COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and entered into as of <u>January 1st</u>, 2020 by and between Minglewood Medical Imaging Management Company, a Vermont corporation with its principal place of business at 4 Baycrest Drive, South Burlington, Vermont 05403 ("Landlord") and Vermont Open MRI, LLC, a Vermont corporation with its principal place of business at 3000 Williston Road, South Burlington, Vermont 05403 ("Tenant").

RECITALS

- A. Landlord is in the process of acquiring certain lands and premises located at 3000 Williston Road, South Burlington, Vermont (the "Property").
- B. Upon its acquisition of the Property, Landlord will make available for lease to Tenant the premises at the Property designated as Suite B, consisting of approximately 4300 square feet the "Leased Premises".
- C. Landlord and Tenant wish to enter into this Lease in contemplation of Landlord's acquisition of the Property, with an effective date as of the date of Landlord's purchase of the Property (the "Commencement Date").

NOW THEREFORE, in consideration of the sums to be paid and the covenants and agreements set forth herein, the sufficiency of which said consideration is acknowledged, the parties hereby agree as follows:

- 1. Leased Premises. Landlord hereby rents and leases to Tenant, and Tenant hereby rents and leases from Landlord, the Leased Premises for the term and rental payments and subject to the conditions and provisions contained in this Lease.
- 2. Term of Lease. This Lease is for a term of five (5) years to commence on the Commencement Date (the "Initial Term"), and expire five (5) years after the Commencement Date, unless it shall sooner terminate as provided herein.
- **2.1 Early Termination.** Notwithstanding the foregoing, the Tenant may terminate this Lease after the first year of the Initial Term upon (i) providing one hundred and twenty (120) days written notice to Landlord and (ii) paying Landlord a termination fee by certified check in the amount of six thousand two hundred and twenty-two dollars (\$4220.00).

3. Rental Payments and Additional Payments.

- **3.1 Base Rent.** The base rent for Suite A during the term of this Lease shall initially be eleven dollars and fifty cents per square foot (\$11.50/SF), totaling \$49,450.00 annually and payable monthly in the amount of \$4120.83 per month on the first (1st) day of each month beginning January 1st, 2020 (the "Suite B Base Rent").
- **3.2 Security Deposit.** Tenant shall pay to Landlord a security deposit equal to one month's Base Rent for each Suite (the "Security Deposit"). Landlord shall place the Security Deposit in a non-interest bearing account for the duration of the Lease.
- **3.3 Annual Escalation.** The Base Rent provided for in Section 3.1 above will be increased annually by 3% during the Term of this Lease.

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- **3.4 Triple Net.** It is the intention and agreement of the parties that this Lease shall in all respects be a triple net lease ("Triple Net") whereby the Tenant agrees to pay all real estate taxes, building insurance, as well as maintenance on the Lease Premises in addition to the Base Rent of each Suite as set forth in Section 3.1 herein and any normal costs that are expected under this Lease.
- (a) Triple net shall be estimated annually and reconciled to actuals on the first (1st) day of March of each year beginning March 1st, 2021. The Triple Net for year 2020 is estimated at six dollars and forty-seven cents per square foot (\$6.47/SF), totaling \$27,821 annually and shall be paid monthly in the amount of \$2,318.42 per month together with the Base Rent.
- Total Rental Payment Due; Manner of Payment; Late Payment Charge. The total 3.5 rental payment due under this Lease shall be the aggregate Base Rent, Triple Net and other payments referred to herein. Except as otherwise provided herein, each monthly installment shall be paid, without deduction, setoff, prior notice, or demand, in advance on the first day of each month and shall continue thereafter on the first day of each month in consecutive monthly payments throughout the term of this Lease. All rental payments shall be made payable to Landlord and delivered to Landlord at its address as set forth herein, or to such other address or agent of Landlord as Landlord may specify in writing to Tenant. In the event any monthly installment is not paid to Landlord within ten (10) days of its due date, Tenant shall pay to Landlord a late charge equal to five percent (5%) of the overdue amount as an agreed upon liquidated damage payment resulting from such late payment. Any forbearance by Landlord in collecting the late payment charge for an overdue monthly installment shall not constitute a waiver of any subsequent late payment charges to which Landlord is entitled hereunder. No payment by Tenant or receipt by Landlord of a lesser amount than the total rental payment as set forth herein shall be deemed to be other than a payment on account, and no endorsement or statement on any check or other communication accompanying a check for payment of any amounts payable hereunder shall be deemed an accord and satisfaction, and Landlord may accept such check as partial payment without prejudice to Landlord's right to recover the balance of any sums owed by Tenant hereunder or to pursue against Tenant any additional remedies available under this Lease or provided at law or equity.
- **4. Utilities and Services**. Tenant shall pay Landlord for electric and gas each month at the rate of Two Dollars and Fifty Cents per square foot (\$2.50/SF) based on the Tenant's square feet for the Leased Premises. However, at Landlord's option, Landlord may meter each Suite separately, in which case Tenant shall be responsible to pay time meters directly to vendor.
- **4.1 Carpet Cleaning.** Landlord shall professionally clean the carpet situated in Suite A coordinated with Tenant's occupancy.
- **4.2 Other Utilities and Services.** Tenant shall pay all costs and charges for utilities and services not specified in Section 4 and Section 4.1 herein that are for the use and benefit of Tenant, including but not limited, shades, window treatments, security, specialty locking hardware, appliances, IT, telephone and internet service, and all other costs and charges related to the use, occupancy and operation of the Leased Premises. Any existing accounts of Landlord with respect to utilities and services referenced in this Section 4.2 shall be transferred to Tenant.
- 5. Use of Leased Premises. Tenant's use of the Leased Premises shall be subject to the following conditions and restrictions, all of which are essential provisions in this Lease to ensure that the Leased Premises is utilized as first-rate commercial space:
- **5.1 Specific Use of the Leased Premises.** Tenant shall use and occupy the Leased Premises as a clinical and wellness office space.

