

1960 RANDOLPH ROAD
CHARLOTTE, NORTH CAROLINA

LEASE AGREEMENT

BETWEEN

CHARLOTTE RADIOLOGY, P. A.
(Tenant)

AND

DONALD RENALDO, M.D.
(Landlord)

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Exhibits

A. Sketch of the Premises

1. BASIC LEASE PROVISIONS AND IDENTIFICATION OF EXHIBITS.

1.01 BASIC LEASE PROVISIONS.

A. BUILDING AND ADDRESS: 1960 Randolph Road
Charlotte, NC 28207

B. LANDLORD: Donald Renaldo, M.D.

LANDLORD'S AGENT AND ADDRESS:

Merit Properties
801 E. Morehead Street Suite 308
Charlotte, NC 28202
Attn: Bob McGrath

C. TENANT AND CURRENT ADDRESS:

Charlotte Radiology, P. A.
1701 East Boulevard
Charlotte, NC 28203
Attn: Mark Jensen, COO

D. DATE OF LEASE: March 20, 2001

E. LEASE TERM: (5) years and (41) days from the Commencement Date
(hereinafter defined).

F. COMMENCEMENT DATE: March 20, 2001

G. EXPIRATION DATE OF INITIAL TERM: April 30, 2006

H. INITIAL TERM MONTHLY GROSS RENT:

<u>Period</u>	<u>Monthly Rent</u>
3/1/2001 to 4/30/2001	No Charge
5/1/2001 to 4/30/2002	\$3,630.00
5/1/2002 to 4/30/2003	\$7,260.00
5/1/2003 to 4/30/2004	\$7,623.00
5/1/2004 to 4/30/2005	\$7,986.00
5/1/2005 to 4/30/2006	\$8,349.00

I. RENTABLE AREA OF THE PREMISES: 4,356 RSF

J. RENTABLE SQUARE FOOTAGE OF THE BUILDING: 12,604 SF

1.02 IDENTIFICATION OF EXHIBITS.

The exhibits set forth below and attached to this Lease are incorporated in this Lease by this reference:

EXHIBIT A – Sketch of the Premises

2. PREMISES AND TERM.

2.01 LEASE OF PREMISES.

For and in consideration of the mutual agreement of the parties, including the rental agreed to be paid by Tenant to Landlord, Landlord leases, demises and rents to Tenant and Tenant leases, demises and rents from Landlord the premises ("Premises") shown on Exhibit A which are in the office building ("Building") located at the address stated in Paragraph 1.01A together with the non-exclusive right to utilize parking areas, landscaping and other common areas as hereinafter described. For purposes of this Lease, "Building" shall mean all land, building and improvements including the "Common Areas" (hereinafter defined) associated with the Building and located on the real property. The Rentable Area of the Premises is as shown on Exhibit A and contains the Rentable Area as stated in Paragraph 1.01.

2.02 TERM.

The term of this Lease ("Term") shall commence on the date (the "Commencement Date") stated in 1.01F. The Initial Term shall expire on the date ("Expiration Date") stated in Paragraph 1.01G, except as may be hereinafter extended or renewed. The Rent shall commence on the date Commencement Date stated in Paragraph 1.01F.

3. RENT.

Tenant agrees to pay to Landlord at the office of the Landlord's Agent and address ("Manager"), or at such other place designated by Landlord, rent at the monthly rates stated in 1.01H ("Gross Rent"). Gross Rent shall be paid monthly in advance on the first day of each month of the Term. Gross Rent shall be prorated for partial months within the Term and any Renewal Term.

4. RENEWAL OPTION TERMS.

Tenant shall have the right to renew this Lease for one (1) additional five (5) year period (the "Renewal Term") upon written notice to Landlord sixty (60) days prior to the expiration of the Initial Term. The monthly Gross Rent is to be negotiated based on 100% of fair market value and the then fair market tenant improvement allowance rate. Should Landlord or Tenant not agree on a fair market value, both parties agree to allow a third party arbitrator selected by Tenant and consented to by Landlord, which consent shall not be unreasonably withheld, to determine such value.

5. SERVICES.

5.01 LANDLORD'S GENERAL SERVICES.

Landlord shall provide the following services:

(1) Heat and air-conditioning for the Premises, Monday through Saturday from 7:00 a.m. to 8:00 p.m., excluding national holidays, to the extent necessary for the comfortable occupancy of the Premises under normal business operations and in the absence of the use of machines, equipment or devices which affect the temperature otherwise maintained in the Premises; (2) City water from the regular Building fixtures for drinking, lavatory and toilet purposes, exam rooms and lab rooms and for the customary uses for an optometric practice only; (3) Customary cleaning, mowing, groundskeeping, snow removal and trash removal in the "Common Areas", consistent with first class office buildings (hereinafter defined); (4) Washing of windows in the Premises, inside and outside at reasonable intervals; (5) Electricity for normal business usage; and (6) Customary after hours janitorial service of the Premises five (5) days a week (one of the five days being Saturday or Sunday) consistent with first class office buildings. (6) Replacement of building standard lighting (4 foot fluorescent tubes and normal incandescent bulbs).

5.02 ADDITIONAL AND AFTER-HOUR SERVICES.

Upon Tenant's request, Landlord shall furnish services or utilities in addition to those listed in Paragraph 5.01 or at times other than those stated in Paragraph 5.01. Tenant shall pay to Landlord the actual charges for such services and utilities, within ten (10) days after billing.

5.03 DELAYS IN FURNISHING SERVICES.

If as a result of any failure to furnish or delay in furnishing any of the services described in 5.01, the Premises are rendered substantially untenable for a period of seventy-two (72) consecutive hours and Tenant does not occupy the Premises due to such untenability, then, commencing upon the inception of said 72-hour period, Gross Rent due shall abate for the duration of such untenability until Tenant is able to resume or does resume occupancy of the Premises. Tenant agrees that Landlord shall not be liable for damages for failure to furnish or delay in furnishing any service if attributable to any of the causes described in 26.06 and if not thus attributable, then only to the extent of abatement of Gross Rent.

5.04 TELEPHONE.

Tenant shall make arrangements directly with a telephone company for telephone service in the Premises desired by Tenant. Tenant shall pay for all telephone service used or consumed in the Premises, including the cost of installation, maintenance and replacement of any items.

6. POSSESSION, USE AND ENJOYMENT.

6.01 POSSESSION AND USE OF PREMISES.

Tenant shall be entitled to possession of the Premises upon commencement of this lease agreement. Tenant shall occupy and use the Premises for the operation of general office use and any other related lawful use. Tenant shall not occupy or use the Premises or permit the use or occupancy of the Premises for any purpose or in any manner which: (1) is unlawful or in violation of any applicable legal, governmental or quasi-governmental requirement, ordinance or rule (including the Board of Fire Underwriters); (2) is dangerous to persons or property; (3) invalidates or increases the amount of premiums for any policy of insurance affecting the Building, and if any additional amounts of insurance premiums are so incurred, Tenant shall pay to Landlord the additional amounts on demand and such payment shall not authorize such use; or (4) creates a nuisance, disturb any other tenant of the Building or the occupants of neighboring property or injure the reputation of the Building. Notwithstanding anything to the contrary contained herein, Tenant shall not be required to continuously operate its business in the Premises or keep the same open to the public; provided, however, that Tenant shall at all times continue to pay Gross Rent due and payable pursuant to the terms and provisions of this Lease.

6.02 WARRANTY OF TITLE AND QUIET ENJOYMENT.

A. Landlord represents and warrants that, as of the Date of Lease, it is the owner in fee simple of the Building, and that it alone will have full right to lease the Premises for the term set out herein. Landlord further represents and warrants that Tenant, on paying the rent and performing its obligations hereunder, shall peaceably and quietly hold and enjoy the Premises for the Term of this Lease, without any hindrance, molestation or ejection by Landlord, its successors or assigns, or those claiming by, through, or under them.

