord.

6. ALTERATIONS

Tenant shall not make or suffer to be made any alterations, additions, or improvements in, on, or to the Premises or any part thereof without the prior consent of Landlord. Any such alterations, additions, or improvements in, on, or to said Premises, except for Tenant's movable furniture and equipment, shall immediately become Landlord's property and, at the end of the term hereof, shall remain on the Premises without compensation to Tenant. In the event Landlord consents to the making of any such alteration, addition, or improvement by Tenant, the same shall be made by Tenant, at Tenant's sole cost and expense, in accordance with all applicable laws, ordinances, and regulations and all requirements of Landlord's and Tenant's insurance policies, and in accordance with plans and specifications approved by Landlord and any contractor or person selected by Tenant to make the same all subcontractors must first be approved in writing by Landlord, or, at Landlord's option, the alteration, addition or improvement shall be made by Landlord for Tenant's account and Tenant shall reimburse Landlord for the cost thereof within twenty (20) days after receipt of a statement. Upon the expiration or sooner termination of the term herein provided, Tenant shall upon demand by Landlord, at Tenant's sole cost and expense forthwith and with all due diligence, remove any or all alterations, additions, or improvements made by or for the account of Tenant and designated by Landlord to be removed, and Tenant shall forthwith and with all due diligence, at its sole cost and expense, repair and restore the Premises to their condition as of the Commencement Date of this Lease.

7. REPAIR

(a) By taking possession of the Premises, Tenant accepts the Premises as being in the condition in which Landlord is obligated to deliver them and otherwise in good order, condition and repair. Tenant shall, at all times during the term hereof at Tenant's sole cost and expense, keep the Premises and every part thereof in good order, condition and repair, excepting ordinary wear and tear, damage thereto by fire, earthquake, Act of God or the elements. Tenant shall upon the expiration or sooner termination of the term hereof, unless Landlord demands otherwise as in Paragraph 6 hereof provided, surrender to Landlord the Premises and all repairs, changes, alterations, additions and improvements thereto in the same condition as when received, or when first installed, ordinary wear and tear, damage by fire, earthquake, Act of God or the elements excepted. It is hereby understood and agreed that Landlord has no obligation to alter, remodel, improve, repair, decorate, or paint the Premises or any part thereof except as specified in Exhibit C, and that no representations respecting the condition of the Premises or the Building have been made by Landlord to Tenant, except as specifically herein set forth.

(b) Tenant shall repair all damage to the Building including common areas, restrooms, hallways, elevators, or any other area, fixture, or equipment of the Building caused by Tenant's installation or removal of its property or resulting from any act or conduct of Tenant, its employees, contractors, agents, licensees or invitees.

(c) All maintenance or repairs made by Tenant shall be made in accordance with all applicable laws, ordinances and regulations, and all requirements of Landlord's and Tenant's insurance policies and any contractor or person selected by Tenant to make the same, and all subcontractors must first be approved in writing by Landlord. Or, at Landlord's option, the maintenance or repair shall be made by Landlord for Tenant's account shall reimburse Landlord for the cost thereof within twenty (20) days after receipt of a statement. In any event all repairs shall be equal in quality and workmanship to the original work.

8. LIENS

Tenant shall keep the Premises free from any liens arising out of any work performed, material furnished, or obligations incurred by Tenant. In the event that Tenant shall not, within ten (10) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a proper bond, Landlord shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by Landlord and all expenses incurred by it in connection therewith shall be considered additional rent and shall be payable to it by Tenant on demand and with interest at the rate four percent (4%) higher than the prime commercial lending rate from time to time of Wachovia Bank, N.A.; provided, however, that if such rate exceeds the maximum rate permitted by law, the maximum lawful rate shall apply; the interest rate so determined is hereinafter called the "Agreed Interest Rate." Landlord shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law, or which Landlord shall deem proper, for the protection of Landlord, the Premises, the Building, and any other party having an interest therein, from mechanics' and materialmen's liens, and Tenant shall give to Landlord at lease five (5) business days prior written notice of commencement of any construction on the Premises.

9. ASSIGNMENT AND SUBLETTING

(a) Tenant shall not sell, assign, encumber or otherwise transfer by operation of law or otherwise this Lease or any interest herein, sublet the Premises or any portion thereof, or suffer any other person to occupy or use the Premises or any portion thereof, without the prior written consent of Landlord as provided herein, nor shall Tenant permit any lien to be placed on the Tenant's interest by operation of law. Tenant shall, by written notice, advise Landlord of its desire from and after a stated date (which shall not be less than thirty (30) days nor more than ninety (90) days after the date of Tenant's notice) to sublet the Premises or any portion for any part of the term hereof; and in such event Landlord shall have the right, to be exercised by giving written notice to Tenant within fifteen (15) business days after receipt of Tenant's notice, to terminate this Lease as to the portion of the Premises described in Tenant's notice and such notice shall, if given, terminate this Lease with respect to the portion of the Premises therein described as of the date stated in Tenant's notice. Said notice by Tenant shall state the name and address of the proposed subtenant, and Tenant shall deliver to Landlord a true and complete copy of the proposed sublease with said notice. If said notice shall specify all of the Premises and Landlord shall give said termination notice with respect thereto, this Lease shall terminate on the date stated in Tenant's notice. If, however, this Lease shall terminate pursuant to Paragraph 27, shall be adjusted on a pro rata basis to the number of square feet retained by Tenant, and this Lease as so amended shall continue thereafter in full force and effect. If Landlord, upon receiving said notice by Tenant with respect to any of the Premises, shall not exercise its right to terminate, Landlord will not unreasonably withhold its consent to Tenant's subletting the Premises specified in said notice. Tenant shall, at Tenant's own cost and expense, discharge in full any outstanding commission obligation on the part of Landlord with respect to this Lease, and any commissions which may be due and owing as a result of any proposed assignment or subletting, whether or not the Lease is terminated pursuant hereto and rented by Landlord to the proposed subtenant or any other tenant. Tenant shall pay to Landlord immediately upon receipt all rent or other consideration received by Tenant from any such assignee or subtenant, either initially or over the term of the assignment or sublease which is in excess of the rental obligation required under the terms of this Lease for the Premises or portion thereof for which consent is granted.

(b) Any subletting hereunder by Tenant shall not result in Tenant being released or discharged from any liability under this Lease. As a condition to Landlord's prior written consent as provided for in this Paragraph 9, the subtenant or subtenants shall agree in writing to comply with and be bound by all of the terms, covenants, conditions, provisions and agreements of this Lease, and Tenant shall deliver to Landlord promptly after execution, an executed copy of each sublease and an agreement of said compliance by each subtenant. If an event of default, as hereinafter defined, should occur while the Premises or any part thereof are then sublet, Landlord, in addition to any other remedies herein provided or provided by law, may at its option collect directly from the subtenant all rents and other sums becoming due to Tenant under the sublease and apply the rent against any sums due to Landlord by Tenant hereunder, and Tenant hereby authorizes and directs any such subtenant to make payments of rent directly to Landlord upon receipt of notice from Landlord. No direct collection by Landlord from any subtenant will be construed to constitute a novation or a release of Tenant from the further performance of its obligations hereunder. Receipt by Landlord of rent from any assignee, subtenant or occupant of the Premises will not be deemed a waiver of the covenants contained in this Lease or a release of Tenant under the Lease. The receipt by Landlord from any subtenant obligated to make payments of rent will be a full and complete release, discharge and acquittance to the subtenant of its obligations to Tenant to the extent of any such amount of rent so paid to Landlord. Landlord is authorized and empowered, on behalf of Tenant, to endorse the name of Tenant upon any check, draft or other instrument payable to Tenant with respect to the Premises and evidencing payment of rent, or any part thereof, and to receive and apply the proceeds therefrom in accordance with the terms hereof.

(c) Landlord's consent to any sale, assignment, encumbrance, subletting, occupation, lien or other transfer shall not release Tenant from any of Tenant's obligations hereunder or be deemed to be consent to any subsequent occurrence. Any sale, assignment, encumbrance, subletting, occupation, lien or other transfer of this Lease which does not comply with the provisions of this Paragraph 9 shall be void.

(d) Any transfer of this Lease by merger, consolidation, or liquidation or any change in ownership of or power to vote the majority of outstanding voting stock of Tenant or, if Tenant is a partnership, any withdrawal, replacement or substitution of any partner or partners, either general or limited, shall constitute an assignment, whether the result of a single or series of transactions, and shall be subject to Landlord's approval under Paragraph 9 (a).

10. INSURANCE AND INDEMNIFICATION

(a) Landlord shall not be liable to Tenant and Tenant hereby waives all claims against Landlord and any of its partners or members for any injury or damage to any person or property in or about the Premises by or from any cause whatsoever, excepting Landlord's gross negligence or willful acts, and, without limiting the generality of the foregoing, whether caused by water leakage of any character from the roof, walls, basement, or other portion of the Premises or the Building, or caused by gas, fire, Acts of God, discharge of sprinklers, excessive heat or cold, sewage, odors, noise, bursting or leakage of pipes or plumbing fixtures, riot, strike, court order, governmental body or authority, other tenants, or explosion of the Building or the complex of which it may be a part or any part thereof. Tenant will hold Landlord harmless from damages due to the interruption of Tenant's business caused by any damage whatsoever.