- **5.2** General Compliance with Laws and Conditions. Tenant shall not engage in or allow any activities on the Leased Premises that would be illegal. Tenant shall at all times comply with all statutes, rules, regulations, laws, ordinances, and other legal requirements governing or applicable to the use and condition of the Leased Premises.
- **5.3 Signs.** Tenant shall have the right to install one or more signs on the Leased Premises which are permitted by applicable zoning ordinances and building standards. Tenant shall be responsible for payment and the obtaining of necessary permission from governmental authorities or adjoining owners and occupants to place or construct signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

6. Maintenance, Repairs and Upkeep of Leased Premises.

- 6.1 Tenant shall at Tenant's sole expense keep and maintain the Leased Premises in good order and repair at all times. Tenant's obligation to keep and maintain the Leased Premises in good order and repair shall include keeping the Leased Premises in a clean and sanitary condition; arranging for prompt and regular removal of trash and rubbish; cleaning and maintaining all windows, doors, and leasehold improvements; maintaining and repairing the mechanical systems at the Leased Premises, including without limitation the electrical, plumbing, HVAC, sprinklers, water and sewer systems; and the regular upkeep and maintenance, and the repair and replacement when necessary, of the floors, walls, and ceiling surfaces, including cleaning and repainting as necessary to keep and maintain the Leased Premises in a good, clean, and well kept condition.
- 6.2 Landlord shall be responsible, at its expense, for major repairs to and the replacement of the structural elements of the building at the Property, the mechanical systems servicing the Property and the roof of the building at the Property. Tenant shall at once report in writing to the Landlord any defective condition that adversely affects the Tenant with respect to the structural elements, the building and mechanical systems and the roof of the building at the Leased Premises that the Landlord is required to repair, and Landlord shall repair such items at its expense within a reasonable period of time of such notice being given.
- **Representation and Warranties.** Each party represents and warrants to the other that it has not: (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors; or (iii) suffered the appointment of a receiver to take possession of all or substantially all of its assets.
- 8. Renovations and Alterations. Tenant shall at Tenant's own cost and expense be allowed to construct and install all such renovations, alterations, fixtures, leasehold improvements, and other betterments (collectively referred to as "Leasehold Improvements") within the Leased Premises as Tenant determines to be necessary or beneficial for the conduct of Tenant's business operations, subject to the conditions set forth hereinafter. Installation and construction of all Leasehold Improvements, including but not limited to paint color and wall hanging devices other than standard nails, shall be done in a high quality, good and workmanlike manner and shall require the prior review, approval, and consent of Landlord. All fixtures, furniture, equipment, and other leasehold improvements that do not become permanently affixed to and incorporated in the building structure shall remain the sole property of Tenant and shall be removed by Tenant at its expense upon expiration or termination of this Lease. Following removal, Tenant shall repair any damages at its expense, with all cleaning, patching, painting, and repair work as is necessary to return the Leased Premises to good, clean, and well-kept condition, reasonable wear and tear excepted, ready for use or leasing by Landlord. Any Leasehold Improvements that are installed in and become permanently affixed to and a part of the Leased Premises, including but not

limited to floor carpeting, lighting fixtures, built-in cabinets, display cases, and storage areas, shall remain as part of the Leased Premises and become the sole property of Landlord upon expiration or termination of this Lease, without credit or compensation to Tenant therefor.