B. Landlord represents and warrants that it has not granted nor created and covenants that it will not grant, create or suffer any claim, lien, encumbrance, easement, restriction or other charge or exception to title to the Premises without the prior written consent of Tenant; provided, however, that it is expressly agreed that Landlord may subject its interest in the Premises to a first mortgage loan if its lender shall agree for itself, its successors and assigns (by written instrument in substantially the recordable form attached hereto as Exhibit B): (i) to be bound by the terms of this Lease; (ii) not to disturb Tenant's use or possession of the Premises in the event of a foreclosure of such lien or encumbrance so long as Tenant is not in default hereunder; (iii) not to join Tenant as a party defendant in any foreclosure proceeding relating to the Building or any part thereof; and (iv) to permit application of all insurance proceeds to the restoration and repair of the Premises pursuant to Paragraph 17 of this Lease.

6.03 COMMON AREAS.

A. For purposes of this Lease "Common Areas" shall mean all areas, improvements, space, equipment and special services in or at the Building provided by Landlord for the common or joint use and benefit of tenants, customers, and other invitees, including without limitation,

driveways, parking areas, parking lot lighting facilities and equipment, signage, entrances and exits, retaining walls, vestibules, landscaped areas, other unpaved areas, truck serviceways, loading docks, pedestrian walk-ways, atriums, walls, courtyards, stairs, ramps, sidewalks, washrooms, signs identifying or advertising the Building, maintenance buildings, utility buildings, maintenance and utility rooms and closets, hallways, lobbies, elevators and their housing and rooms, common window areas, walls and ceilings in Common Areas, and trash or rubbish areas.

B. Provided Tenant is not in default under this Lease, Tenant shall be entitled to use, in common with others entitled thereto, the Common Areas as may be designated from time to time by Landlord, subject however to the terms and conditions of this Lease and to the rules and regulations for the use thereof as may be prescribed from time to time by Landlord. At no time will Landlord materially adversely alter the Common Areas or alter the Common Areas in such a manner as to materially adversely effect the unobstructed visibility of the Building to both Randolph Road and Colonial Avenue.

7. ASSIGNMENT AND SUBLETTING.

A. Tenant shall not assign this Lease or sublet the whole or any part of the Premises without the prior written consent of Landlord, which consent Landlord shall not unreasonably withhold, condition, or delay, provided (i) no Tenant Event of Default (hereinafter defined) has occurred and is continuing at the time of the request for consent to the assignment or sublease, (ii) the use to be made of the Premises by the assignee or subtenant shall be general office or medical and does not adversely effect the other Tenant's use of the Building (iii) the assignee or subtenant shall assume in writing the performance of all of the terms, provisions and covenants of this Lease on the part of Tenant to be kept and performed, and (iv) Tenant shall deliver to Landlord within fifteen (15) days (or as soon thereafter as is reasonably practicable) after the assignment or subletting an executed duplicate of such agreement, together with a duly executed assumption agreement. Notwithstanding anything herein to the contrary, Tenant, without Landlord's prior written consent, but otherwise subject to the conditions set forth in the first sentence of this Paragraph, may assign this Lease or sublet the whole of the Premises to a legal entity which is either (i) the successor, by merger or otherwise, to all or substantially all of Tenant's assets and liabilities, or (ii) controls or is controlled by or is under common control with Tenant, directly or indirectly (for purposes of this Lease, the term "controlled" shall mean holding more than fifty percent (50%) of the ownership interest in or having voting control of the subject entity. Any such assignment or subletting shall be otherwise subject to and upon all of the terms, provisions and covenants of this Lease. Landlord agrees to enter into a non-disturbance agreement and give an estoppel letter to any assignee or sublessee to which Landlord consents or for which Landlord's consent is not required, upon written request from such assignee or sublessee, the form of which shall be similar in nature to the form of agreement required of lenders under Paragraph 6.02 hereof and shall otherwise be reasonably acceptable to such assignee or sublessee.

B. Unless Landlord shall have released Tenant from its obligations hereunder, no assignment or subletting or collection of rent from the assignee or sub-tenant shall be deemed to constitute a novation or in any way release Tenant from further performance of its obligations under

this Lease, and Tenant shall continue to be liable under this Lease for the balance of the Initial Term and any Renewal Term with the same force and effect as if no such assignment had been made.

8. MAINTENANCE.

8.01 LANDLORD'S MAINTENANCE.

Landlord, at its expense, shall maintain and make all necessary repairs and replacements to (i) the structural elements, (including but not limited to the foundation, exterior walls and roof), and exterior windows, (including, but not limited to plate glass windows), of the Building and the Common Areas, and, (ii) the electrical, plumbing, heating, ventilation and air conditioning systems of the Building and the Common Areas. Landlord shall not be responsible for the cost of performing any of said maintenance or repairs caused by the gross negligence of Tenant, or its employees, except to the extent of insurance proceeds, if any, actually collected by Landlord with regard to the damage necessitating such repairs. Landlord shall obtain at its expense a service contract for regular maintenance (including filters) for the heating, ventilation and air conditioning systems. In the event that the Premises should become in need of repairs required to be made by Landlord hereunder, Tenant shall give written notice thereof to Landlord and Landlord shall commence said repairs promptly and complete the same within a reasonable time (based on the nature of the repair and its impact on Tenant's business operated within the Premises) after delivery of such written notice; provided, if following Tenant's written notice to Landlord, Landlord shall not have commenced promptly the repairs specified in the written notice or once commenced Landlord shall not have diligently pursued such repairs thereafter and Landlord's failure shall interfere with the operation of Tenant's business in the Premises, then Tenant, upon prior written notice, or immediately in the case of an emergency threatening damage to persons or property, shall have the right to complete such repairs and forward to Landlord for payment an invoice for the reasonable cost of such repairs. If Landlord shall not reimburse Tenant for the reasonable cost of such repairs within thirty (30) days after demand, then Tenant shall be entitled to withhold the cost of such repairs from Gross Rent. If Landlord's failure to commence and/or complete any repairs required of Landlord hereunder shall, in the exercise of Tenant's reasonable judgment, prohibit Tenant from operating its business within the Premises, then all rentals due and payable by Tenant hereunder shall fully abate until such time as Tenant is able to resume its operation in the Premises.

8.02 TENANT'S MAINTENANCE.

Tenant, at its expense, shall keep and maintain the interior of the Premises in good order, condition and repair and in accordance with all applicable legal, governmental and quasi-governmental requirements, ordinances and rules (including the Board of Fire Underwriters), except for repairs and replacements required to be made by Landlord under the provisions of 9.01 above and repairs occasioned by the act or negligence of Landlord, its agents, employees or contractors.

8.03 MAINTENANCE OF COMMON AREAS.

Landlord shall be responsible for operating, maintaining and repairing the Common Areas in a first-class manner, including cleaning, maintenance of Landlord's pylon and other sign structure(s), snow removal and ice treatment, removal of Common Area trash and garbage, lighting, repairing, repaving and restriping the parking area, and maintaining, replanting and replacing landscaping, all such work to be referred to collectively as "Common Area Maintenance." Landlord shall have the right from time to time to establish, modify and enforce commercially reasonable rules and regulations with respect to the Common Areas however, at no time will Landlord modify the Common Areas in such a way as to materially adversely effect the visibility of the Building to Randolph Road and Colonial Avenue. Tenant agrees to comply with such rules and regulations, to cause its officers, agents, contractors and employees to so comply and to use its best efforts to cause its customers, invitees, concessionaires, suppliers and licensees to so comply. Landlord shall have the right to construct, maintain and operate lighting and other facilities in and on the common areas.

9. ALTERATIONS AND EQUIPMENT.

Tenant shall have the unrestricted right to make any non-structural alterations, additions or improvements to the interior of the Premises deemed necessary or appropriate in connection with the requirements of its business, without the necessity of obtaining the prior written consent of Landlord. Tenant shall have the right to make structural changes to the Premises and/or changes to the exterior of the Premises upon the prior written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. Tenant shall not be required to remove from the Premises at the termination of this Lease any such alterations, additions or improvements or to return the Premises to the condition that existed upon their delivery to Tenant, provided, however, if Tenant shall elect to remove any of such alterations, additions or improvements, Tenant shall repair any material damage caused by such removal. If Landlord has not responded to Tenant within four (4) days of Tenant's notice for approval for construction improvements, such silence will be deemed as approval granted by Landlord.