(b) Tenant shall hold Landlord harmless from and defend Landlord against any and all claims or liability from any injury or damage to any person or property whatsoever: (i) occurring in, on, or about the Premises or any part thereof, (ii) occurring in, on, or about any facilities (including without limitations, elevators, stairways, passageways or hallways), the use of which Tenant may have in conjunction with other tenants of the Building, when such injury or damage shall be caused in part or in whole by the act, neglect, fault of, or omission of any duty with respect to the same by Tenant, its agents, servants, employees, or any other person entering the Premises with express or implied invitation of Tenant. Tenant further agrees to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person, firm, or corporation, arising from the conduct or management of any work or thing whatsoever done by the Tenant in or about the Premises, and will further indemnify and save the Landlord harmless against and from any and all claims arising from any breach or default on the part of the Tenant in the performance of any covenant or agreement on the part of the Tenant to be performed pursuant to the terms of this Lease, or arising from any act or negligence of the Tenant, or any of its agents, contractors, servants, employees or licensees, and from and against all costs, counsel fees, expenses and liabilities incurred in connection with any such claim or action or proceeding brought thereon. All property in the Building or Premises belonging to Tenant, its agents, employees or invitees, shall be there at the risk of Tenant. Tenant agrees to indemnify and save harmless Landlord against claims for damage to, theft, misappropriation, or loss of said property. Furthermore, in case any action or proceeding be brought against Landlord by reason of any claims or liability, Tenant agrees to defend such action or proceeding at Tenant's sole expense by counsel reasonably satisfactory to Landlord. The provisions of this Paragraph 10 shall survive the expiration or termination of this Lease with respect to any claims or liability occurring prior to such expiration or termination.

(c) Tenant agrees to purchase at its own expense and to keep in force during the term of this Lease a policy or policies of worker's compensation and comprehensive general liability insurance, including personal injury and property damage, with contractual liability endorsement, in the amount of Two Million Dollars (\$2,000,000.00) in combined single limit coverage for personal injury or property damage occurring in or about the Premises and a policy or policies of contents' insurance to protect Tenant's personal property, and all improvements and alterations provided by Landlord or Tenant for Tenant, and any other fixtures or equipment controlled or in use by Tenant within the Premises, in the amount of the replacement cost of said property, such amount being subject to Landlord's approval. Said policies shall: (i) name Landlord as an additional named insured and insure Landlord's contingent liability under this Lease (except for the worker's compensation policy, which shall instead include a waiver of subrogation endorsement in favor of Landlord), (ii) be issued by an insurance company which is acceptable to Landlord and licensed to do business in the State of North Carolina, and (iii) provide that said insurance shall not be cancelled unless thirty (30) days prior written notice shall have been given to Landlord. Said policy or policies or certificates thereof shall be delivered to Landlord by Tenant upon commencement of the term of the Lease and upon each renewal of said insurance. The purchase of such insurance shall not release Tenant of any legal obligations contained within this Lease.

11. WAIVER OF SUBROGATION

Each of Landlord and Tenant hereby releases the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any other perils insured in policies of insurance covering such property, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, including any other tenants or occupants of the remainder of the Building; provided, however, that this release shall be applicable and in force and effect only to the extent that such release shall be lawful at that time and in any event only with respect to loss or damage occurring during such times as the releasor's policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder and then only to the extent of the insurance proceeds payable under such policies. Each of Landlord and Tenant agrees that it will require its insurance carriers to include in its policies such a clause or endorsement. Failure to obtain such an endorsement shall not release the waiver contained in this Lease.

12. SERVICES AND UTILITIES

(a) Landlord shall maintain the public and common areas of the Building, including lobbies, stairs, elevators, corridors and restrooms, the windows in the Building, the mechanical, plumbing and electrical equipment serving the Building, and the structure itself, in reasonably good order and condition except for damage occasioned by the act of Tenant, which damage shall be repaired by Landlord at Tenant's expense.

(b) Provided the Tenant shall not be in default hereunder and subject to the provisions elsewhere herein contained, including the Rules and Regulations of the Building, Landlord agrees to furnish to the Premises during ordinary business hours:

- (1) heating and air conditioning required in Landlord's judgment for the comfortable use and occupancy of the Premises;
- (2) elevator service to Tenant's floor, which shall mean service either by nonattended automatic elevators or elevators with attendants, or both, at the option of the Landlord;
- (3) water to the common area restrooms on the first floor and any restroom which may presently exist in the Premises, and to drinking fountains;
- (4) electric current in reasonably sufficient amounts for normal business use, including operation of building standard lighting and general office machines of a type which require no more than a 110 volt duplex outlet; and
- (5) janitorial services during the times and in a manner that such services are in Landlord's judgement customarily furnished in comparable office buildings in the immediate market area.

(c) Provided the Tenant shall not be in default hereunder and subject to the provisions elsewhere herein contained, including the Rules and Regulations of the Building, Landlord agrees that with respect to the Premises, and only during normal business hours or, at Landlord's option, after normal business hours, it will maintain and adjust at its expense:

- (1) All building standard fluorescent lighting. All incandescent and nonstandard fluorescent lights shall be maintained at Tenant's expense;
- (2) All temperature control devices and air diffusers; and
- (3) All Tenant entry door hardware including locks, hinges, and closers.

(d) For the purpose of this Lease, normal business hours shall be from 8:00 A.M. to 6:00 P.M. Monday through Friday, excluding holidays established by Landlord.

(e) Landlord may, at its option, provide additional or after hours heating or air conditioning at Tenant's request upon reasonable notice, and Tenant shall pay the building standard charge for such services as determined from time to time by Landlord. The obligation hereunder to make such additional utilities available will be subject to the rules and regulations of any municipal or any other governmental authority regulating the business of providing such utility service. Tenant agrees to keep closed all window coverings, if any, when necessary because of the sun's position, and Tenant also agrees at all times to cooperate fully with Landlord and to abide by all regulations and requirements which Landlord may prescribe for the proper functioning and protection of said heating, ventilating, and air conditioning system. Tenant will not without the written consent of Landlord use any heat generating equipment, machines, or excess lighting in the Premises which affects the amount of energy

required to maintain the temperature otherwise maintained by the heating, ventilating, and air conditioning system. In the event of such consent, Landlord reserves the right to install supplementary air conditioning equipment and the cost thereof, including the ongoing cost of additional electricity, chilled water (if available), and/or domestic water consumed as a result of the use of such equipment, shall be paid by Tenant to Landlord upon demand. The type, size, and location of such supplemental air conditioning equipment shall be determined or approved by Landlord.

(f) Tenant will not, without written consent of Landlord, use within the Premises or Building any device or machine, in any number or combination thereof or for any number of hours, which will in any way increase the amount of electricity or water normally furnished for use of the Premises as general office space as defined in Paragraph 12(b)(4). If Tenant in Landlord's judgment shall require such additional water or electrical current, Tenant shall first procure the consent of Landlord, which Landlord may refuse, and Landlord may cause a special meter to be installed so as to measure such additional domestic water, chilled water (if available), or electrical current. The cost of any such meters and of installation, maintenance, and repair thereof shall be paid for by Tenant, and Tenant agrees to pay Landlord or the utility company, as the case may be, on demand, for the ongoing cost of consumption of such additional water or electricity. In the event that Landlord is responsible for reading the meter and invoicing the Tenant, Landlord shall be entitled to charge the Tenant the reasonable additional expenses for so doing.

(g) Landlord shall not be in default hereunder or be liable for any damage directly or indirectly resulting from, nor shall the rental herein reserved be abated by reason of, the (i) installation, use or interruption of use of any equipment in connection with the furnishing of any of the foregoing services or utilities, or (ii) failure to furnish or delay in furnishing any such services or utilities when such failure is caused by Acts of God or the elements, strikes, governmental orders, accidents, or other conditions beyond the reasonable control of the Landlord or by the making of repairs or improvements to the Premises or to the Building.

(h) It shall be Tenant's responsibility and expense to install, move, maintain, adjust, and repair its property and fixtures, including but not limited to, its: signage, pictures, bulletin boards, plaques, furniture, filing cabinets, computer cables, computer equipment, business machines, draperies, blinds, kitchen appliances, special water heaters, kitchen cabinets, private restroom fixtures, special air conditioning or power conditioning equipment, locks for furniture and filing cabinets, paging systems, modular furniture components (including task lighting, flat wiring, and power distribution cables), combination locks, specialty electrical devices, exhaust fans, fire extinguishers, carpet squares, and/or other furniture, fixtures, or equipment installed by Tenant, or which were supplied, specified or requested by Tenant and installed by Landlord.

(i) Any sums payable under this Paragraph shall be considered additional rent, and Landlord shall have the same remedies for a default in payment of such sums as for a default in the payment of rent.

(j) Tenant shall not provide any janitorial services to the Premises without Landlord's written consent and then only subject to the terms and conditions of Landlord.

13. ESTOPPEL CERTIFICATE

Within ten (10) days following any written request which Landlord may make from time to time, Tenant shall execute and deliver to Landlord a certificate substantially in the form attached hereto as Exhibit "D" and made a part hereof, indicating thereon any exceptions thereto which may exist at that time. Failure of the Tenant to execute and deliver such certificate shall constitute an acceptance of the Premises and acknowledgement by Tenant that the statements included in Exhibit "D" are true and correct without exception. Landlord and Tenant intend that any statement delivered pursuant to this paragraph may be relied upon by any mortgagee, beneficiary, purchaser, or prospective purchaser of the Building or any interest therein.