9. Freedom from Liens. Tenant shall not cause, allow, or permit any contractor's lien, mechanic's lien, attachment, leasehold mortgage, or other encumbrance to be placed or filed against the Leased Premises or Property by reason of work, materials, labor or services supplied to Tenant or for the benefit of the Leased Premises. Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request by Landlord, express or implied, to any contractor, subcontractor, laborer, supplier, or other person or entity for the performance of any labor or the furnishing of any materials for any renovation, alteration, improvement, repair, or construction of any building, structure, or improvement on the Leased Premises. If any such lien should be filed or placed against the Leased Premises or Property at any time or for any reason, Tenant shall take all necessary actions and expend all necessary funds to cause such lien to be released and discharged of record within twenty (20) days after the date of filing or recording thereof.

10. Insurance.

10.1 Liability Insurance.

- (a) Tenant, at Tenant's own cost and expense, will maintain a policy or policies of commercial general liability insurance (or its equivalent) insuring Landlord and Tenant against all claims or demands for personal injuries to or death of any person, and damage to or destruction or loss of Leased Premises, which may or may be claimed to have occurred on the Leased Premises or in the vicinity of the same. Such policies shall cover such risks and be in such amounts as Landlord from time to time may reasonably request, but in any event in an amount not less than Two Million Dollars and 00/100 (\$2,000,000.00) for injury to or death of any one person or for damage to or destruction or loss of Leased Premises in a single accident or occurrence. Tenant shall deliver to Landlord certificates of such insurance coverage upon demand by Landlord, which certificates shall name Landlord as an additional insured and which shall name Landlord's mortgagee, if any, as an insured mortgagee.
- 10.2 Leased Premises Insurance. Landlord shall insure the Leased Premises against loss by fire or other casualty damage for the full replacement value of the Leased Premises by policies which shall include so-called "special form" insurance coverage with replacement cost, demolition cost, ordinance or law coverage, and increased cost of construction endorsements. As stated herein, Tenant shall reimburse Landlord for the premium on the Leased Premises insurance obtained by the Landlord for the Leased Premises. It is acknowledged and understood by the parties hereto that Landlord's Leased Premises insurance shall not cover Tenant's personal Leased Premises and trade fixtures, and that in the event of damage to or loss of any such items, Landlord shall have no obligation to repair or replace the same. If Tenant chooses to insure the Leased Premises, such insurance shall be in addition to Landlord's insurance coverage.
- 10.3 Waiver of Subrogation. To the extent permitted by their respective insurance carriers, Landlord and Tenant hereby release and waive all right to recovery against each other or anyone claiming through or under each of them by way of subrogation or otherwise and arising out of any loss by fire or other similar casualty.
- 11. Risk of Loss. Tenant agrees that all personal property, fixtures, equipment, machinery, and other such items brought into or installed in the Leased Premises shall be at the sole risk of Tenant with regard to any theft, damage, destruction, vandalism, or other loss thereof.

12. Damage to or Destruction of Leased Premises.

- **12.1 Partial Damage.** If the Leased Premises are partially damaged by fire or other cause in a manner that does not preclude Tenant from continuing Tenant's use and occupancy of the Leased Premises for Tenant's permitted purpose, then Landlord shall repair and restore the Leased Premises, and the rental payment shall be adjusted commensurately with the extent of the portion of the Leased Premises that is unusable by Tenant and the period of time during which any such damaged portion of the Leased Premises is unavailable to Tenant.
- 12.2 Destruction. If the Leased Premises are totally destroyed or so substantially damaged by fire or other cause as to be rendered untenantable, then either Tenant or Landlord, in their respective discretions, may elect to terminate the Lease, in which event all rental payment obligations shall be adjusted as of the date of termination. Landlord shall have no obligation to restore the Leased Premises under this provision if the damage was caused by the acts of Tenant, its agents or employees. If Landlord and Tenant elect not to terminate, Landlord shall restore the Leased Premises to substantially the same condition as existed before the destruction or substantial damage, whereupon full rental payment obligations shall resume. If either party elects to terminate the Lease as provided herein, written notice must be given within thirty (30) days of the damaging event.
- **12.3 Restoration Costs.** In any and all events, Landlord shall be under no obligation to restore, replace, or rebuild any portion of the Leased Premises unless any such restoration, replacement, or rebuilding can be paid for fully from insurance proceeds paid to Landlord from Landlord's and/or Tenant's insurance coverage, plus applicable deductibles which shall be payable by Landlord as a capital expense.
- 13. Assignment or Subletting. Tenant shall not assign or in any manner transfer, encumber, or make other disposition of this Lease or any estate or interest hereunder or sublet the Leased Premises or any part thereof without the prior written consent of Landlord. The term "assignment" shall be deemed to include any transfer or other disposition of a controlling interest in the equity ownership of a Tenant that is a corporation, limited liability company, partnership, or other business entity. The term "sublet" shall be deemed to include the granting of any licenses or other rights of occupancy for use of any portion of the Leased Premises. Any approved assignment, sublease, or other disposition of the Leased Premises shall not constitute a novation, and Tenant shall remain liable for performance of all obligations under this Lease notwithstanding any assignment, sublease, or other disposition. Landlord may assign this Agreement without the consent of Tenant.

