

1960 RANDOLPH ROAD
CHARLOTTE, NORTH CAROLINA

LEASE AGREEMENT

BETWEEN

EYE CARE CLINIC, O.D., P.A.
(Tenant)

AND

DONALD RENALDO, M.D.
(Landlord)

TABLE OF CONTENTS

1. BASIC LEASE PROVISIONS AND IDENTIFICATION OF EXHIBITS.....	1
1.01 BASIC LEASE PROVISIONS.....	1
1.02 IDENTIFICATION OF EXHIBITS.....	2
2. PREMISES AND TERM.....	2
2.01 LEASE OF PREMISES.....	2
2.02 TERM.....	2
3. RENT.....	2
4. RENEWAL OPTION TERMS.....	3
5. SERVICES.....	3
5.01 LANDLORD'S GENERAL SERVICES.....	3
5.02 ADDITIONAL AND AFTER-HOUR SERVICES.....	4
5.03 DELAYS IN FURNISHING SERVICES.....	4
5.04 TELEPHONE.....	4
6. POSSESSION, USE AND ENJOYMENT.....	4
6.01 POSSESSION AND USE OF PREMISES.....	4
6.02 WARRANTY OF TITLE AND QUIET ENJOYMENT.....	5
6.03 COMMON AREAS.....	5
7. MEMORANDUM OF LEASE.....	6
8. ASSIGNMENT AND SUBLETTING.....	6
9. MAINTENANCE.....	7
9.01 LANDLORD'S MAINTENANCE.....	7
9.02 TENANT'S MAINTENANCE.....	7
9.03 MAINTENANCE OF COMMON AREAS.....	8
10. ALTERATIONS AND EQUIPMENT.....	8
10.01 LIENS.....	9
11. WAIVER OF SUBROGATION AND INDEMNITY.....	9
11.01 INDEMNIFICATION.....	9
11.02 WAIVER OF SUBROGATION.....	9
12. EVENT OF DEFAULT.....	10
13. SURRENDER OF PREMISES.....	12
14. HOLDING OVER.....	13
15. DAMAGE BY FIRE OR OTHER CASUALTY.....	13
16. EMINENT DOMAIN.....	14
16.01 SUBSTANTIAL TAKING.....	14
16.02 INSUBSTANTIAL TAKING.....	14
16.03 COMPENSATION.....	14
17. INSURANCE.....	14
18. SIGNAGE/IDENTIFICATION.....	15
19. LANDLORD'S RIGHT OF INSPECTION.....	16
20. ESTOPPEL CERTIFICATE.....	16
21. TENANT'S CONSTRUCTION AND TENANT IMPROVEMENT ALLOWANCE.....	16

22. LANDLORD IMPROVEMENTS.....	16
23. RIGHT OF FIRST REFUSAL TO LEASE ADDITIONAL SPACE.	17
24. NOTICES.....	17
25. REPRESENTATIONS AND COVENANTS OF LANDLORD.	17
26. EASEMENT.	19
27. MISCELLANEOUS.	19
27.01 EXCLUSIVE.	19
27.02 ENTIRE AGREEMENT.....	19
27.03 ACCORD AND SATISFACTION.....	20
27.04 BINDING EFFECT.	20
27.05 FORCE MAJEURE.	20
27.06 CAPTIONS.	20
27.07 APPLICABLE LAW.	20
27.08 TIME.....	20
27.09 TERMINATION.....	21
27.10 RELATIONSHIPS.....	21
27.11 INVALIDITY.	21
27.12 COMPLIANCE.....	21
27.13 CORPORATE AUTHORITY.	21
27.14 ATTORNEYS' FEES.	21

Exhibits

- A. Sketch of the Premises
- B. Subordination, Attornment and Non-Disturbance Agreement
- C. Memorandum of Lease

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
1505 East 4th Street
Charlotte, NC 28204
Attn: Bob McGrath