Tenant shall have the right to erect, install, maintain and operate on the Premises such equipment, trade and business fixtures, and other personal property as Tenant may deem necessary or appropriate, and such shall not be deemed to be part of the Premises, but shall remain the property of Tenant. Any such installations shall not materially injure or deface the Premises. At any time during the Term of this Lease and within thirty (30) days after termination hereof, Tenant shall have the right to remove its equipment, fixtures, signs and other personal property from the Premises. Subject to governmental approval, Landlord agrees that Tenant shall be entitled to erect the maximum number of building signs, pylon signs and monument signs as permitted by applicable governmental regulations.

LANDLORD WILL PAY 1/3, WITH A MAXIMUM OF \$1,000.00, OF THE COST TO REPAIR THE LOSS.

IF ANY UNFORESEEN COSTS WITH REGARD TO BUILDING CODES ARISE DURING THE TENANT'S LEASE, SUCH COSTS WILL BE BORNE BY THE LANDLORD. IF LANDLORD ELECTS NOT TO PAY, TENANT MAY IMMEDIATELY TERMINATE THE LEASE. (MAY) (JRK)

10. LIENS.

Tenant shall not permit any lien or claim for lien of any mechanic, laborer or supplier or any other lien to be filed against the Building, the Common Areas, the land which comprises the Building, the Premises, or any part of such property arising out of work performed, or alleged to have been performed by, or at the direction of, or on behalf of Tenant. If any such lien or claim for lien is filed, Tenant shall within thirty (30) days after such filing either have such lien or claim for lien released of record or shall deliver to Landlord a bond or other security in form, content, amount, and issued by a company satisfactory to Landlord indemnifying Landlord, Manager and others designated by Landlord against all costs and liabilities resulting from such lien or claim for lien and the foreclosure or attempted foreclosure thereof. If Tenant fails to have such lien or claim for lien so released or to deliver such bond to Landlord, Landlord, without investigating the validity of such lien, may pay or discharge the same and Tenant shall reimburse Landlord upon demand for the amount so paid by Landlord, including Landlord's expenses and attorneys' fees. Notwithstanding the above, Tenant shall have no obligation to release or to deliver a bond with respect to a lien or claim for lien if such lien or claim is a result of Landlord's failure to pay (i) the Contractor of Tenant pursuant to Paragraph 21 hereof.

11. WAIVER OF SUBROGATION AND INDEMNITY.

11.01 INDEMNIFICATION.

A. Landlord shall not be liable to Tenant or Tenant's employees, agents, patrons or invitees, or any person whomsoever, for any injury to person or damage to property caused by the negligence or misconduct of Tenant or its employees and Tenant agrees to indemnify Landlord and hold it harmless from any loss, claim, damage, cost or expense suffered or incurred by Landlord by reason of any such damage or injury.

B. Tenant shall not be liable to Landlord or Landlord's employees, agents, patrons, invitees, or mortgagees, or any person whomsoever, for any injury to person or damage to property caused by the negligence or misconduct of Landlord, its employees or agents, and Landlord agrees to indemnify Tenant and hold it harmless from any loss, claim, damage, cost or expense suffered or incurred by Tenant by reason of any such damage or injury.

11.02 WAIVER OF SUBROGATION.

Notwithstanding such waiver and indemnification or anything else to the contrary contained in this Lease:

Landlord and Tenant severally waive any and every claim which arises or may arise in its favor and against the other during the Term of this Lease for any and all loss of, or damage to, any of its property located within or upon, or constituting a part of, the Premises, which loss or damage is covered by valid and collectible fire and extended coverage, general liability, liquor liability or worker's compensation insurance policies, to the extent that such loss or damage is recoverable

thereunder. Inasmuch as the above mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), Landlord and Tenant severally agree immediately to give to each insurance company which has issued to it policies of insurance, written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverages by reason of said waivers.

12. EVENT OF DEFAULT.

A. Each of the following events shall be a "Tenant Event of Default" under this Lease:

(1) Tenant shall fail to pay any installment of Gross Rent hereby reserved as and when the same shall become due and shall not cure such default within ten (10) days after written notice thereof is given by Landlord to Tenant unless not paid due to authorized offset hereunder;

(2) Tenant shall fail to comply with any term, provision or covenant of this Lease, other than the payment of Gross Rent, and shall not cure such failure within thirty (30) days after written notice thereof is given by Landlord to Tenant (provided that if such default cannot reasonably be cured within thirty (30) days, then Tenant shall have an additional reasonable period of time within which to cure such default);

(3) Tenant shall be adjudged insolvent, make a transfer in fraud of creditors or make an assignment for the benefit of creditors;

(4) Tenant shall file a petition under any section or chapter of the Bankruptcy Reform Act of 1978, as amended, or under any similar law or statute of the United States or any state thereof, or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder; or

(5) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant and Tenant shall not have had such appointment discharged within sixty (60) days after Tenant receives written notice of such appointment.

B. Upon the occurrence of any Tenant Event of Default, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(1) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails so to do, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, with process of law enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises, or any part thereof; and Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise;

(2) With process of law, enter upon and take possession of the Premises and expel or remove Tenant and other persons who may be occupying the Premises, or any part thereof, and relet the Premises, as Tenant's agent, and receive the rent therefore; and Tenant agrees to pay Landlord on demand any deficiency that may arise by reason of such reletting; or

(3) With process of law, enter upon the Premises, without being liable to prosecution or for any claim for damages, and do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any reasonable and necessary expenses which Landlord may incur in thus effecting compliance with Tenant's obligations hereunder.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damage accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon the occurrence of a Tenant Event of Default shall not be deemed or construed to constitute a waiver of such default.

C. Each of the following events shall be a "Landlord Event of Default" under this Lease:

(1) Landlord shall fail or refuse to pay any sum of money payable hereunder when due, and except as otherwise set forth in this Lease, the failure or refusal continues for ten (10) days after written notice thereof is given by Tenant to Landlord; or

(2) Landlord shall fail or refuse to comply with any term, provision, or covenant of this Lease, other than provisions for the payment of money, and does not cure the failure or refusal within thirty (30) days after written notice thereof is given by Tenant to Landlord (provided that if such default cannot reasonably be cured within thirty (30) days, then Landlord shall have an additional reasonable period of time within which to cure such default).

D. Upon the occurrence of any Landlord Event of Default, Tenant shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(1) Cure the Landlord Event of Default and in connection therewith pay or incur reasonable expenses. Notwithstanding the foregoing, Tenant shall not have such right to cure a Landlord Event of Default set forth in subparagraph 12(c)(2) in the event Landlord or its mortgagee takes action to cure such default within the cure period therein provided, but is unable, by reason of the nature of the work involved,

to cure the same within such period, provided Landlord or its mortgagee (whoever commences such work) continues such work thereafter diligently and without unnecessary delays. Additionally, Tenant shall have the right to remedy any default of an emergency nature, in the event Landlord or its mortgagee fails to commence to cure any default creating an emergency situation promptly upon being given notice which is reasonable under the circumstances, and Tenant shall have the right to remedy such a default without notice (if the giving of notice is not reasonably practicable) in the event of an emergency. All sums so expended or obligations incurred by Tenant in connection with the foregoing, plus interest thereon at the Default Rate from the date such expenses are incurred until repayment, shall be paid by Landlord to Tenant upon demand, and if Landlord fails to reimburse Tenant, Tenant may, in addition to any other right or remedy that Tenant may have, deduct such amount from subsequent installments of any Gross Rent or other payments hereunder which become due to Landlord; or

(2) Terminate this Lease by giving written notice to Landlord, after which Tenant shall have no further liabilities or obligations hereunder.

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 or in equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any damage accruing to Tenant by reason of the violation of any of the terms, provisions and covenants herein contained. Forbearance by Tenant to enforce one or more of the remedies herein provided upon the occurrence of a Landlord Event of Default shall not be deemed or construed to constitute a waiver of such default.