14. Default.

- 14.1 Events of Default. The following events or conditions shall constitute a default by Tenant under this Lease, the occurrence of any one or more of which shall entitle Landlord to exercise any or all of Landlord's rights and remedies provided herein or otherwise allowed by law:
- (a) Failure by Tenant to make due and punctual payment of the monthly rental installments or other rental charges and payments when the same are due and payable, and such default is not cured by Tenant within ten (10) days after written notice thereof from Landlord to Tenant, which said cure shall include delivery to Landlord of the late payment charge specified herein;
- (b) Failure by Tenant to perform and comply with any of the other terms, conditions, covenants, and obligations contained in this Lease, and such default is not cured by Tenant within thirty (30) days after written notice thereof from Landlord to Tenant provided however that if the nature of the cure is such that thirty (30) days is insufficient, then if the Tenant, having commenced to cure a default

within the thirty (30) day period, shall fail to complete the curing of the default without unreasonable delay, or if any such failure by Tenant creates a more immediate need for corrective action, then if such cure has not been promptly commenced upon receipt by Tenant of such written notice; or

- (c) Institution by or against Tenant of any action or proceeding under any laws of the United States or of any state governing bankruptcy or insolvency, or any action by Tenant seeking relief by means of liquidation, dissolution, reorganization, or otherwise, or Tenant making any assignment for the benefit of its creditors, and in each instance the same shall not be dismissed within thirty (30) days from the date upon which it is filed.
- 14.2 If Landlord shall fail to cure (or fail to commence to cure) a default in the performance of any of the Landlord's covenants within thirty (30) days after date of notice of such default by Tenant, or if the Landlord, having commenced to cure a default within the thirty (30) day period, shall fail to complete the curing of the default without unreasonable delay, then Landlord shall be in default under this Lease, and in the event of such default, Tenant may immediately, or at any time thereafter, pursue any and all of its legal rights or remedies.
- 15. Remedies of Landlord for Default By Tenant. Upon the occurrence of any event of default and failure by Tenant to cure such default within the period of time available for cure by Tenant as specified herein, Landlord shall, without further notice or demand, be entitled to exercise any one or more of the following remedies:
- 15.1 Termination of Occupancy; Repossession by Landlord. Landlord may terminate Tenant's right to occupancy and possession of the Leased Premises, whereupon Tenant shall vacate the Leased Premises immediately, remove all of Tenant's movable furnishings, furniture, and other items not affixed to the Leased Premises, and leave the Leased Premises in good order and repair, reasonable wear and tear excepted, and in a clean condition ready for use and occupancy by Landlord. Termination of Tenant's right of occupancy and possession of the Leased Premises (referred to hereinafter as "Termination of Occupancy") shall not relieve Tenant of Tenant's liability and obligations to pay to Landlord the full amount of the rental payments due under this Lease together with all other payments and costs then due or to become due thereafter, all of which said liabilities and obligations of Tenant shall survive any such Termination of Occupancy and repossession of the Leased Premises by Landlord.
- **15.2 Damages.** Tenant shall be liable for and shall pay to Landlord damages consisting of the following amounts:
- (a) All unpaid rental payments due and owing upon Termination of Occupancy, including the prorated amount of any monthly rental payment that is due as of the date of termination in the event such termination date occurs on any day other than the first day of the lease month when termination occurs; and
- **(b)** Any and all other costs, expenses, and damages expended or incurred by Landlord as a result of Tenant's default, including but not limited to all costs for recovering possession of the Leased Premises including cleaning, restoration, and renovation thereof; attorneys' fees and related legal costs; and any other costs and expenses whatsoever incurred by Landlord as a result of Tenant's default.
- 15.3 Other Remedies. The aforestated remedies available to Landlord shall be in addition to, and without limitation of, all other rights and remedies to which Landlord may be entitled at law or in equity in the event of Tenant's default. Exercise of any of the aforestated remedies shall not preclude exercise of any other right or remedy. Forbearance by Landlord to enforce any remedy available to