14. HOLDING OVER

Tenant will, at the termination of this Lease by lapse of time or otherwise, yield up immediate possession to Landlord. If Tenant retains possession of the Premises or any part thereof after such termination or if any of Tenant's property remains which Landlord has previously requested be removed, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes any one of (i) renewal of the Lease for one year, and from year to year thereafter, or (ii) creation of a month to month tenancy, upon the terms and conditions set forth in this Lease, or (iii) creation of a tenancy at sufferance, in any case upon the terms and conditions set forth in this Lease; provided, however, that the monthly rental [or daily rental under (iii)] shall, in addition to all other sums which are to be paid by Tenant hereunder, whether or not as additional rent, be equal to one hundred fifty percent (150%) of the rental being paid monthly to Landlord under this Lease immediately prior to such termination [prorated in the case of (iii) on the basis of a 365 day year for each day Tenant remains in possession]. If no such notice is served, then a tenancy at sufferance shall be deemed to be created at the rent in the preceding sentence. Tenant shall also pay to Landlord all damages sustained by Landlord resulting from retention of possession by Tenant, including the loss of any proposed subsequent tenant for any portion of the Premises. The provisions of this paragraph shall not constitute a waiver by Landlord of any right of entry as herein set forth; nor shall receipt of any rent or any other act in apparent affirmation of the tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the terms, covenants, or obligations herein on Tenant's part to be performed.

15. SUBORDINATION

Without the necessity of any additional document being executed by Tenant for the purpose of effecting a subordination, this Lease shall be subject and subordinate at all times to: (a) all ground leases or underlying leases which may now exist or hereafter be executed affecting the Building, the Property, or any part thereof, and (b) the lien of any first mortgage or deed of trust which may now exist or hereafter be executed in any amount for which said Building, land, ground leases or underlying leases, or Landlord's interest or estate in any of said items is specified as security together with all renewals, modifications, consolidations, participations, replacements, and extensions of any such first mortgage or deed of trust. Notwithstanding the foregoing, Landlord or the holder of any first mortgage or deed of trust on the Building or the Property or any part thereof shall have the right to subordinate or cause to be subordinated in whole or in part any such ground leases or underlying leases or any such hens to this Lease (but not in respect to priority of entitlement of insurance or condemnation proceeds). In the event that any ground lease or underlying lease terminates for any reason or any first mortgage or deed of trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Tenant shall, notwithstanding any subordination, attorn to and become the Tenant of the successor in interest to Landlord at the option of such successor in interest. Tenant covenants and agrees to execute and deliver, upon demand by Landlord or the holder of any first mortgage or deed of trust on the Building or the Property or any part thereof and in the form requested by Landlord or the holder of any first mortgage or deed of trust on the Building or the Property or any part thereof any additional documents evidencing the priority of subordination of this Lease with respect to any such ground leases or underlying leases or the lien of any such mortgage or deed of trust. Tenant hereby irrevocably appoints Landlord as attorney-in-fact of Tenant to execute, deliver and record any such documents in the name and on behalf of Tenant.

16. RULES AND REGULATIONS

Tenant shall faithfully observe and comply with the Rules and Regulations annexed to this Lease as Exhibit E and all reasonable modifications thereof and additions thereto from time to time put into effect by Landlord. Landlord shall not be responsible for the nonperformance by any other tenant or occupant of the Building of any said Rules and Regulations.

17. ENTRY BY LANDLORD

Landlord reserves and shall at all times have the right to enter the Premises to inspect the same to determine if Tenant is complying with all terms and provisions of this Lease, to perform Tenant's obligations under this Lease in accordance with Paragraph 23 hereof, to supply janitorial service and any other service to be provided by Landlord to Tenant hereunder, to show said Premises to Prospective purchasers, mortgagees or tenants, to post notices of nonresponsibility, and to alter, improve, or repair the Premises and any portion of the Building of which the Premises are a part or to which access is conveniently made through the Premises, without abatement of rent, and may for that purpose erect, use, and maintain scaffolding, pipes, conduits, and other necessary structures in and through the Premises where reasonably required by the character of the work to be performed, provided that entrance to the Premises shall not be blocked thereby, and further provided that the business of Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises and any other loss occasioned thereby. For each of the aforesaid purposes Tenant agrees that its doors shall be keyed to Landlord's building standard master keying system and that Landlord shall at all times have and retain master or pass keys with which to unlock all of the doors in, upon, and about the Premises, excluding Tenant's vaults and safes, or special security areas (designated in advance), and Landlord shall have the right to use any and all means which Landlord may deem necessary or proper to open said doors in an emergency, in order to obtain entry to any portion of the Premises, and any entry to the Premises, or portions thereof obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction, actual or constructive, of Tenant from the Premises or any portions thereof. Landlord shall also have the right at any time, without the same constituting an actual or constructive eviction and without incurring any liability to Tenant therefor, to change the arrangement and/or location of entrances or passageways, doors and doorways, and corridors, elevators, stairs, toilets, or other public parts of the Building.

18. INSOLVENCY OR BANKRUPTCY

The appointment of a receiver to take possession of all or substantially all of the assets of Tenant, or an assignment of Tenant for the benefit of creditors, or any action taken or suffered by Tenant under any insolvency, bankruptcy, or reorganization act, shall at Landlord's option constitute a breach of this Lease by Tenant. Upon the happening of any such event or at any time thereafter, this lease shall terminate five (5) days after written notice of termination from Landlord to Tenant. In no event shall this Lease be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency, or reorganization proceedings.

19. DEFAULT

(a) The following events shall be deemed to be events of default by Tenant under this Lease:

- (1) Tenant shall fail to pay when or before due any sum of money becoming due to be paid to Landlord hereunder, whether such sum be any installment of the rent herein reserved, any other amount treated as additional rent hereunder, or any other payment or reimbursement to Landlord required herein, whether or not treated as additional rent hereunder, and such failure shall continue for a period of five (5) days from the date such payment was due; or
- (2) Tenant shall fail to comply with any term, provision or covenant of this Lease other than by failing to pay when or before due any sum of money becoming due to Landlord hereunder, and shall not cure such failure within twenty (20) days (forthwith, if the default involves a hazardous condition) after written notice thereof to Tenant; or
- (3) Tenant shall abandon or vacate any substantial portion of the Premises; or
- (4) Tenant shall fail to vacate the Premises immediately upon termination of this Lease, by lapse of time or otherwise, or up termination of Tenant's right to possession only; or
- (5) The leasehold interest of Tenant shall be levied upon under execution or be attached by process of law or Tenant shall fail to contest diligently the validity of any lien or claimed lien and give sufficient security to Landlord to insure payment thereof or shall fail to satisfy any judgment rendered thereon and have the same released, and such default shall continue for ten (10) days after written notice thereof to Tenant; or
- (6) Tenant shall fail to perform any of its obligations under any agreement with Landlord; or
- (7) Default by any guarantor of this Lease of the terms of its guaranty, or the bankruptcy or insolvency of any guarantor.
- (b) Upon the occurrence of any such events of default described in this Paragraph or elsewhere in this Lease, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:
 - (1) Landlord may, at its election, terminate this Lease or terminate Tenant's right to possession only, without terminating the Lease;
 - (2) Upon any termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Tenant's right to possession without termination of the Lease, Tenant shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Landlord, and Tenant hereby grants to Landlord full and free license to enter into and upon the Premises in such event with or without process of law and to repossess the Premises and to expel or remove Tenant and any others who may be occupying or within the Premises and to remove any and all property therefrom, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without incurring any liability for any damage resulting therefrom, Tenant hereby waiving any right to claim damage for such re-entry and expulsion, and without relinquishing Landlord's right to rent or any other right given to Landlord hereunder or by operation of law;
 - (3) Upon termination of this Lease, whether by lapse of time or otherwise, Landlord shall be entitled to recover as damages, all rent, including any amounts treated as additional rent hereunder, and other sums due and payable by Tenant on the date of termination, plus the sum of: (1) an amount equal to the then present value of the entire amount of the rent calculated using a discount rate equal to the average discount rate for auctioned 3-month Treasury Bills as of the date of termination of this Lease, including any amounts treated as additional rent hereunder, and other sums provided herein to be paid by Tenant for the residue of the stated term hereof, less the fair rental value of the Premises for such residue (taking into account the time and

expense necessary to obtain a replacement tenant or tenants, including expenses hereinafter described in Paragraph 19(b)(4) relating to recovery of the Premises, preparation for reletting and for reletting itself), and (ii) the cost of performing any other covenants which would have otherwise been performed by Tenant.