C. TENANT AND CURRENT ADDRESS:

Eye Care Clinic, O.D., P.A.
130 Providence Road
Charlotte, NC 28207

D. DATE OF LEASE: _____

E. LEASE TERM: Seven (7) years from the Commencement Date (hereinafter defined).

F. COMMENCEMENT DATE: February 1, 1999

G. EXPIRATION DATE OF INITIAL TERM: January 14, 2006

H. INITIAL TERM MONTHLY GROSS RENT:

<u>Year</u>	<u>Per Square Foot</u>	<u>Monthly</u>
1	\$20.00	\$13,750.00
2	\$20.50	\$14,093.75
3	\$21.00	\$14,437.50
4	\$22.00	\$15,125.00
5	\$23.00	\$15,812.50
6	\$24.00	\$16,500.00
7	\$24.75	\$17,015.60

I. RENTABLE AREA OF THE PREMISES: 8,250 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

EXHIBIT B – Subordination, Attornment and Non-Disturbance Agreement

EXHIBIT C – Memorandum of Lease

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, privilege and easement for the term of this Lease to utilize parking areas for at least fifty-six (56) automobiles, 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. A late charge of Five Hundred Dollars (\$500.00) will be assessed on monthly installments of Gross Rent not received by Landlord prior to the tenth (10th) day of each month and within Twenty-Four (24) hours after notice to Morris F. Sheffer, O.D.

4. RENEWAL OPTION TERMS.

Tenant shall have the right to renew this Lease for one (1) additional seven (7) year period (the "Renewal Term") upon written notice to Landlord one hundred twenty (120) 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 rental value, both parties agree to allow a qualified third party appraiser mutually selected by the parties to determine such rental value. If Tenant and Landlord are unable to mutually agree upon a qualified third party appraiser then each party shall select an appraiser and those two selected appraisers shall each independently determine the fair market rental value of the Premises. If the values determined by the appraisers vary by less than 15%, then the rental during the Renewal Term shall be the average of the two values. In the event the values determined by the two appraisers vary by more than 15%, the two appraisers, by mutual consent, shall select a third appraiser. The third appraiser so selected shall independently determine a fair market rental value of the Premises. The rental value for the Renewal Term shall then be the average of the third appraiser's value and the value closest to that of the third determined by the initial appraisers.

During the period of arbitration, rent would continue to be paid at the existing rate. The arbitrated rate shall be retroactive to the commencement of the Renewal Term. Any adjustments to the rent paid during the arbitration period of the Renewal Term would be paid in full within 30 days of the arbitrator's decision.

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 consistent with first class office buildings five (5) days a week, on the following days: Monday, Tuesday, Wednesday, Thursday and Saturday. Tenant shall provide the Landlord with reasonably prompt notice of the existence of snow or ice in the Common Areas.

5.02 ADDITIONAL AND AFTER-HOUR SERVICES.

Upon Tenant's request, Landlord shall furnish at Landlord's reasonable discretion 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 untenantable for a period of seventy-two (72) consecutive hours and Tenant does not occupy the Premises due to such untenantability, then, commencing upon the inception of said 72-hour period, Gross Rent due shall abate for the duration of such untenantability 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 27.05 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 an optometric practice and any other eye care related business or services. 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.

C. For each lien existing of record on the Commencement Date, Landlord agrees to deliver to Tenant within thirty (30) days after the Commencement Date, a Subordination, Attornment and Non-Disturbance Agreement executed by any such lienholder substantially in the form attached hereto as Exhibit B. If Landlord shall fail to provide such Subordination, Attornment and Non-Disturbance Agreement within the time period allotted, Tenant shall have the option to terminate this Lease at any time thereafter.

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. MEMORANDUM OF LEASE.

A short form memorandum of this Lease, substantially in the form attached hereto as Exhibit C, shall be executed by Landlord and Tenant contemporaneously with the execution of this Lease and shall be filed of record.

8. 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.

9. MAINTENANCE.

9.01 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.

9.02 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.

9.03 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. Landlord hereby agrees that the number of parking spaces will never be less than 56 spaces. Landlord further allows all tenants of the Building to designate employee parking areas to the rear of the building.

10. 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 ten (10) 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 ten (10) 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.

10.01 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 to the extent such lien or claim is a result of Landlord's failure to pay (i) the Contractor of Tenant pursuant to Paragraph 21 hereof or (ii) for Landlord's Improvements pursuant to Paragraph 22 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 or late charge 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 therefor; 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.