13. SURRENDER OF PREMISES.

Upon the expiration or termination of this Lease or termination of Tenant's right of possession of the Premises, Tenant shall surrender and vacate the Premises immediately and delivery possession thereof to Landlord in a clean, good and tenantable condition, ordinary wear excepted. Upon any termination which occurs, Tenant shall be entitled to remove from the Premises all unattached and movable trade fixtures, and personal property of Tenant without credit or compensation from Landlord, provided Tenant immediately shall repair all damage resulting from such removal and shall restore the Premises to a tenantable conditions ordinary wear excepted. In the event possession of the Premises is not immediately delivered to Landlord or if Tenant shall fail to remove any unattached and movable trade fixtures or personal property which Tenant is entitled to remove, Landlord may remove same without any liability to Tenant. Any movable trade fixtures and personal property which may be removed from the Premises by Tenant but which are not so removed upon the vacancy of the Premises shall be conclusively presumed to have been abandoned by Tenant and title to such property shall pass to Landlord without any payment or credit and Landlord may, at its option and at Tenant's expense, store and/or dispose of such property.

to include the revolving door.

MOS

RM

14. HOLDING OVER.

Should Tenant or any assignee, sublessee or licensee of Tenant fail to vacate the Premises or any part thereof after the expiration of the Initial Term or any Renewal Term hereof, unless otherwise agreed in writing, such failure to vacate shall constitute and be construed as a tenancy from month-to-month upon the same terms and conditions as set forth in this Lease.

15. DAMAGE BY FIRE OR OTHER CASUALTY.

In the event the Building is hereafter damaged or destroyed and the Premises are rendered partially untenantable for their accustomed use, by fire or other casualty insured or which should have been insured under the coverage which Landlord is obligated to carry pursuant to Paragraph 17 hereof, then Landlord shall within thirty (30) days after such casualty commence repair of said Building and within one hundred twenty (120) days after commencement of such repair restore the Building and Premises to substantially the same condition in which they were immediately prior to the occurrence of the casualty, except as otherwise provided in this Paragraph 15; provided that Landlord shall not be required to repair or replace Tenant's Property. From the date of such casualty until the Premises are so repaired and restored, Gross Rent and all other charges and items payable hereunder shall abate in such proportion as the part of the Premises thus destroyed or rendered untenantable bears to the total Premises. However, in the event that fifty percent (50%) or more of the Building, including the Premises, is destroyed or rendered untenantable by fire or other casualty during the last year of the Initial Term or any Renewal Term of this Lease (based upon the cost to replace the Building damaged or destroyed as compared with the market value of the improvements constituting said Building immediately prior to such fire or other casualty as shown by certificate of Landlord's architect), then either Landlord or Tenant shall have the right to terminate this Lease effective as of the date of the casualty, by giving one to the other within thirty (30) days of such casualty, written notice of termination. Provided, however, Tenant shall have the right to nullify any Landlord termination by exercising an option to renew this Lease (if available). Provided further, that if the casualty is covered by insurance, Tenant may elect to require Landlord to waive Landlord's termination option and to promptly restore the Premises. If said notice of termination is given within said thirty (30) day period, this Lease shall terminate and Gross Rent and all other charges shall abate as aforesaid from the date of such casualty, and Landlord shall promptly repay to Tenant any Gross Rent paid in advance which has not been earned as of the date of such casualty. If said notice is not given and Landlord is required or elects to repair or rebuild the Building as herein provided, then upon Landlord's restoration of the Premises, Tenant shall repair and replace Tenant's Property to at least their condition prior to the damage or destruction.

16. EMINENT DOMAIN.

16.01 SUBSTANTIAL TAKING.

If all of the Premises or the Building (or if less than all, but Tenant reasonably determines that the remaining portion will not permit Tenant to operate its business on the Premises, with sufficient parking therefore), shall be acquired by the right of condemnation or eminent domain for any public or quasi-public use or purpose, or sold to a condemning authority under threat of

condemnation or in lieu thereof, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding (or sale) and all rent shall be paid up to that date.

16.02 INSUBSTANTIAL TAKING.

In the event of a partial taking or condemnation which takes less than a substantial portion of the Premises or the Building and Tenant determines that the remaining portion will permit Tenant to operate its business on the Premises, with sufficient parking therefore, then Landlord, at Landlord's sole cost and expense, shall proceed with reasonable diligence to restore the Premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, and this Lease shall continue in full force and effect but with a pro rata reduction of rent reasonably acceptable to Landlord and Tenant taking into consideration the nature of the condemnation and its impact on Tenant's business at the Premises.

16.03 COMPENSATION.

In the event of any condemnation, taking or sale as aforesaid, whether whole or partial, Landlord and Tenant shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, or as may be otherwise agreed; except that if the Premises shall be restored as herein provided, Landlord shall first be entitled to recover the costs and expenses incurred in such restoration out of any such award, and the balance shall be allocated as aforesaid. Termination of this Lease shall not affect the right of the respective parties to such awards.

17. INSURANCE.

A. Landlord agrees to carry, during the Term hereof:

(i) All risk property insurance (hereinafter, "Landlord's Property Insurance") covering fire and extended coverage, vandalism and malicious mischief, sprinkler leakage and all other perils of direct physical loss or damage insuring the improvements and betterments located on the Premises, including the Building and all appurtenances thereto (excluding "Tenant's Property" as hereinafter defined) for the full replacement value thereof. Landlord, upon written request by Tenant, shall promptly deliver to Tenant a certificate of Landlord's Liability Insurance.

(ii) Commercial General Liability Insurance (hereinafter, "Landlord's Liability Insurance") on the Premises, naming Tenant as an additional insured providing coverage of not less than One Million Dollars (\$1,000,000.00), combined Bodily Injury and Property Damage Liability.

B. Tenant, at its expense, shall maintain in force during the Term:

(i) Comprehensive general liability insurance, on standard forms, which shall include coverage for personal liability, contractual liability, fire damage legal liability, bodily

injury (including death) and property damage, all on an occurrence basis with respect to the business carried on in or from the Premises and Tenant's use and occupancy of the Premises with coverage for any one occurrence or claim of not less than \$1,000,000.00.

(ii) Fire and extended coverage for at least eighty percent (80%) of the replacement value of Tenant's property (including fixtures, leasehold improvements and equipment) located in the Premises and such other insurance against such other perils and in such amounts as is customary at the time for prudent tenants of properties similar to the Building in the area of the city stated in 1.01A.

All insurance, required to be maintained by Tenant, shall be on terms and with reputable insurers reasonably acceptable to Landlord. Landlord shall be named as an additional insured party, as its interest may appear, in each policy required hereunder. Each policy shall contain a waiver by the insurer of any rights of subrogation or indemnity or any other claim to which the insurer might otherwise be entitled as provided in Section 11.03 and shall also contain an undertaking by the insurer that no material change adverse to Landlord or Tenant will be made, and the policy will not be canceled, except after not less than thirty (30) days' prior written notice to Landlord of the intended change or cancellation. Tenant shall furnish to Landlord, if and whenever requested by it, certificates or other evidences acceptable to Landlord as to the insurance from time to time maintained by Tenant and the renewal or continuation in force of such insurance.

18. SIGNAGE/IDENTIFICATION.

Tenant shall have the right to place exterior signage on the Building near Tenant's entry door fronting Randolph Road. Landlord shall pay for all electrical conduits serving such signage, and Tenant shall pay for all sign faces and permanent housing. All signage shall be approved by Landlord, which approval shall not be unreasonably withheld, and shall meet all applicable sign ordinances.

19. LANDLORD'S RIGHT OF INSPECTION.

Landlord and its agents and representatives shall be entitled to enter upon and inspect the Premises at any time during normal business hours upon prior reasonable notice, provided only that such inspection shall not unreasonably interfere with Tenant's business.

20. ESTOPPEL CERTIFICATE.

Tenant shall from time to time, upon not less than twenty (20) days' prior written request by Landlord or any mortgagee, deliver to Landlord or such mortgagee or ground lessor a statement in writing certifying: (1) that this Lease is unmodified and in full force and effect or, if there have been modifications, that this Lease, as modified, are in full force and effect; (2) the amount of Gross Rent then payable under this Lease and the date to which Gross Rent has been paid; (3) that Landlord is not in default under this Lease or, if in default, a detailed description of

such default(s); (4) that Tenant is or is not in possession of the Premises, as the case may be; and (5) such other information as may be requested.

21. LANDLORD IMPROVEMENTS.

Landlord shall provide, at its sole cost and expense, complete ongoing maintenance of landscaping, covered walkway for sidewalk in front of building and adequate exterior lighting.