(4) (i) Upon any termination of Tenant's right to possession only without termination of the Lease, Landlord may, at Landlord's option, enter into the Premises, remove Tenant's signs and other evidences of tenancy, and take and hold possession thereof as provided in Paragraph 19(b)(2) above, without such entry and possession terminating the Lease or releasing Tenant, in whole or in part, from any obligation, including Tenant's obligation to pay the rent, including any amounts treated as additional rent, hereunder for the full term. In any such case, Tenant shall pay forthwith to Landlord, if Landlord so elects, a sum equal to the entire amount of the rent, including any amounts treated as additional rent hereunder, for the residue of the stated term hereof plus any other sums provided herein to be paid by Tenant for the remainder of the term of this Lease;

(ii) Landlord may, but need not, relet the Premises or any part thereof for such rent and upon such terms as Landlord in its sole discretion shall determine (including the right to relet the Premises for a greater or lesser term than that remaining under this Lease, the right to relet the Premises as a part of a larger area, and the right to change the character or use made of the Premises) and Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant about such reletting. In any such cases, Landlord may make repairs, alterations and additions in or to the Premises, and redecorate the same to the extent Landlord deems necessary or desirable, and Tenant shall, upon demand, pay the cost thereof, together with Landlord's expenses of reletting including, without limitation, any broker's commission incurred by Landlord. If the consideration collected by Landlord upon any such reletting plus any sums previously collected from Tenant are not sufficient to pay the full amount of all rent, including any amounts treated as additional rent hereunder and other sums reserved in this Lease for the remaining term hereof, together with the costs of any repairs, alterations, additions, redecorating, and Landlord's expenses of reletting and the collection of the rent accruing therefrom (including attorney's fees and broker's commissions,) Tenant shall pay to Landlord the amount of such deficiency upon demand and Tenant agrees that Landlord may file suit to recover any sums failing due under this section from time to time;

(5) Landlord may, at Landlord's option, enter into and upon the Premises, with or without process of law, if Landlord determines in its sole discretion that Tenant is not acting within a commercially reasonable time to maintain, repair or replace anything for which Tenant is responsible hereunder and correct the same, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without incurring any liability for any damage resulting therefrom and Tenant agrees to reimburse Landlord, on demand, as additional rent, for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease;

(6) Any and all property which may be removed from the Premises by Landlord pursuant to the authority of the Lease or by law, to which Tenant is or may be entitled, may be handled, removed and stored, as the case may be, by or at the direction of Landlord at the risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. Any such property of Tenant not retaken by Tenant from storage within thirty (30) days after removal from the Premises shall, at Landlord's option, be deemed conveyed by Tenant to Landlord under this Lease as by a bill of sale without further payment or credit by Landlord to Tenant.

(c) 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 (all such remedies being cumulative) nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by Landlord or its agents during the term hereby granted shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises, and no agreement this Lease or accept a surrender of the Premises shall be valid unless in writing signed by Landlord. Landlord's acceptance of the payment of rental or other payments hereunder after the occurrence of an event of default shall not be construed as a waiver of such default, unless Landlord so notifies Tenant in writing. Forbearance by Landlord in enforcing one or more of the remedies herein provided upon an event of default shall not be deemed or constitute a waiver of such default or of Landlord's right to enforce any such remedies with respect to such default or any subsequent default. If, on account of any breach or default by Tenant in Tenant's obligations under the terms and conditions of this Lease, it shall become necessary or appropriate for Landlord to employ or consult with an attorney concerning or to enforce or defend any of Landlord's rights or remedies hereunder, Tenant agrees to pay reasonable attorney's fees and expenses so incurred.

(d) Without limiting the foregoing, Tenant hereby appoints and designates the Premises as a proper place for service of process upon Tenant, and agrees that service of process upon any person apparently employed by Tenant upon the Premises or leaving process in a conspicuous place within the Premises shall constitute personal service of such process upon Tenant to the extent permitted by applicable law, (provided, however, Landlord does not hereby waive the right to serve Tenant with process by any other lawful means), and further expressly waives any right to trial by jury.

20. DAMAGE BY FIRE OR OTHER CASUALTY.

(a) If the Building, improvements, or Premises are rendered partially or wholly untenable by fire or other casualty, and if such damage cannot, in Landlord's reasonable estimation, be materially restored within one hundred twenty (120) days of such damage, then Landlord may, at its sole option, terminate this Lease as of the date of such fire or casualty. Landlord shall exercise its option provided herein by written notice to Tenant within sixty (60) days of such fire or other casualty. For purposes hereof, the Building, improvements, or Premises shall be deemed "materially restored" if they are in such condition as would not prevent or materially interfere with Tenant's use of the Premises for the purpose for which it was then being used.

(b) If this Lease is not terminated pursuant to Paragraph 20(a), then Landlord shall proceed with all due diligence to repair and restore the Building, at Landlord's cost, or the improvements or Premises at Tenant's cost, as the case may be (except that Landlord may elect not to rebuild if such damage occurs during the last year of the term exclusive of any option which is unexercised at the date of such damage.)

(c) If this Lease shall be terminated pursuant to this Paragraph 20(a), the term of this Lease shall end on the date of such damage as if that date had been originally fixed in this Lease for the expiration of the term hereof. If this Lease shall not be terminated by Landlord pursuant to this Paragraph 20(a) and in the event that Landlord should fail to complete such repairs and material restoration within one hundred fifty (150) days after the date of such damage, Tenant may at its option and as its sole remedy terminate this Lease by delivering written notice to Landlord, whereupon the Lease shall end on the date of such notice as if the date of such notice were the date originally fixed in this Lease for the expiration of the term hereof; provided, however, that if construction is delayed because of changes, deletions, or additions in construction requested by Tenant, strikes, lockouts,

casualties, Acts of God, war, material or labor shortages, governmental regulation or control or other causes beyond the reasonable control of Landlord, the period for restoration, repair or rebuilding shall be extended for the amount of time Landlord is so delayed.

(d) Tenant agrees that during any period of restoration or repair of the Premises, Tenant shall continue the operation of Tenant's business within the Premises to the extent practicable. During the period from the date of the damage until the date that the untenable portion of the Premises is materially restored, the rent shall be reduced to the extent of the proportion of the Premises which is untenable; however, there shall be no abatement of other sums to be paid by Tenant to Landlord as required by this Lease.

(e) In no event shall Landlord be required to rebuild, repair or replace any part of the partitions, fixtures, additions and other improvements which may have been placed in or about the Premises by Tenant after the Commencement Date; however, Landlord has the right but not the obligation to rebuild, repair or replace at Tenant's expense so much of the partitions, fixtures, additions and other improvements as may be necessary to ensure that the Premises are materially restored. Any insurance which may be carried by Landlord or Tenant against loss or damage to the Building or Premises shall be for the sole benefit of the party carrying such insurance and under its sole control except that Landlord's insurance may be subject to control by (i) the holder or holders of any indebtedness secured by a mortgage or deed of trust covering any interest of Landlord in the Premises, the Building, or the Property, and/or (ii) any ground lessor of all or part of the Property.

(f) Notwithstanding anything herein to the contrary, in the event the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises, Building or Property or a ground lessor of all or part of the Property requests that any insurance proceeds be paid to it, then Landlord shall have the right to terminate the Lease by delivering written notice of termination to Tenant within fifteen (15) days after such requirement is made by any such person, whereupon the Lease shall end on the date of such damage as if the date of such damage were the date originally fixed in this Lease for the expiration of the term.

(g) In the event of any damage or destruction to the Building or the Premises by any peril covered by the provisions of this Paragraph 20, Tenant shall, upon notice from Landlord, remove forthwith, at its sole cost and expense, all or such portion of the property belonging to the Tenant or its licensees from all of the Building or the Premises, or such portion, as Landlord shall request, and Tenant hereby indemnifies and holds Landlord harmless from any loss, liability, costs, and expenses, including reasonable attorney's fees, arising out of any claim or damage or injury as a result of any alleged failure to secure the Premises properly prior to such removal.

21. CONDEMNATION

(a) If any substantial part of the Building, improvements, or Premises should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof and the taking would prevent or materially interfere with Tenant's then existing permitted use of the Premises, this Lease shall terminate effective when the physical taking shall occur in the same manner as if the date of such taking were the date originally fixed in this Lease for the expiration of the term hereof.

(b) If part of the Building, improvements, or 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 private purchase in lieu thereof, and this Lease is not terminated as provided in Paragraph 21 (a), this Lease shall not terminate but the rent payable hereunder during the unexpired portion of this Lease shall be reduced to such extent, if any, as may be fair and reasonable under all of the circumstances, and Landlord shall undertake to restore the Building, improvements, and Premises to a condition suitable for Tenant's use, as near to the condition thereof prior to such taking as is reasonably feasible under all circumstances.

(c) Tenant shall not share in any condemnation award or payment in lieu or in any award for damages resulting from any grade change of adjacent streets, the same being hereby assigned to Landlord by Tenant; provided, however, that Tenant may separately claim and receive from the condemning authority, if legally payable, compensation for Tenant's removal and relocation costs and for Tenant's loss of business and/or business interruption, except that no such claim shall diminish or otherwise adversely affect Landlord's award or the awards of any and all ground and underlying lessors and mortgagees (including deed of trust beneficiaries).

(d) Notwithstanding anything to the contrary contained in this Paragraph 21, if the temporary use or occupancy of any part of the Premises shall be taken or appropriated under power of eminent domain during the term of this Lease, this Lease shall be and remain unaffected by such taking or appropriation, and Tenant shall continue to pay in full all rent payable hereunder by Tenant during the term of this Lease; in the event of any such temporary appropriation or taking, Tenant shall be entitled to receive that portion of any award which represents compensation for the use or occupancy of the Premises during the term of this Lease, and Landlord shall be entitled to receive that portion of any award which represents the cost of restoration of the Premises and the use and occupancy of the Premises after the end of the term of this Lease.