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 (unless Tenant exercises its renewal option hereunder) 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; provided however, during the hold over period, Gross Rent shall increase by 20% of the then Gross Rent rate.

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 therefor), 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 therefor, 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 Two Million Dollars (\$2,000,000.00), 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 \$2,000,000.00.

(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 the following exterior signage on the Building: (i) wall signage near Tenant's entry door fronting Randolph Road, (ii) wall signage fronting Colonial Avenue and (iii) a monument type sign near the frontage streets. Landlord shall pay for all electrical conduits serving such signage, and Tenant shall pay for all sign faces and permanent housing; however, Landlord has the option of paying Tenant approximately 33% of the cost for said permanent housing incurred by Tenant in connection with the installation of the aforementioned types of signage. Such cost is approximately 33% due to Tenant leasing approximately 67% of the Building. Should Tenant not receive such pro rata reimbursement by Landlord within fifteen (15) days following request therefor, then Tenant shall have the right to use 100% of the aforementioned signage. In the event Landlord reimburses Tenant such cost, other tenants in the Building shall have the right to the use such proportionate share of the

signage. All signage shall be approved by Landlord, which approval shall not be unreasonably withheld, and shall meet all applicable sign ordinances. Tenant shall obtain all governmental permits required for such signage.

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. TENANT'S CONSTRUCTION AND TENANT IMPROVEMENT ALLOWANCE.

Prior to the Commencement Date, Tenant shall construct upon the Premises with all reasonable diligence, in a good and workmanlike manner certain improvements to upfit the Premises for Tenant's intended use of the Premises to operate an optometric practice. Upon the execution of this Lease, Tenant and its agents shall have unlimited access to the Premises to perform the upfit of the Premises. Landlord shall provide \$123,750.00 (\$15.00 per square foot of rentable space) as Tenant improvement allowance. Such allowance is to be paid directly, from time to time during the upfit period, to the Contractor selected by Tenant upon receipt of Contractor's invoice for costs associated with the upfit of the Premises. Such invoices shall be paid promptly within fifteen (15) days of receipt by Landlord.

22. LANDLORD IMPROVEMENTS.

Landlord shall provide, at its sole cost and expense, complete overhaul of landscaping (landscape plans to be reviewed by Tenant; landscape work to include removal of the existing Magnolia tree adjacent to Building along Colonial Avenue) (the "Landlord's Improvements") and ongoing maintenance of landscaping, covered walkway for sidewalk in front of building, above front door "eye-catching" feature, (Tenant to provide Landlord with design ideas), pressure wash exterior sidewalks and building, replace brown metal clad portion of exterior (excluding replacement of existing window mullions), install new roof, provide adequate exterior

lighting, upgrade floor tile at front door entrance, and install new portion of sidewalk (approximately 11 ft. long at an angle) connecting the existing sidewalks from the parking lot to front door). Landlord will spend no less than \$15,000, excluding the roof cost. If Landlord shall not have completed Landlord's Improvements on or prior to December 15, 1998, subject to the Fore Majeure provisions of Paragraph 27.05 hereof, then tenant, at its sole option, shall have the right to cancel and terminate this Lease by delivery of written notice to Landlord within 30 days after the above referenced date, in which event neither party shall have any further liabilities or obligations hereunder.

23. RIGHT OF FIRST REFUSAL TO LEASE ADDITIONAL SPACE.

Should additional space in the Building become available for lease during the Initial Term or any Renewal Term of Tenant's lease, Tenant shall have the right of first refusal to lease such space. Landlord shall give Tenant written notice of availability and Tenant shall have twenty (20) days from receipt of such notice to notify Landlord of its intention to exercise its right to lease additional space at current market rates at the then current market tenant improvements dollars.

24. 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
1505 East 4th Street
Charlotte, NC 28204
Attn: Bob McGrath

TENANT

Eye Care Clinic, O.D., P.A.
1960 Randolph Road
Charlotte, NC 28207
Attn: Morris F. Sheffer, O.D.

25. 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.

26. 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. Landlord further agrees to provide this Easement as a part of the Memorandum of Lease to be recorded pursuant to Paragraph 7 hereof.