22. NOTICES.

Any notice, document or payment required or permitted to be delivered or remitted hereunder or by law shall be deemed to be delivered or remitted, whether actually received or not, (a) when delivered in person, (b) two (2) business days after such item is deposited in the United States mail, postage prepaid, certified or registered, return receipt requested (except for any payment of Gross Rent or other charges required herein which shall be deemed to be remitted, whether actually received or not, two (2) business days after such item is deposited in the United States mail, first class postage prepaid), or (c) one (1) business day after such item is deposited with Federal Express or other generally recognized overnight courier, shipping charges prepaid, addressed to the appropriate party hereto at its address set out below, or at such other address as it shall have theretofore specified by written notice delivered in accordance herewith:

LANDLORD

Donald Renaldo, M.D.
c/o Merit Properties
801 E. Morehead Street
Suite 308
Charlotte, NC 28202
Attn: Bob McGrath

TENANT

Charlotte Radiology, P.A.
1701 East Boulevard
Charlotte, NC 28203
Attention: Mark Jensen

23. REPRESENTATIONS AND COVENANTS OF LANDLORD.

As of the Date of Lease and the Commencement Date, Landlord represents, warrants and covenants to the Tenant as follows:

(a) That Landlord has good and marketable fee simple title to the Premises, possesses full power and authority to deal therewith in all respects and no other party has any right or option thereto or in connection therewith;

(b) That there are no pending or, to the knowledge of Landlord, threatened condemnation proceedings or actions affecting the Premises;

(c) That there are no pending or, to the knowledge of Landlord, threatened actions or legal proceedings affecting the Premises or Landlord's interest therein;

(d) That there are no unpaid special assessments for sewer, sidewalk, water, paving, electrical or power improvements or other capital expenditures or improvements, matured or unmatured;

(e) That Landlord is not aware of any facts or circumstances which would materially adversely affect the use or value of the Premises;

(f) That this Lease and the consummation of the transactions contemplated hereby shall be valid and binding upon Landlord and shall not constitute a default (or an event which with notice or passage of time or both will constitute a default) under any contract to which Landlord is a party or by which it is bound;

(g) That Landlord has not received notice nor has Landlord any knowledge of any violation of any law, regulation, ordinance, order or other requirement of any governmental authority having jurisdiction over or affecting any part of the Premises;

(h) That Landlord is not obligated under any contract, lease or other agreement, written or oral, with respect to the ownership, use, operation or maintenance of the Premises, other than contracts, leases and agreements which have been disclosed to Tenant in writing;

(i) That the use of the Premises in accordance with Paragraph 6 hereof will not violate the terms and provisions of any other lease for space in the Building or any restriction affecting the Premises; and

(j) That, to the knowledge of Landlord, the Premises, (including the land, surface water, ground water, and any improvements) do not contain any underground storage tanks, asbestos, polychlorinated biphenyls (pcb's), radon, urea formaldehyde, substantial amounts of waste or debris, or contamination, including without limitation: (x) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder; (y) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder; and (z) any substance, the presence of which on the Premises is prohibited or regulated in any manner, including, without limitation, special handling or notification of any governmental entity in its collection, storage, treatment or disposal, by any federal, state, or local law, ruling, code, rule, or regulation, similar or dissimilar to those set forth in this Paragraph 25(j). Landlord agrees to defend, indemnify and hold Tenant harmless from any and all claims, losses liabilities or damages incurred by Tenant as a result of the foregoing representations being false or misleading or any environmental problems arising after the Date of Lease caused by or occurring as a result of the act or omissions of Landlord, its agents, contractors or employees.

24. EASEMENT.

Easement. During the Term of this Lease and any Renewal Term, Landlord does hereby grant and convey to Tenant, Tenant's employees, representatives, customers and invitees, a permanent, non-exclusive right-of-way access and parking easement for the purpose of pedestrian and vehicular ingress and egress and parking over all access and entrance drives and over all parking areas of the Building (collectively, the "Easement"), and Landlord agrees not to erect, construct or install any subsequent signage, buildings, or other improvements in the Building or make any changes to the Common Areas of the Building which would materially contradict the depiction of the Building as shown on the Site Plan or would otherwise materially obstruct or diminish the visibility of, or access and proximity to, the Premises from nearby public thoroughfares, intersections, parking areas, and the Common Areas of the Building. During the term of this Lease, Landlord does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular this Easement unto Tenant and its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under Landlord.

25. MISCELLANEOUS.

25.01 EXCLUSIVE.

Landlord agrees not to lease space in the Building to any other tenant whose business competes directly or indirectly with Tenant's business.

25.02 ENTIRE AGREEMENT.

This Lease and the Exhibits attached hereto, which are hereby incorporated by reference, contain the entire agreement between Landlord and Tenant concerning the Premises and there are no other agreements, either oral or written.

25.03 ACCORD AND SATISFACTION.

No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of Rent due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any check or payment of Rent shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or payment of Rent or pursue any other remedies available to Landlord. No receipt of money by Landlord from Tenant after the termination of this Lease or Tenant's right of possession of the Premises shall reinstate, continue or extend the Term.

25.04 BINDING EFFECT.

This Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and permitted assigns.

25.05 FORCE MAJEURE.

Neither party hereto shall be deemed in default with respect to any of the terms, covenants and conditions of this Lease, if such party fails to timely perform same and such failure is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, acts caused directly or indirectly by the other party (or such other party's agents, employees or invitees) or any other cause beyond the commercially reasonable control of the non-performing party; provided, however, that nothing herein shall excuse Tenant's failure to pay Gross Rent or any other charges due to Landlord hereunder.

25.06 CAPTIONS.

The Article and Section captions in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope of intent of such Articles and Sections.

25.07 APPLICABLE LAW.

This Lease shall be construed in accordance with the laws of the state in which the project is located. Jurisdiction and venue for any litigation shall be in state or federal courts located in Charlotte, North Carolina.

25.08 TIME.

Time is of the essence of this Lease and the performance of all obligations hereunder.

25.09 TERMINATION.

In the event this Lease is terminated pursuant to a right to do so herein contained, neither Landlord nor Tenant hereto shall thereafter have any further obligation or liability one to the other, and this Lease shall be of no further force or effect.

25.10 RELATIONSHIPS.

The relationship between Landlord and Tenant is that of landlord and tenant and nothing herein shall be construed to give rise to any other relationship including, without limitation, a creditor and debtor relationship.

25.11 INVALIDITY.

If any term(s), condition(s), covenant(s), clause(s) or provision(s) herein contained shall operate or would prospectively operate to invalidate this Lease in whole or in part, then such term(s), condition(s), covenant(s), clause(s), and provision(s) only shall be held for naught as

though not herein contained, and the remainder of this Lease shall remain operative and in full force and effect.

25.12 COMPLIANCE.

Landlord hereby warrants that the Building complies and shall remain in compliance with all applicable laws and regulations, including, but not limited to Americans with Disabilities Act.

25.13 CORPORATE AUTHORITY.

If Tenant signs this Lease as a corporation, 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, that Tenant is qualified to do business in the state in which the Building is located, that the corporation has full right and authority to enter into this Lease, and that the person(s) signing on behalf of the corporation are authorized to do so.

25.14 ATTORNEYS' FEES.

In the event of litigation between the parties to enforce this Lease, the prevailing party in any such action shall be entitled to recover reasonable costs and expenses of suit, including, without limitation, court costs, attorneys' fees, and discovery costs.

IN WITNESS WHEREOF, this Lease has been executed as of the date set forth in 1.01D hereof.

LANDLORD:

Donald Renaldo, M.D.