22. SALE BY LANDLORD

The covenants and obligations of Landlord hereunder shall be binding upon the Landlord named herein and its successors and assigns, only with respect to their respective periods of time as Landlord hereunder. In the event of a sale or conveyance by Landlord of the Building, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions, express or implied, herein contained in favor of Tenant, and in such event Tenant agrees to look solely to the successor in interest of Landlord in and to this Lease. Tenant agrees to attorn to the purchaser or assignee in any such sale.

23. RIGHT OF LANDLORD TO PERFORM

All covenants and agreements to be performed by the Tenant under any of the terms of this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any abatement of rent. If the Tenant shall fail to pay any sum of money, other than rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, and such failure shall continue for ten (10) days after notice thereof by the Landlord, the Landlord may, but shall not be obligated so to do, and without waiving or releasing the Tenant from any obligations of the Tenant, make any such payment or perform any such act on the Tenant's part to be made or performed as in this Lease provided. All sums so paid by the Landlord and all necessary incidental costs, together with interest thereon at the Agreed Interest Rate as defined in Paragraph 8 hereof from the date of such payments by the Landlord shall be payable as additional rent to the Landlord on demand, and the Tenant covenants to pay any such sums, and the Landlord shall have, in addition to any other right or remedy of the Landlord, the same rights and remedies in the event of nonpayment thereof by the Tenant as in the case of default by the Tenant in the payment of the rent.

24. SURRENDER OF PREMISES

(a) Tenant shall, at least one hundred eighty (180) days before the last day of the term hereof, give to Landlord a written notice of intention to surrender the Premises on that date, but nothing contained herein or in the failure of Tenant to give such notice shall be construed as an extension of the term hereof or as consent of Landlord to any holding over by Tenant.

(b) At the end of the term or any renewal thereof or other sooner termination of this Lease, the Tenant will peaceably deliver up to the Landlord possession of the Premises, together with all improvements or additions upon or belonging to the same, by whomsoever made, in the same condition as received, or first installed, reasonable wear and tear, damage by fire, earthquake, Act of God, or the elements alone excepted. Tenant may, upon the termination of this Lease, remove all movable furniture and equipment belonging to Tenant, at Tenant's sole cost, repairing any damage caused by such removal. Property not so removed shall be deemed abandoned by the Tenant, and title to the same shall thereupon pass to Landlord. Upon request by Landlord, unless otherwise agreed to in writing by Landlord, Tenant shall remove, at Tenant's sole cost, any or all permanent improvements or additions to the Premises installed by or at the expense of Tenant and all movable furniture and equipment belonging to Tenant which may be left by Tenant and repair any damage resulting from such removal.

(c) The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of the Landlord, either terminate all or any existing subleases or subtenancies, or operate as an assignment to Landlord of any or all such subleases or subtenancies.

25. WAIVER

If either Landlord or Tenant waives the performance of any term, covenant or condition contained in this Lease, such waiver shall not be deemed to be a waiver of any subsequent break or nonperformance of the same or any other term, covenant or condition contained herein. Furthermore, the acceptance of rent by Landlord shall not constitute a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, regardless of Landlord's knowledge of such preceding breach at the time Landlord accepted such rent. Failure by Landlord to enforce any of the terms, covenants or conditions of this Lease for any length of time shall not be deemed to waive or to decrease the right of Landlord to insist thereafter upon strict performance by Tenant. Waiver by Landlord of any term, covenant or condition contained in this Lease may only be made by a written document signed by Landlord.

26. NOTICES

All notices and demands which may or are required to be given by either party to the other hereunder shall be in writing and shall be deemed given when delivered or mailed as required below. All notices and demands by the Landlord to the Tenant shall be either delivered to the Premises or sent by a commercial interstate courier service offering proof of delivery or by United States Certified or Registered mail, postage and fees prepaid, addressed to the Tenant at the Premises, or to such other place as the Tenant may from time to time designate in a notice to the Landlord. All notices and demands by the Tenant to the Landlord shall be sent by United States Certified or Registered mail, postage prepaid, addressed to the Landlord at each of the addresses specified in the Basic Lease Information, or to such other firm or to such other place as Landlord may from time to time designate in a notice to the Tenant. If requested by Landlord, Tenant shall send copies of any notices and demands by Tenant to the holder or holders of any mortgage or deed of trust on the Property or any part thereof.

27. RENTAL ADJUSTMENT

The monthly Base Rent shall be increased on the anniversary of the Commencement Date, and each year thereafter, by an amount equal to four percent (4%) of the monthly rent (as may have been previously adjusted) charged during the preceding year.

28. CERTAIN RIGHTS RESERVED TO THE LANDLORD

The Landlord may enter upon the Premises and/or may exercise any or all of the following rights hereby reserved without being deemed guilty of an eviction or disturbance of the Tenant's use or possession and without being liable in any manner to the Tenant and without abatement of rent or affecting any of the Tenant's obligations hereunder:

- (a) To change the name or street address of the Building;
- (b) To install and maintain a sign or signs on the exterior of the Building;
- (c) To designate all sources furnishing sign painting and lettering, food and beverage vending services, towels, carpet cleaning service, toilet supplies, lamps and bulbs used on the Premises;
- (d) To retain at all times pass keys to the Premises;
- (e) To grant to anyone the exclusive right to conduct any particular business or undertaking in the Building;
- (f) To close the Building after regular working hours and on the legal holidays subject, however to Tenant's right of admittance, under such reasonable regulations as Landlord may prescribe from time to time, which may include by way of example but not of limitation, that persons entering or leaving the Building identify themselves to a watchman by registration or otherwise and that said persons establish their right to enter or leave the Building; and
- (g) To take any and all measures, including inspections, repairs, alterations, decorations, additions and improvements to the Premises or the Building, and identification and admittance procedures for access to the Building as may be necessary or desirable for the safety, protection, preservation or security of the Premises or the Building or the Landlord's interests, or as Landlord may deem necessary or desirable in the operation of the Building.

29. ABANDONMENT

Tenant shall not vacate or abandon the Premises at any time during the term, and if Tenant shall abandon, vacate, or surrender said Premises or be dispossessed by process of law, or otherwise, any personal property belonging to Tenant and left on the Premises shall, at the option of Landlord, be deemed to be abandoned and title thereto shall thereupon pass to Landlord, in addition to other remedies available to Landlord for Tenant's defaults under this Lease.

30. SUCCESSORS AND ASSIGNS

Subject to the provisions of Paragraph 9 hereof, the term, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the heirs, successors, executors, administrators and assigns of the parties hereto.

31. ATTORNEY'S FEES

In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Lease on the part of Landlord or Tenant, the prevailing party in such litigation shall be entitled to reasonable attorney's fees to be fixed by the court in such action or proceeding.

32. SECURITY DEPOSIT

(a) Tenant shall pay to Landlord upon execution of this Lease the security deposit specified in the Basic Lease Information for the faithful performance of all terms, covenants and conditions of this Lease. Tenant agrees that Landlord may apply said security deposit to remedy any failure by Tenant to repair or maintain the Premises or to perform any other terms, covenants, and

conditions contained herein. If Tenant has kept and performed all terms, covenants, and conditions of this Lease during the term hereof, Landlord will on the termination hereof promptly return said sum to Tenant or the last permitted assignee of Tenant's interest hereunder at the expiration of the Lease term. Should Landlord use any portion of said sum to cure any default by Tenant hereunder, Tenant shall forthwith replenish said sum to such original amount. Landlord shall not be required to keep any security deposit separate from its general funds, and Tenant shall not be entitled to interest on any such deposit. Upon the occurrence of any events of default described in Paragraph 19 of this Lease, said security deposit shall become due and payable to Landlord.

(b) Subject to other terms and conditions contained in this Lease, if the Building is conveyed by Landlord, said security deposit may be turned over to the Landlord's grantee and, if so, Tenant hereby releases Landlord from any and all liability with respect to said deposit and its application or return.

33. TENANT AUTHORITY

If Tenant signs as a corporation or partnership, each of the persons executing this Lease on behalf of Tenant does hereby covenant and warrant that Tenant is a duly authorized and existing corporation or partnership, as the case may be, that Tenant has and is qualified to do business in North Carolina, that the corporation or partnership has full right and authority to enter into this Lease, and that each and all of the persons signing on behalf of the corporation or partnership are authorized to do so. Upon Landlord's request, Tenant shall provide Landlord with evidence reasonably satisfactory to Landlord confirming the foregoing and warranties.

34. MORTGAGEE AND GROUND LESSOR APPROVALS

The approval or consent of Landlord shall not be deemed to have been unreasonably withheld for purposes of any provisions of this Lease requiring such consent if any mortgagee (which shall include the holder of any deed of trust) of the Premises, Building or Property or any portion thereof, or a ground lessor of all or a portion of the Property, shall refuse or withhold its approval or consent thereto. Any requirement of Landlord pursuant to this Lease which is imposed pursuant to the direction of any such mortgagee or ground lessor shall be deemed to have been reasonably imposed by Landlord if made in good faith.