27. MISCELLANEOUS.

27.01 EXCLUSIVE.

Landlord agrees not to lease space in the Building to any other person or entity in the business of providing any type of eye care or eye care related services, including without limitation any optometrist, ophthalmologist, optician or any business which sells eyeglasses or contact lenses or performs eye surgery.

27.02 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.

27.03 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.

27.04 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.

27.05 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.

27.06 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.

27.07 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.

27.08 TIME.

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

27.09 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.

27.10 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.

27.11 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.

27.12 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.

27.13 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.

27.14 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.

WITNESS:

Lori McKinley

By: Donald Renaldo (SEAL)

TENANT:

Eye Care Clinic, O.D., P.A. (SEAL)

WITNESS:

Brynn Ward

By: [Signature]

LIMITED GUARANTY OF LEASE

In consideration of the making of the within lease by Landlord, DONALD RENALDO, M.D., the terms and conditions of which Lease are hereby incorporated by reference as if more fully set forth herein, and of the sum of \$1.00 paid by the Landlord to the undersigned, receipt of which is acknowledged, the undersigned hereby unconditionally guarantees to the Landlord, its successors and assigns, the payment by Tenant, EYE CARE CLINIC, O.D., P.A. its successors and assigns of all rents fixed in the within lease and, upon any default by Tenant and written demand by Landlord, agrees to pay all Gross Rents due Tenant under this lease or any renewal, modifications, assignment, subletting, extension or expansion thereof. This guaranty is absolute and unconditional and shall not be affected or diminished by an assignment of the attached lease or subletting of the Premises, the rights herein granted shall be in addition to any rights of the Landlord against the Tenant, shall exist regardless of and re-entry of the Premises by the Landlord and shall not be waived by any failure on the part of the Landlord to assert rights or remedies against the Tenant. The Guarantor hereby warrants that he has a financial interest in the Tenant aforesaid. Landlord is hereby required to seek in good faith to recover all amounts due from Tenant for a period of thirty (30) days after the occurrence of a default under the Lease and the expiration of all applicable cure periods, prior to instituting an action against Guarantor.

Notwithstanding anything herein to the contrary, the liability of the Guarantor arising under this Guaranty is limited to the amount of scheduled rent due during the first four (4) years of the Initial Term and shall terminate on December 31, 2003. Provided however, in the event the Tenant subleases the Premises or assigns the Lease to an entity that is not controlled by the Guarantor, this Guaranty shall remain in full force and effect for the term of such sublease or assignment.

If at any time or times hereafter Landlord employs counsel to pursue collection, to intervene, to sue for enforcement of the terms hereof or the Lease or to file a petition, complaint, answer, motion or other suit or proceedings relating to this Guaranty of Lease or the Lease, and provided Landlord is the prevailing party in any such action, then in such event, all of the reasonable attorney's fees relating thereto shall be an additional liability of the undersigned to Landlord, payable on demand.

In the testimony whereof, this guaranty has been duly executed under seal as of the same day and year as the lease to which this guaranty is attached.

Guarantor:

Morris F. Sheffer, O.D.

(SEAL)

Address:

1960 Randolph Rd.
Charlotte, N.C. 28207

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Dorothy Strickland, a Notary Public for said County and State do hereby certify that Morris F. Sheffer personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 8 day of Oct, 1998.

[Signature]

Notary Public

My Commission Expires:

EXHIBIT A
SKETCH OF PREMISES

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 199_, by and between EYE CARE CLINIC, O.D., P.A. hereinafter called "Tenant", and _____, hereinafter called "Lender".

WHEREAS, Tenant is the Tenant under that certain Lease Agreement (“Lease”) dated _____ between Tenant and Donald Renaldo, M.D. (“Borrower”), as landlord, covering certain real property located in the City of Charlotte, the County of Mecklenburg, State of North Carolina, more fully described in Schedule I attached hereto and made a part hereof (the “Premises”). The Premises constitute part of a building locally known as _____ and more particularly described on Schedule II (the “Building”).

WHEREAS, Lender is willing to make the requested mortgage loan, provided Tenant executes this Agreement.