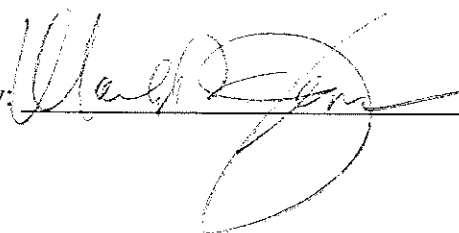
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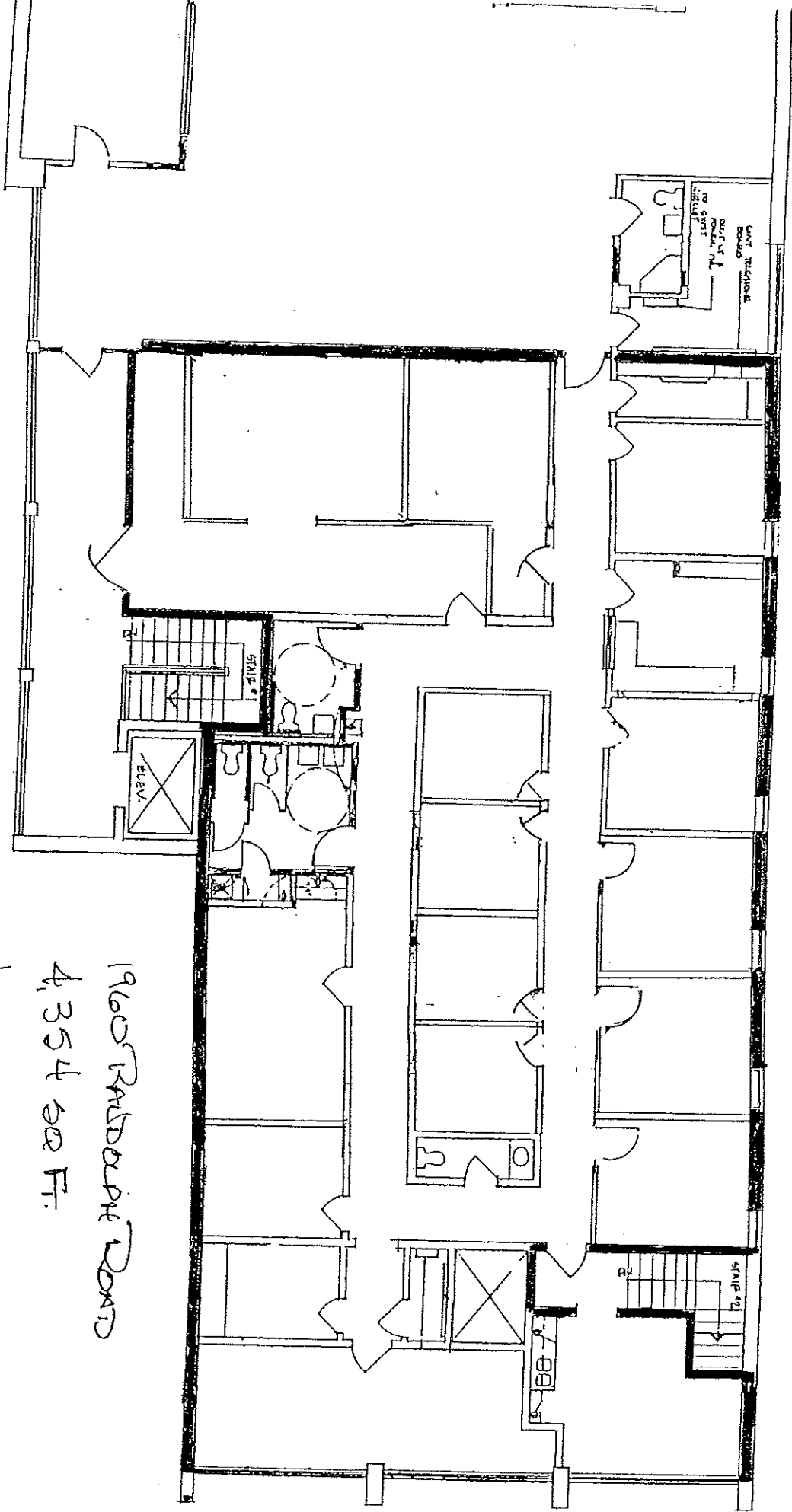
By:  (SEAL)

TENANT:

Charlotte Radiology, P.A.

WITNESS:

By:  (SEAL)