35. MISCELLANEOUS

(a) (i) The term "Premises" wherever it appears herein includes and shall be deemed or taken to include (except where such meaning would clearly repugnant to the context) the office space demised and improvements now or at any time hereinafter comprising or built in the space hereby demised. (ii) The paragraph headings herein are for convenience of reference and shall in no way define, increase, limit, or describe the scope or intent of any provision of this Lease. (iii) The term "Landlord" in these presents shall include the Landlord, its successors and assigns. (iv) In any case where the Lease is signed by more than one person, the obligations hereunder shall be joint and several. (v) The term "Tenant" or any pronoun used in place thereof shall indicate and include the masculine or feminine, the singular or plural number, individuals, firms or corporations, and their and each of their respective successors, executors, administrators, and permitted assigns, according to the context hereof. (vi) The term "Lease" wherever it appears herein shall be deemed or taken to include the Basic Lease Information and all paragraphs and exhibits attached hereto and made a part hereof.

(b) Time is of the essence of this Lease and all of its provisions. Periods of time expressed in days for performance, unless otherwise specified, shall mean calendar days.

(c) This Lease shall in all respects be governed by the laws of the State of North Carolina.

(d) This Lease, together with its exhibits, contains all the agreements of the parties hereto and supersedes any previous negotiations. There have been no representations made by the Landlord or understandings made between the parties other than those set forth in this Lease and its exhibits. This Lease may not be modified except by a written instrument by the parties hereto.

(e) All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the term of this Lease shall survive the expiration or earlier termination of the term hereof.

(f) If any clause, phrase, provision or portion of this Lease or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Lease or any other clause, phrase, provision or portion hereof, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances, and it is also the intention of the parties to this Lease that in lieu of each such clause, phrase, provision or portion of this Lease that is invalid or unenforceable, there be added as a part of this Lease contract a clause, phrase, provision or portion as similar in terms to such invalid or unenforceable clause, phrase, provision or portion as may be possible and be valid and enforceable.

(g) Whenever a period time is herein described for action to be taken by Landlord, the Landlord shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to causes of any kind whatsoever which are beyond the control of Landlord.

(h) Notwithstanding any other provision of this Lease to the contrary, if the Commencement Date hereof shall not have occurred before the first (1st) anniversary of the date hereof, this Lease shall be null and void and neither party shall have any liability or obligation to the other hereunder. The purpose and intent of this provision is to avoid the application of the rule against perpetuities to this Lease.

(i) Anything contained in the foregoing provisions of this section to the contrary notwithstanding, neither Tenant nor any other person having an interest in the possession, use, occupancy or utilization of the Premises shall enter into any lease, sublease, license, concession or other agreement for use, occupancy or utilization of space in the Premises which provides for rental or other payment for such use, occupancy or utilization based, in whole or in part, on the net income or profits derived by any person from the Premises leased, used, occupied or utilized (other than an amount based on a fixed percentage or percentages of receipts of sales), and any such proposed lease, sublease, license, concession or other agreement shall be absolutely void and ineffective as a conveyance of any right of interest in the possession, use, occupancy or utilization of any part of the Premises.

36. LANDLORD'S LIEN

(a) In addition to any statutory lien for rent in Landlord's favor, Landlord shall have and Tenant hereby grants to Landlord a continuing security interest for all rentals and other sums of money becoming due hereafter from Tenant, upon all goods, wares, equipment, fixtures, furniture, inventory, accounts, contract rights, chattel paper and other personal property of Tenant situated on the Premises, and following any Tenant default such property shall not be removed therefrom without the consent of Landlord until all arrearages in rent as well as any and all other sums of money then due to Landlord hereunder shall first have been paid and discharged.

(b) In the event of a default under this Lease, Landlord shall have, in addition to any other remedies provided herein or by law, all rights and remedies under the Uniform Commercial Code, including without limitation the right to sell the property described in this Paragraph 36 at public or private sale upon five (5) days' notice to Tenant. Tenant hereby agrees that this Lease shall constitute a security agreement and further agrees to execute such financing statements and other instruments necessary or desirable in Landlord's discretion to perfect the security interest hereby created. Any statutory lien for rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereto.

37. QUIET ENJOYMENT

Landlord represents and warrants that it has full right and authority to enter into this Lease and that Tenant, while paying the rental and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Premises for the term hereof without hindrance or molestation from Landlord subject to the terms and provisions of this Lease. In the event this Lease is a sublease, then Tenant agrees to take the Premises subject to the provisions of the prior leases. Landlord shall not be liable for any interference or disturbance by other tenants or third persons, nor shall Tenant be released from any of the obligations of this Lease because of such interference or disturbance.

38. LANDLORD'S LIABILITY

In no event shall Landlord's liability for any breach of this Lease exceed the amount of rental then remaining unpaid for the then current term (exclusive of any renewal periods which have not then actually commenced). This provision is not intended to be a measure or agreed amount of the Landlord's liability with respect to any particular breach, and shall not be utilized by any court or otherwise for the purpose of determining any liability of Landlord hereunder, except only as a maximum amount not to be exceeded in any event. Furthermore, any liability of Landlord hereunder shall be enforceable only out of the Building or Property of Landlord and in no event out of the separate assets of any constituent partner of Landlord. No holder or beneficiary of any mortgage or deed of trust on any part of the Property shall have any liability to Tenant hereunder for any default of Landlord.

39. SUBSTITUTION OF PREMISES

At any time after the date of this Lease, Landlord may substitute for the Premises other premises in the Building (the "New Premises"), in which event the New Premises shall be deemed to be the Premises for all purposes under this Lease, provided: (i) the New Premises shall be similar to the Premises in area and appropriateness for the use of Tenant's purposes; (ii) if Tenant is then occupying the Premises, Landlord shall pay the expense of moving Tenant, its property and equipment to the New Premises and such moving shall be done at such time and in such manner so as to cause the least inconvenience to Tenant; (iii) Landlord shall give to Tenant not less than thirty (30) days' prior written notice of such substitution; and (iv) Landlord shall, at its sole cost, improve the New Premises with improvements substantially similar to those in the Premises.

40. LEASE EFFECTIVE DATE

Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease, and it is not effective as a lease or otherwise until execution by both Landlord and Tenant.

41. HAZARDOUS MATERIALS

Tenant shall not (either with or without negligence) cause or permit the escape, disposal or release of any biologically or chemically active or other hazardous substances, or materials. Tenant shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought into the Premises any such materials or substances except to use in the ordinary course of Tenant's business, and then only after written notice as given to Landlord of the identity of such substances or materials excepting, however, ordinary office and cleaning supplies. Without limitation, hazardous substances and materials shall include those described in all federal environmental laws including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq. and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq., any applicable state or local laws and the regulations adopted under these acts. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional charges if such requirement applies to Tenant's use and occupancy of the Premises. In addition, Tenant shall execute affidavits, representations and the like from time to time at Landlord's request concerning Tenant's best knowledge and belief regarding the presence of hazardous substances or materials introduced by Tenant on the Premises. In all events, Tenant shall indemnify Landlord in the manner elsewhere provided in this Lease from any release of hazardous materials on the Premises occurring while Tenant is in possession, or elsewhere if caused by Tenant or persons acting under Tenant. The within covenants shall survive the expiration or earlier termination of the lease term. In addition, in the event Landlord reasonably concludes that Tenant's use of hazardous materials is posing a danger to the health of occupants or other users of the Building, then Landlord may, in addition to other remedies set forth herein, terminate the Lease and/or Tenant's right to possession of the Premises.

42. RENEWAL OPTIONS

Tenant may, provided it is not in default of any Term or Condition of this Lease, renew and extend the Term of this Lease for one (1) additional one (1) year term under the same Terms and Conditions as the Base Term, except as modified herein. The rental rate for renewal options shall continue to escalate annually at the same rate as provided for in the Lease. Tenant may exercise the option to renew by giving Landlord written notice no later than six (6) months prior to the expiration of the Lease term.

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal the day and year first above written.

LANDLORD

TRIDOLPH, LLC, _____ (SEAL)
a North Carolina limited liability company

By: John Rudolph

Name: John Rudolph

Title: President Manager

Date: 2-28-05

TENANT

METROLINA SURGICAL SPECIALISTS, PLLC

By: [Signature] (Seal)

Name: OBINNA - AI - EKECHIALU

Title: Member Director

Date: Feb 23rd 2005

EXHIBIT A

Legal Description

FEE ESTATE:

Being all of Lots 9, 10 and 11 in Block 2 of Colonial Heights as shown on a map thereof recorded in Map Book 230 at Page 20 in the Office of the Register of Deeds of Mecklenburg County, North Carolina (the "Registry") which property is also described by metes and bounds as follows:

Beginning at a new iron pin in the southwesterly margin of the right-of-way of Randolph Road (an 80' public dedicated right-of-way), said new iron pin being the northwesterly corner of Lot 1 of Rose & Sons Properties, Inc. (now or formerly) as described in instrument recorded in Book 6180, Page 250, Mecklenburg County Public Registry (the "Registry") and running thence with said right-of-way of Randolph Road S. 37-10-17 E. 180.13 feet to a new iron pin in the line of Jerry E. Fox (now or formerly) as described in an instrument recorded in Book 1093, Page 781; thence with the line of the said Jerry E. Fox property S. 52-30-00 W. 240.32 feet to an existing iron pin in the line of Presbyterian Health Services Corp. and Southern Real Estate (now or formerly) as described in instrument recorded in Book 7226, Page 361 of the Registry; thence with the line of said Presbyterian Health Services property N. 37-10-17 W. 180.13 feet to a new iron pin; thence with the line of the Southern Real Estate Company property and the Rose & sons property, N. 52-30-00 E. 240.12 feet to the point or place beginning, consisting of 0.993 acres, more or less, as described in survey prepared for Southstar Properties Holdings, LLC by R.B. Pharr & Associates, P.A. dated November 17, 1997, to which survey reference is hereby made.