WHEREAS, Lender has made a mortgage loan to Borrower secured by a deed of trust from Borrower to Lender (the "Mortgage"), covering the Premises.

AGREEMENT:

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1. The Lease and the estate conveyed thereby are and shall at all times continue to be subject and subordinate in all respects to the Mortgage and to all renewals, modifications and extensions thereof, subject to the terms and conditions hereinafter set forth in this Agreement.

2. So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the other terms, covenants or conditions of the Lease on Tenant's part to be performed, Tenant's possession under the Lease and Tenant's rights and privileges thereunder or under any extensions or renewals thereof which may be effected in accordance with any option therefor contained in the Lease, shall not be diminished or interfered with by Lender under any circumstances and Tenant's occupancy shall not be disturbed by Lender during the term of the Lease or any extensions or renewals thereof. Lender will be bound by the terms of the Lease, and will not join Tenant as a party defendant in any foreclosure proceeding taken by Lender.

3. If the interests of Borrower shall be acquired by Lender by reason of foreclosure of the Mortgage or other proceedings brought to enforce the rights of the holder of the Mortgage, by deed in lieu of foreclosure or by any other method and Lender succeeds to the interests of Borrower under the Lease, the Lease and the rights of Tenant thereunder shall continue in full force and effect and shall not be terminated or disturbed except in accordance with the terms of the Lease. Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefore contained in the Lease, with the same force and effect as if Lender were the landlord under the Lease and Tenant does hereby attorn to Lender, as its landlord, said attornment to be effective and self-operative without the execution of any other instruments on the part of either party hereto, immediately upon Lender's succeeding to the interest of Borrower under the Lease, provided, however, that Tenant shall be under no obligation to pay rent to Lender until Tenant receives written notice from Lender that it has succeeded to the interests of Borrower under the Lease. The respective rights and obligations of Tenant and Lender upon such attornment, to the extent of the then remaining balance of the term of the Lease and any extensions or renewals, shall be and are the same as now set forth in the Lease, it being the intention of the parties hereto for this purpose to incorporate the Lease into this Agreement by reference, with the same force and effect as if set forth at length herein.

4. If Lender shall succeed to the interests of Borrower under the Lease, Lender shall be bound to Tenant under all of the terms, covenants and conditions of the Lease and Tenant shall have the same remedies against Lender for the breach of any agreement contained in the Lease that Tenant might have had under the Lease against Borrower if Lender had not succeeded to the interests of Borrower; provided further, however, that Lender shall not be:

(a) Liable for any act or omission of any prior landlord (including Borrower); or

(b) Bound by any rent which Tenant might have paid for more than one (1) month in advance to any prior landlord (including Borrower); or

(c) Bound by any amendment or modification of the Lease made without Lender's consent.

5. This Agreement may not be modified orally or in any other manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. Tenant further agrees to send to Lender at the following address copies of those notices given to Borrower pursuant to the terms of the aforesaid Lease which relate to Borrower's or Tenant's default, insurance, casualty and condemnation matters at the same time such notice is given to Borrower:

Attention: _____

This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, successors and assigns, it being expressly understood that all references herein to Lender shall be deemed to include not only Lender, but also its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

TENANT:

EYE CARE CLINIC, O.D., P.A.

By: _____
Name: _____
Title: _____

LENDER:

By: _____
Its: _____

Date: _____

ACKNOWLEDGMENT

STATE OF _____ §
COUNTY OF _____ §
§

This instrument was acknowledged before me on this ____ day of _____, 199_, by _____, _____ of EYE CARE CLINIC, O.D, a _____ on behalf of said _____.

NOTARY PUBLIC, STATE OF NORTH CAROLINA

STATE OF _____

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this ____ day of _____, 199_, by _____, _____ of _____, a _____, on behalf of said _____.

NOTARY PUBLIC, STATE OF _____

My Commission Expires:

AFTER RECORDING, RETURN TO:

EYE CARE CLINIC, O.D., P.A.