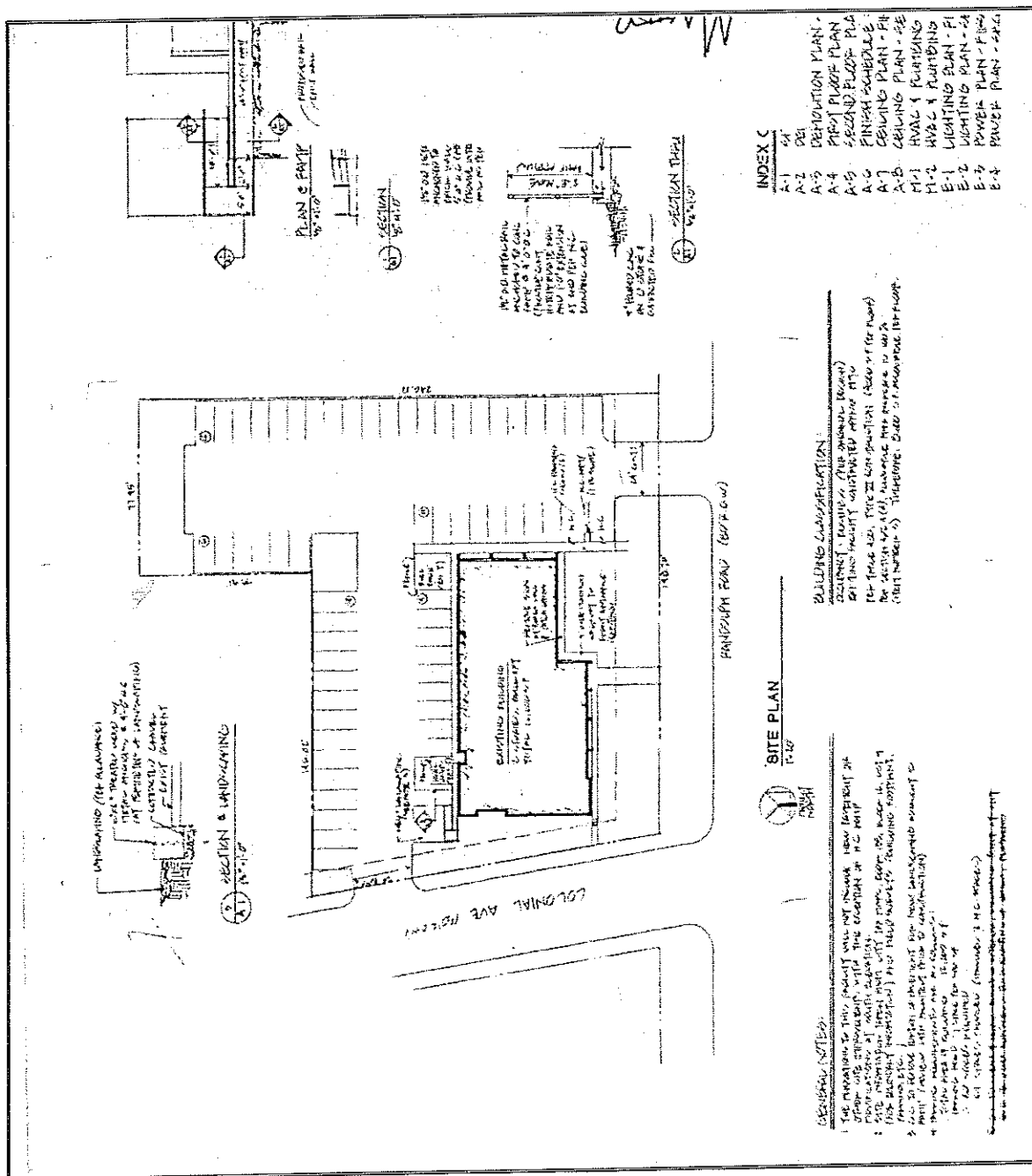


 SECOND FLOOR

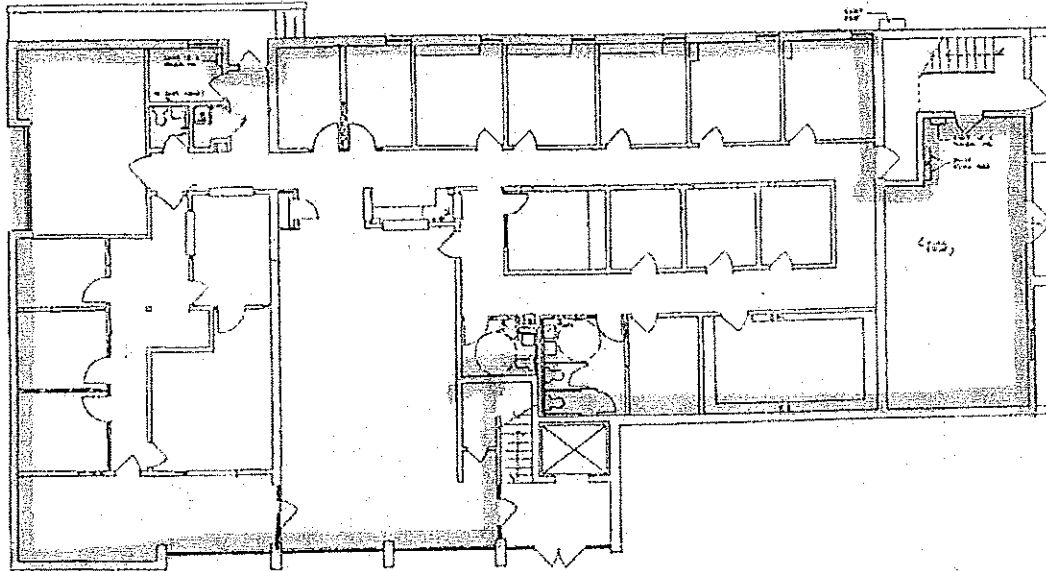
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 4,354 SQ. FT.
 Note: Not To Scale



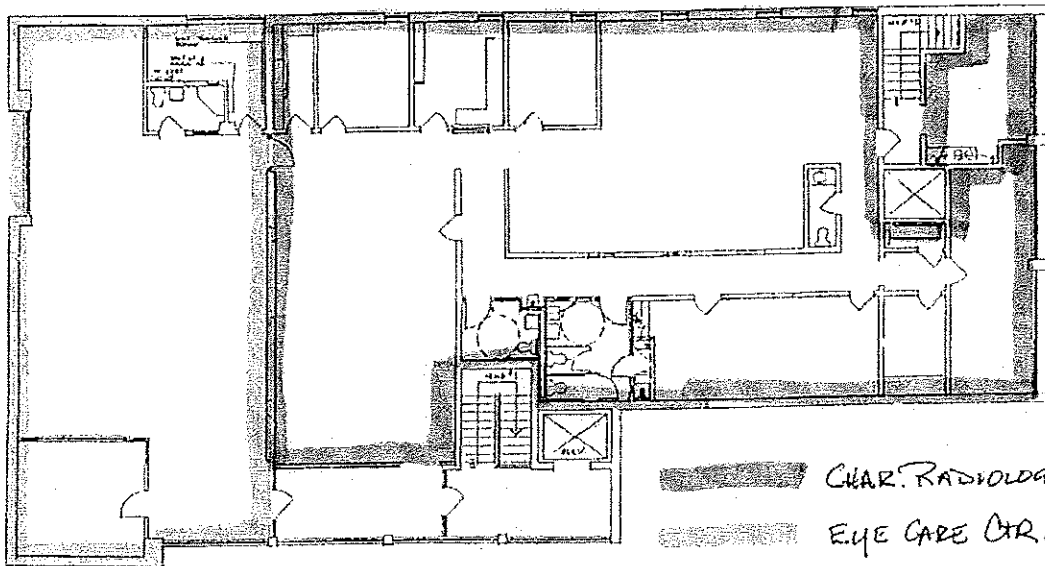
**MEDICAL OFFICE BUILDING
CHARLOTTE, NC**



FLOOR PLAN



FIRST FLOOR
12'-11" x 12'-11"



SECOND FLOOR
12'-11" x 12'-11"

CHAR. RADIOLOGY
EYE CARE CTR.

*Charlotte Radiology, P.A.***LEASE EXTENSION**

This Agreement made this 22nd day of February, 2006 by and between Donald Renaldo, M.D. (hereinafter Landlord) and Charlotte Radiology, P.A. (hereinafter Tenant).

WITNESSETH

WHEREAS, by Lease dated March 20, 2001, Landlord leased to Tenant that property known as 1960 Randolph Road, Suite 200, Charlotte, North Carolina.

WHEREAS, Landlord and Tenant desire to extend the term of said Lease for an additional five (5) year period subject to the terms of this extension.

NOW, THEREFORE, in consideration of the mutual promises set forth below and rents to be paid, Landlord and Tenant agree as follows:

TERM The term of the Lease is hereby extended for an additional period of five (5) years, beginning May 1, 2006 and ending April 30, 2011.

RENTAL Lessee shall pay a base rent on the first day of each month the amount indicated of the following rent schedule:

5/1/06 to 4/30/07	\$8,349.00 per month
5/1/07 to 4/30/08	\$8,603.00 per month
5/1/08 to 4/30/09	\$8,861.00 per month
5/1/09 to 4/30/10	\$9,126.00 per month
5/1/10 to 4/30/11	\$9,399.00 per month

TERMINATION OPTION Tenant shall have the right to terminate this Lease by giving the Landlord at least a nine month written notice of intent to terminate. Tenant shall continue to pay rent and adhere to the terms of the lease until the Landlord finds a replacement tenant, or the termination date, whichever occurs first.

ORIGINAL LEASE Except as herein amended, all other respects of the original Lease shall remain in full force and effect.

IN WITNESS HEREOF, the parties hereto set their hands and seals the day and year written above.

LANDLORDBy: *Donald Renaldo***TENANT**By: *Mark Jensen*

LEASE EXTENSION AND AMENDMENT TO LEASE AGREEMENT

This Lease Extension and Amendment to Lease Agreement (the "Amendment") is made this 27th day of July, 2009 by and between Langtree Ventures, Inc. (hereinafter "Landlord") and Charlotte Radiology, P.A. (hereinafter "Tenant").

WITNESSETH

WHEREAS, by that certain Lease Agreement dated March 20, 2001 (the "Lease"), Donald Renaldo, M.D. leased to Tenant an approximately 4,356 square foot rentable portion of that certain building located at 1960 Randolph Road, Charlotte, NC, said space being located in Suite 200 of said building.

WHEREAS, the original term of the Lease expired on April 30, 2006 and Landlord's predecessor and Tenant entered into that certain Lease Extension (the "Lease Extension") dated February 22, 2006 which extended the Lease term for an additional five (5) years, with the current expiration date of the Lease now being April 30, 2011; and

WHEREAS, Landlord assumed the landlord's interest under the Lease simultaneously with Landlord's acquisition of the property located at 1960 Randolph Road, Charlotte, NC; and

WHEREAS, Landlord and Tenant now desire to further extend the term of the Lease for an additional five (5) year period, all in accordance with the terms and provisions more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth below and rents to be paid, Landlord and Tenant hereby agree to amend the Lease as follows:

TERM: The term of the Lease is hereby extended for an additional period of five (5) years beginning May 1, 2011 and expiring on April 30, 2016.

MONTHLY GROSS RENT: During said extension period, Tenant shall pay a monthly Gross Rent on the first day of each month in the amounts indicated below:

5/1/2011 to 4/30/2012	\$9,680.97
5/1/2012 to 4/30/2013	\$9,971.40
5/1/2013 to 4/30/2014	\$10,270.54
5/1/2014 to 4/30/2015	\$10,578.66
5/1/2015 to 4/30/2016	\$10,896.02

RENEWAL OPTION TERMS: Paragraph 4 of the Lease is hereby deleted in its entirety, it being understood and acknowledged by Landlord and Tenant that Tenant has no further renewal options under the Lease.

TENANT IMPROVEMENT ALLOWANCE: Commencing on May 1, 2011 and thereafter during the extended term of the Lease, Tenant shall have the right to make alterations and improvements to the leased premises in accordance with Paragraph 9 of the Lease. During said period and after the completion of any such permitted alterations and improvements, Landlord shall pay Tenant an improvement allowance in one or more installments in the aggregate amount of up to, but not exceeding, Thirty Thousand Dollars (\$30,000.00) (the "Improvement Allowance"). Each installment of the Improvement Allowance shall be paid by Landlord to

LEASE EXTENSION AND AMENDMENT TO LEASE AGREEMENT

This Lease Extension and Amendment to Lease Agreement (the "Amendment") is made this 27th day of July, 2009 by and between Langtree Ventures, Inc. (hereinafter "Landlord") and Charlotte Radiology, P.A. (hereinafter "Tenant").