LEASEHOLD ESTATE:

Being all of Lots 12 and 13 in Block 2 of Colonial Heights as shown on a map thereof recorded in Map Book 230 at Page 20 in the Office of the Register of Deeds of Mecklenburg County, North Carolina (the "Registry") which property is also described by metes and bounds as follows:

Beginning at a new iron pin in the southwesterly margin of the right-of-way of Randolph Road (an 80' public dedicated right-of-way), said new iron pin being a common corner with the property of United of Omaha Life Insurance Company (now or formerly) as described in instrument recorded in Book 8779, Page 550, Mecklenburg County Public Registry (the "Registry") and running thence with said right-of-way of Randolph Road S. 37-10-17 E. 120.50 feet to an existing iron pin in the line of D. P. Renaldo (now or formerly) as described in an instrument recorded in Book 6224, Page 19 of the Registry; thence with the line of the said Renaldo property S. 52-30-00 W. 240.12 feet to an existing iron pin in a common corner of the property of D. R. Krug (now or formerly) as described in instrument recorded in Book 4754, Page 856 of the Registry; thence with the line of said Krug property N. 37-10-17 W. 120.50 feet to a common corner with the property of Presbyterian Health Services Corp. as described in Book 7226, Page 361 of the Registry; thence with the line of the aforementioned United of Omaha property, N. 52-30-00 E. 240.32 feet to the point or place beginning, consisting of 0.664 acres, more or less, as described in survey prepared for Southstar Properties Holdings, LLC by R.B. Pharr & Associates, P.A. dated November 17, 1997, to which survey reference is hereby made.

EXHIBIT B
PREMISES

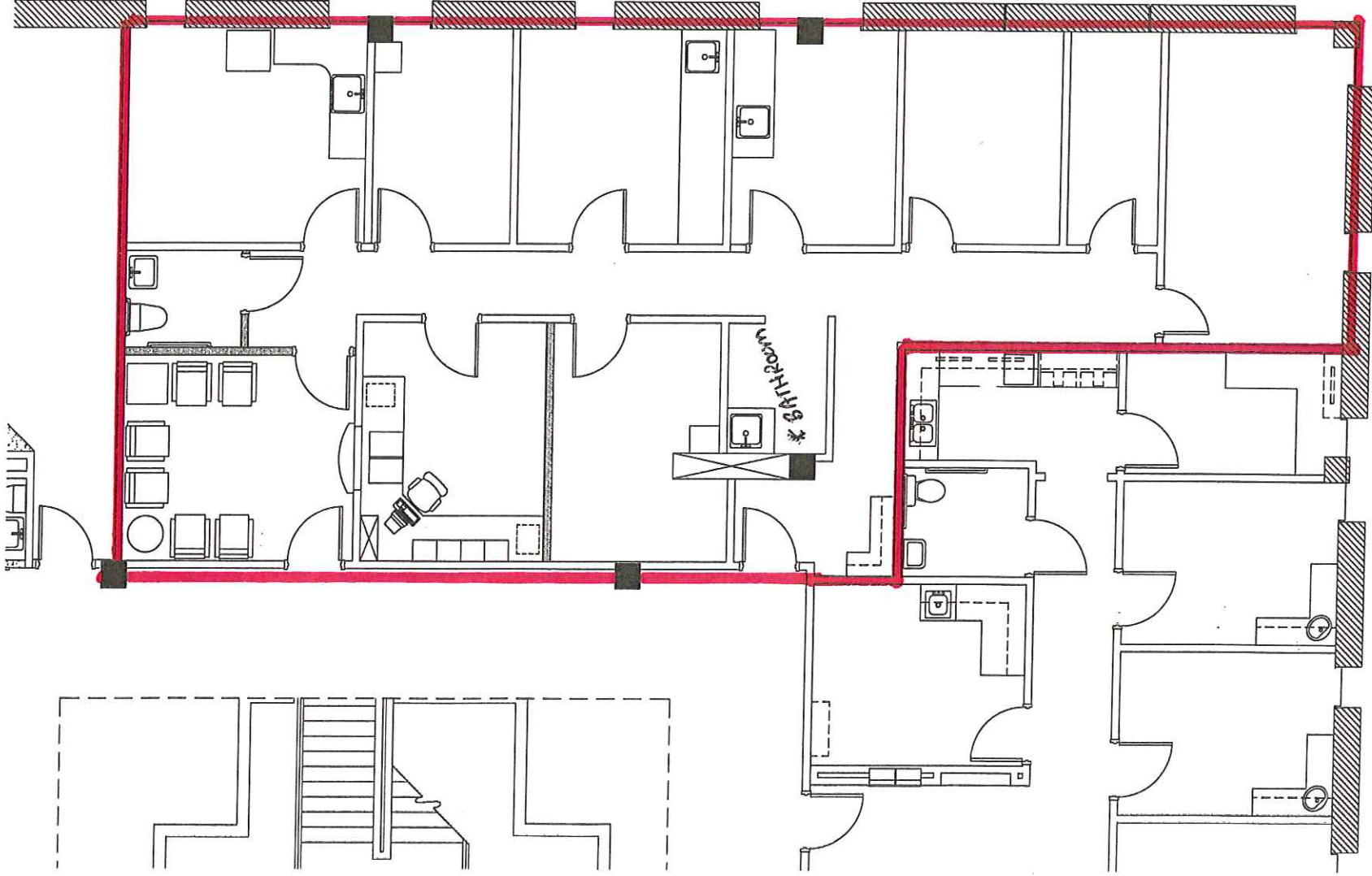


EXHIBIT C
WORK LETTER

IMPROVEMENTS

1. At Landlord's expense, Landlord shall or has provided work in accordance with the specifications below:

- Install new carpet in the suite consistent with the building standard carpet.
- Paint the suite with 1 coat of paint with a color to be selected by tenant.
- Install a new bathroom and fixtures where indicated on Exhibit B attached hereto

2. (b) Tenant shall pay for all costs associated with any Tenant-requested changes or modifications of the improvements as defined by the Plans in Paragraph 1 of this Exhibit C, after the Plans have been approved by Tenant. Tenant will be liable for any increase in construction costs if Tenant causes delays as defined in Paragraph 3(b) of this Lease.

EXHIBIT D
Form of Tenant Estoppel Certificate

RE:

Gentlemen:

The undersigned, as Tenant under that certain lease (the "Lease") dated _____
20____, made with _____
as Landlord (the "Landlord"), does hereby certify:

1. That the copy of the Lease attached hereto is a true and complete copy of the Lease, and there are no amendments, modifications or extensions of or to the Lease and the Lease is now in full force and effect.
2. That its Premises at the above location have been completed in accordance with the terms of the Lease, that it has accepted possession of said Premises, and that it now occupies the same.
3. That it began paying rent on _____, 20____, and that, save only as may be required by the terms of the Lease, no rental has been paid in advance nor has the undersigned deposited any sums with the Landlord as security.
4. That there exist no defenses or offsets to enforcement of the Lease by the Landlord and, so far as is known to the undersigned, the Landlord is not, as of the date hereof, in default in the performance of the Lease, nor has the Landlord committed any breach thereof, nor has any event occurred which, with the passage of time or the giving of notice, or both, would constitute a default or breach by the Landlord.

The undersigned acknowledges that you are relying on the above representations of the undersigned in (advancing funds to purchase the existing first mortgage loan covering the Building in which the Premises are located) (purchasing the Building in which the Premises are located) and does hereby warrant and affirm to and for your benefit, and that of your successors and assigns, that each of the foregoing representations is true, correct and complete as of the date hereof.