SCHEDULE I
Premises

SCHEDULE II
Building

STATE OF _____ §
COUNTY OF _____ §

WITNESSETH:

During the term of this Lease, including any Renewal Terms, 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 (i) pedestrian and vehicular ingress and egress and parking over all access and entrance drives and over all parking areas of the Land (collectively, the "Easement"), and Landlord agrees not to erect, construct or install any subsequent signage, buildings, or other improvements on the Land or make any changes to the Common Areas of the Building which would materially obstruct or diminish the visibility of, or access and proximity to, the Premises from nearby public thoroughfares, intersections, parking areas. 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.

This Memorandum of Lease is not intended to alter or supersede the Lease, and in the event of any conflict between this Memorandum of Lease and the Lease, the provisions of the Lease shall control.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Memorandum of Lease to be effective as of the latest of the dates set forth below.

LANDLORD:

DONALD RENALDO, M.D.

Date: _____

TENANT:

EYE CARE CLINIC, O.D., P.A.

By: _____

Name: _____

Title: _____

Date: _____

LANDLORD'S ADDRESS:

Donald Renaldo, M.D.

Attn: _____

TENANT'S ADDRESS:

Eye Care Clinic, O.D., P.A.

Attn: _____

PREPARED BY AND AFTER RECORDING, RETURN TO:

Moore & Van Allen (GGS)
100 N. Tryon Street, 47th Floor
Charlotte, North Carolina 28202-4003

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA §

§

COUNTY OF MECKLENBURG §

This instrument was acknowledged before me on this ____ day of _____, 199__,
by _____ of EYE CARE CLINIC, O.D., P.A. a
_____, on behalf of said _____.

NOTARY PUBLIC, STATE OF NORTH CAROLINA

My Commission Expires:

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 199____,
by DONALD RENALDO, M.D., _____ of _____, a
_____.

NOTARY PUBLIC, STATE OF _____

My Commission Expires:

(Eye Optix Lease)

LEASE EXTENSION

This Agreement made this 29th day of July, 2005 by and between DONALD RENALDO, M.D. (hereinafter Landlord) and EYE CARE CLINIC, O.D., P.A. (hereinafter Tenant).

WITNESSETH

WHEREAS, by Lease dated October 4, 1998, Landlord leased to Tenant that property known as 1960 Randolph Road, Suite 100, Charlotte, North Carolina.

WHEREAS, Landlord and Tenant desire to extend the term of said Lease for an additional seven (7) 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 seven (7) years, beginning February 1, 2006 and expiring on January 31, 2013.

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

2/1/06 to 1/31/08	\$17,015.60
2/1/08 to 1/31/09	\$17,531.25
2/1/09 to 1/31/10	\$18,046.88
2/1/10 to 1/31/11	\$18,562.50
2/1/11 to 1/31/12	\$19,112.50
2/1/12 to 1/31/13	\$19,696.88

UPFIT ALLOWANCE Landlord hereby allows Tenant a rent credit in the total amount of \$57,750.00 to be applied as follows:

August, 2005	\$17,015.60
September, 2005	\$8,147.00
October, 2005	\$8,147.00
November, 2005	\$8,147.00
December, 2005	\$8,147.00
January, 2006	\$8,146.40

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.

WITNESS

LANDLORD

By: _____

Donald Renaldo, M.D.

WITNESS

Gray Piquet

TENANT

By: _____

Morris Sheffer, O.D.

LEASE EXTENSION

This Agreement made this 4th day of September, 2008 by and between 1960 Randolph Road, LLC (hereinafter "Landlord") and Eye Care Clinic, O.D., P.A. d/b/a Eye Optix (hereinafter "Tenant").

WITNESSETH

WHEREAS, by Lease dated October 4, 1998, Landlord leased to Tenant that property known as 1960 Randolph Road, Suite 100, Charlotte, N.C.

WHEREAS, Landlord and Tenant desire to extend the term of the said Lease for an additional one (1) 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 one (1) year beginning February 1, 2013 and expiring on January 31, 2014.

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

2/1/2013 to 1/31/2014 \$20,287.79

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 here to set their hands and seals the day and year written above.

WITNESS:

LANDLORD: 1960 Randolph Road, LLC



By: _____

J. William Whitley, Manager

WITNESS:

TENANT: Eye Care Clinic, O.D., P.A.
d/b/a Eye Optix



By: _____

Morris Sheffer, O.D.