WITNESSETH

WHEREAS, by that certain Lease Agreement dated March 20, 2001 (the "Lease"), Donald Renaldo, M.D. leased to Tenant an approximately 4,356 square foot rentable portion of that certain building located at 1960 Randolph Road, Charlotte, NC, said space being located in Suite 200 of said building.

WHEREAS, the original term of the Lease expired on April 30, 2006 and Landlord's predecessor and Tenant entered into that certain Lease Extension (the "Lease Extension") dated February 22, 2006 which extended the Lease term for an additional five (5) years, with the current expiration date of the Lease now being April 30, 2011; and

WHEREAS, Landlord assumed the landlord's interest under the Lease simultaneously with Landlord's acquisition of the property located at 1960 Randolph Road, Charlotte, NC; and

WHEREAS, Landlord and Tenant now desire to further extend the term of the Lease for an additional five (5) year period, all in accordance with the terms and provisions more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth below and rents to be paid, Landlord and Tenant hereby agree to amend the Lease as follows:

TERM: The term of the Lease is hereby extended for an additional period of five (5) years beginning May 1, 2011 and expiring on April 30, 2016.

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5/1/2014 to 4/30/2015	\$10,578.66
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RENEWAL OPTION TERMS: Paragraph 4 of the Lease is hereby deleted in its entirety, it being understood and acknowledged by Landlord and Tenant that Tenant has no further renewal options under the Lease.

TENANT IMPROVEMENT ALLOWANCE: Commencing on May 1, 2011 and thereafter during the extended term of the Lease, Tenant shall have the right to make alterations and improvements to the leased premises in accordance with Paragraph 9 of the Lease. During said period and after the completion of any such permitted alterations and improvements, Landlord shall pay Tenant an improvement allowance in one or more installments in the aggregate amount of up to, but not exceeding, Thirty Thousand Dollars (\$30,000.00) (the "Improvement Allowance"). Each installment of the Improvement Allowance shall be paid by Landlord to

Tenant within thirty (30) days after Tenant's delivery to Landlord of paid invoices or receipts for the applicable work accompanied by final lien waiver affidavits from the general contractor which performed the applicable work. Landlord shall further have the right to inspect the leased premises to verify that the applicable work has been completed. The Tenant shall have no further rights or claims to any unused portion of the Improvement Allowance at the end of the Lease term.

The handwritten paragraph at the end of Paragraph 9 of the Lease relating to Landlord's payment of a portion of the cost to upfit the lobby and requiring Landlord to pay unforeseen costs relating to building codes affecting the Premises and which gives Tenant termination rights under the Lease if Landlord does not pay such unforeseen costs is hereby deleted in its entirety.

WAIVER OF TENANT'S TERMINATION OPTION: The termination option granted to Tenant in the Lease Extension is hereby deleted in its entirety.

NO OTHER AMENDMENTS: Except as herein amended, all other respects of the original Lease, as amended by the Lease Extension, shall remain in full force and effect. Landlord and Tenant hereby confirm and agree that there are no current defaults under the Lease by either party and no current circumstances that, with the passage of time or giving of notice, would constitute a default thereunder.

MISCELLANEOUS: From and after the date hereof, all references to the Lease shall mean and refer to the original Lease, as previously amended by the prior Lease Extension and as further amended by this Amendment. This Amendment may be executed in multiple counterparts, each of which shall be an original copy but together which shall constitute one instrument.

REMAINDER OF PAGE LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officer or Manager, respectively, as of the day and year set forth above.

WITNESS:

LANDLORD: Langtree Ventures, Inc.


By: 
Howard B. Kosofsky, President

WITNESS:

TENANT: Charlotte Radiology, P.A.


By: 
Name: MARK O JENSEN
Title: COO

LEASE EXTENSION AND AMENDMENT TO LEASE AGREEMENT

This Lease Extension and Amendment to Lease Agreement (the "Amendment") is made this 27th day of July, 2009 by and between Langtree Ventures, Inc. (hereinafter "Landlord") and Charlotte Radiology, P.A. (hereinafter "Tenant").

WITNESSETH

WHEREAS, by that certain Lease Agreement dated March 20, 2001 (the "Lease"), Donald Renaldo, M.D. leased to Tenant an approximately 4,356 square foot rentable portion of that certain building located at 1960 Randolph Road, Charlotte, NC, said space being located in Suite 200 of said building.

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WHEREAS, Landlord assumed the landlord's interest under the Lease simultaneously with Landlord's acquisition of the property located at 1960 Randolph Road, Charlotte, NC; and

WHEREAS, Landlord and Tenant now desire to further extend the term of the Lease for an additional five (5) year period, all in accordance with the terms and provisions more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth below and rents to be paid, Landlord and Tenant hereby agree to amend the Lease as follows:

TERM: The term of the Lease is hereby extended for an additional period of five (5) years beginning May 1, 2011 and expiring on April 30, 2016.

MONTHLY GROSS RENT: During said extension period, Tenant shall pay a monthly Gross Rent on the first day of each month in the amounts indicated below:

5/1/2011 to 4/30/2012	\$9,680.97
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5/1/2015 to 4/30/2016	\$10,896.02

RENEWAL OPTION TERMS: Paragraph 4 of the Lease is hereby deleted in its entirety, it being understood and acknowledged by Landlord and Tenant that Tenant has no further renewal options under the Lease.

TENANT IMPROVEMENT ALLOWANCE: Commencing on May 1, 2011 and thereafter during the extended term of the Lease, Tenant shall have the right to make alterations and improvements to the leased premises in accordance with Paragraph 9 of the Lease. During said period and after the completion of any such permitted alterations and improvements, Landlord shall pay Tenant an improvement allowance in one or more installments in the aggregate amount of up to, but not exceeding, Thirty Thousand Dollars (\$30,000.00) (the "Improvement Allowance"). Each installment of the Improvement Allowance shall be paid by Landlord to

Tenant within thirty (30) days after Tenant's delivery to Landlord of paid invoices or receipts for the applicable work accompanied by final lien waiver affidavits from the general contractor which performed the applicable work. Landlord shall further have the right to inspect the leased premises to verify that the applicable work has been completed. The Tenant shall have no further rights or claims to any unused portion of the Improvement Allowance at the end of the Lease term.

The handwritten paragraph at the end of Paragraph 9 of the Lease relating to Landlord's payment of a portion of the cost to upfit the lobby and requiring Landlord to pay unforeseen costs relating to building codes affecting the Premises and which gives Tenant termination rights under the Lease if Landlord does not pay such unforeseen costs is hereby deleted in its entirety.

WAIVER OF TENANT'S TERMINATION OPTION: The termination option granted to Tenant in the Lease Extension is hereby deleted in its entirety.

NO OTHER AMENDMENTS: Except as herein amended, all other respects of the original Lease, as amended by the Lease Extension, shall remain in full force and effect. Landlord and Tenant hereby confirm and agree that there are no current defaults under the Lease by either party and no current circumstances that, with the passage of time or giving of notice, would constitute a default thereunder.

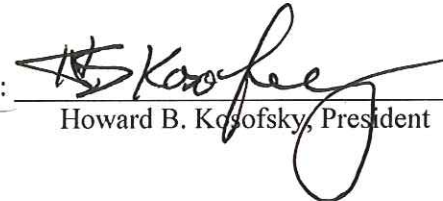
MISCELLANEOUS: From and after the date hereof, all references to the Lease shall mean and refer to the original Lease, as previously amended by the prior Lease Extension and as further amended by this Amendment. This Amendment may be executed in multiple counterparts, each of which shall be an original copy but together which shall constitute one instrument.

REMAINDER OF PAGE LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officer or Manager, respectively, as of the day and year set forth above.

WITNESS:

LANDLORD: Langtree Ventures, Inc.

 By: 
Howard B. Kosofsky, President

WITNESS:

TENANT: Charlotte Radiology, P.A.

 By: 
Name: MARK D. JENSEN
Title: COO