By: _____
Its: _____
Date: _____

EXHIBIT E

RULES AND REGULATIONS

- a. The sidewalks, halls, passages, elevators and stairways shall not be obstructed by any tenant or used by any tenant for any other purpose than for ingress and egress from and to their respective offices. The halls, passages, entrances, elevators, stairways, balconies and roof are not for the use of the general public and Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Landlord, or its employees, shall be prejudicial to the safety, character, reputation and interest of the Building and its tenants.
- b. The floors, skylights, windows, doors and transoms that reflect or admit light in passageways, or into any place in the Building, shall not be covered or obstructed by any tenant. The toilet rooms, water closets and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, ashes, chemicals or refuse or other injurious substances, shall be thrown therein. Any damage resulting from such misuse or abuse shall be borne and immediately paid by the tenant by whom or by whose employees it shall have been caused.
- c. No sign, advertisement or notice shall be inscribed, painted or affixed on any part of the outside or inside of said Building unless first consented to in writing by the Landlord.
- d. No additional locks shall be placed upon any doors of the Premises and no tenant shall permit any duplicate keys to be made, but if more than two keys for any door or lock shall be desired, the additional number must be obtained from the Landlord and be paid for by the tenant; each tenant must, upon the termination of its lease, leave the windows and doors in the demised Premises in like condition as the date of said lease, and must then surrender all keys to its premises.
- e. No tenant shall cause unnecessary labor by reason of carelessness and indifference to the preservation of good order and cleanliness in its Premises and in the Building. In order that the leased Premises may be kept in good state of preservation and cleanliness, each tenant shall, during the continuance of its lease, permit the janitor of the Landlord to take charge of and clean the said leased Premises.
- f. No tenant shall employ any person or persons other than the janitor of the Landlord for the purpose of cleaning or taking charge of said Premises without Landlord's prior written consent and it is understood and agreed that the Landlord shall in no wise be responsible to any tenant for any damage done to the furniture or other effects of any tenant by the janitor or any of his employees, or any other person, or for any loss of property of any kind whatever from leased Premises, however occurring. Tenant will see each day that the doors to its premises are securely locked before leaving the Building.
- g. Tenants, their clerks or servants, shall not make or commit any improper noises or disturbances of any kind in the Building, smoke or permit smoking in the Building, or mark or defile the water closets, or toilet rooms, or the walls, windows or doors of the Building, or interfere in any way with other tenants or those having business with them.
- h. Music, including vocal and instrumental, shall not be permitted at volumes audible outside the Premises.
- i. No tenant shall do or permit anything to be done in said Premises, or bring or keep anything therein, which will in any way increase the rate of fire insurance on said Building, or on property kept therein, or obstruct or interfere with the rights of other tenants, or in any other way injure or annoy them or conflict with the laws relating to fires, or with the regulations of the Fire Department or with any insurance policy upon said Building or any part thereof, or conflict with any of the rules and ordinances of the Board of Health.
- j. Each tenant shall promptly and at its expense execute and comply with all laws, rules, order, ordinances and regulations of the City, County, State or Federal Government, and of any department or bureau of any of them and of any other governmental authority having jurisdiction over the said Premises, affecting the tenant's occupancy of the demised Premises or tenant's business conducted thereon.
- k. Nothing shall be thrown or allowed to drop by the tenants, their clerks or employees out of the windows or doors, or down the passages or skylight of the Building, and no tenant shall sweep or throw, or permit to be swept or thrown from its Premises, any dirt or other substances into any of the corridors or halls, elevators or stairways of said Building.

- l. No animals or birds shall be kept in or about any Premises or permitted therein.
- m. If tenants desire to introduce signaling, telegraphic, telephonic or other wires and instruments into their premises, the Landlord will direct the electricians as to where and how the same are to be placed, and without such directions no placing, boring or cutting for wires will be permitted. Landlord shall in all cases retain the right to require the placing and using of electrical protecting devices to prevent the transmission of excessive currents of electricity into or through the Building, and to require the changing of wires and of their placing and arrangements as Landlord may deem necessary, and further to require compliance on the part of all using or seeking access to such wires with such rules as Landlord may establish relating thereto, and in event of noncompliance with such requirements and rules Landlord shall have the right to immediately cut and prevent the use of such wires.
- n. A directory in a conspicuous place on the first floor will be provided by the Landlord, on which the names of tenants will be placed by the Landlord at its discretion.
- o. Tenants shall not use or keep in the building any explosives, kerosene, gasoline, benzine, camphene, burning fluid or other flammable material.
- p. No tenant or employees of any tenant shall go upon the roof of said Building without the written consent of the Landlord.
- q. No article shall be fastened to or holes drilled or nails or screws driven into the walls or partitions, nor shall the walls or partitions be painted, papered or otherwise covered in such a way as to cause permanent damage or in any way marked or broken, nor shall any attachment be made to the electric lighting wires of the Building for storing of electricity, or for the running of motors or other purpose, nor will machinery of any kind be allowed to be operated in any premises, nor shall any tenant use any other method of heating than that provided by Landlord, without the prior written consent of the Landlord. Tenants desiring to put in telephone junction or control boxes in the Premises will notify the Landlord who will designate where the same shall be placed. No mechanics shall be allowed in or about the Building other than those employed by the Building management without the written consent of the Landlord first having been obtained.
- r. Access may be had by the tenants to the halls, corridors, elevators and stairways in the Building and to the offices leased by them at any time or times. Access to the Building may be refused unless the person seeking admission is known to the watchman in charge, or has a pass or is properly identified. The Landlord shall in no case be liable in damages for the admission or exclusion of any person from said Building. In case of invasion, mob riot, public excitement, or other commotion, the Landlord reserves the right to prevent access to the Building during continuance of the same by closing the doors or otherwise for the safety of the tenants and protection of property in said Building.
- s. The Landlord in all cases shall prescribe the method and manner in which any merchandise, heavy furniture, large packages or safes shall be brought in or taken out of the Building, and also the hours at which such moving shall be done. The Landlord shall in all cases retain the right to prescribe the weight and proper position of such heavy furniture and safes and all damage done to the Building taking in or out of such merchandise, heavy furniture, large packages or safes or any damage done to the Building while said property shall be therein, shall be made good and paid for by the tenant by, through or under whom the said damage may have been done. All furniture, safes or fixtures shall be provided with supports, glides or castors that will meet the approval of the management of the Building.
- t. No tenant of the Building shall park, nor shall any tenant of the Building allow or permit any officer, director, employee, agent, licensee or invitee of said tenant to park any commercial truck (not to be deemed to include a "pickup" truck individually owned and used solely for personal transportation and other private use) within any parking area, driveway or other common area serving the Building.
- u. The Landlord reserves the right to rescind any of these rules and regulations and to make such other and further rules and regulations as in Landlord's judgment may from time to time be needed for the safety, care, maintenance, operation and cleanliness of the Building, and for the preservation of good order therein, which, when so made and notice thereof shall have been given to any tenant, shall have the same force and effect as if originally made a part of the foregoing Lease, and such other and further rules, shall not, however, be inconsistent with the proper and rightful enjoyment by the Tenant under the foregoing Lease of the Premises therein referred to.
- v. If any of these rules and regulations directly contradict the terms of the foregoing Lease, the terms of said Lease shall prevail.

STATE OF NORTH CAROLINA

FIRST AMENDMENT TO
LEASE AGREEMENT

COUNTY OF MECKLENBURG

THIS FIRST AMENDMENT TO LEASE AGREEMENT is entered into as of the 26th day of January 2009, by and between **LANGTREE VENTURES, INC**, hereinafter referred to as "Landlord," and **METROLINA SURGICAL SPECIALISTS, PLLC** (Landlord recognizes the Tenant occupying the space to be Dr. Obinna Eruchalu), hereinafter referred to as "Tenant."

WHEREAS, Tridolph, LLC and Tenant entered into a Lease (the "Lease") dated February 28, 2005, in which Tenant leased from Tridolph, LLC certain business premises located at 1928 Randolph Road, Suite 312, Charlotte, North Carolina; and

Tridolph, LLC later assigned all of its rights under the Lease to Landlord named herein, and Landlord herein is responsible for all of the obligations of the landlord named in the Lease; and

WHEREAS, Landlord and Tenant herein wish to make certain amendments to the Lease;

NOW, THEREFORE, in consideration of Ten Dollars(\$10.00) and other good and valuable consideration of the mutual covenants, promises and agreements herein contained and intending to be legally bound hereby, Landlord and Tenant do hereby amend the hereinabove referred to Lease and do covenant, promise and agree as follows:

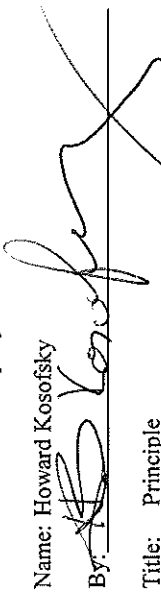
1. **RENEWAL TERM.** The Term of the Lease shall be extended for an additional period of forty eight (48) months commencing of 1st of May 2009, at 12:01 a.m., and ending at midnight on the 30th of April 2013, unless sooner terminated as herein provided.
2. **RENTAL.** Beginning the first day of the Renewal Term, Tenant shall pay to Landlord the sum of Forty Eight Thousand One Hundred Ninty Two Dollars and 84/100 cents (\$48,192.84) per year payable in monthly installments of Four Thousand Sixteen Dollars and 07/100 cents \$4,016.07) thereafter, during the second, third fourth and fifth year of the Renewal Term, the Rental Shall escalate at the beginning of each year by four percent (4%) over the Rental for the prior year.
3. **LEASE CONDITIONS.** It is understood and agreed by the parties hereto that all other terms, conditions, provisions and obligations of the Lease will remain in full force and effort.

IN WITNESS WHEREOF, Landlord and Tenant have caused this instrument to be executed in their corporate names, signed by their proper officers, and sealed with their corporate seals on the day and year first above written.

LANDLORD

Langtree Ventures, Inc (SEAL)
a North Carolina Company

Name: Howard Kosofsky

By: 

Title: Principle

Date: January 26, 2009

TENANT

MEADOWCINA SUBGULAC SPECIALISTS

By:  (Seal)

Name: DBINNA EBUCHALU

Title: MO

Date: February 19th 2009