Landlord shall not be deemed or construed to constitute a waiver of any default by Tenant or Landlord's right to exercise any one or more of said remedies thereafter.

- 16. Access by Landlord. Landlord may at any time and from time to time upon reasonable prior notice to Tenant, except in the case of emergency in which event no prior notice shall be required, enter the Leased Premises to inspect the Leased Premises, to ensure compliance with all provisions of this Lease, and for such other purposes as reasonably necessary or advisable for protecting Landlord's interests under this Lease and in connection with any use, transfer, or other disposition of the Leased Premises.
- 17. Indemnification. Each party hereby indemnifies and holds harmless the other and its officers, directors, agents, partners and employees against and from any and all loss, liability, damages, claims, suits, demands, judgments, costs and expenses (including reasonable attorneys' fees) arising from injury or death of any person or damage to Leased Premises on or about the Leased Premises, unless caused by the gross negligence or willful misconduct of the other party.
- 18. Subordination. Tenant covenants and agrees that this Lease is and shall be subject and subordinate to all mortgages now or hereafter encumbering the Leased Premises, and to all renewals, modifications, replacements, and extensions thereof. In confirmation of this subordination, Tenant shall execute promptly any instrument of subordination and attornment that Landlord may request in connection with Landlord's mortgage financing, as long as Landlord makes commercially reasonable efforts to request that such subordination instrument includes a covenant on the part of the mortgage holder not to disturb Tenant's tenancy as long as Tenant is in compliance with its obligations hereunder.
- 19. Additional Rental Payment Obligations. All costs, payments, and expenses that Tenant is required to make pursuant to this Lease in connection with Tenant's use and occupancy of the Leased Premises and reimbursement payments to Landlord in the event of default by Tenant shall constitute additional rental payment obligations which shall be paid to Landlord upon demand. If Tenant shall fail to make any such additional rental payment obligation in a punctual manner, or to perform any act required by this Lease, then Landlord, without waiving or releasing Tenant from any obligation or default under this Lease, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Tenant. All sums so paid by Landlord and all costs and expenses so incurred, together with interest thereon at the rate of twelve percent (12%) per annum from the date of payment, shall constitute additional rent payable by Tenant and shall be paid to Landlord on demand.
- 20. Surrender of Leased Premises. Tenant shall upon expiration of the term of this Lease or earlier termination as provided herein, peaceably and quietly leave the Leased Premises and surrender same to Landlord in good order and repair and in a clean condition free of all trash, refuse, and debris. Tenant shall, prior to surrender of the Leased Premises, complete all necessary restoration and refurbishing work to the interior surfaces of the floors, walls, ceilings, doors, windows, trim, and other betterments to return the Leased Premises to substantially the same condition as exists on the date of this Lease, reasonable wear and tear excepted and excepting any Leasehold Improvements.
- 21. Notices. All notices that are required or authorized to be given under the terms of this Lease shall be in writing, hand delivered, by United States registered or certified mail, return receipt requested, with postage prepaid, addressed to the party to whom such notice is given, or by nationally recognized overnight carrier, and shall be deemed received upon receipt or upon refusal of receipt. The parties' addresses for notice are as follows:

Landlord: Minglewood Medical Imaging Management Company

4 Baycrest Drive

South Burlington, VT 05403

Tenant: Vermont Open MRI, LLC

3000 Williston Road

South Burlington, VT 05403

Either party may change its address for notice purposes by notifying the other party in writing of a new address ten (10) business days before the new address is to go into effect.

- **22. Notice of Lease.** The parties agree that this Lease shall not be recorded in the Land Records or other public records in order to preserve the confidentiality of the terms and conditions contained herein. However, upon the request of either party hereto, the other party shall join in the execution of a Notice of Lease or Memorandum of Lease for the purposes of recordation. Said Notice of Lease shall conform to the requirements of 27 V.S.A. § 341(c).
- 23. Nature of Transaction; Quiet Enjoyment. This Lease consists only of a lease, and nothing herein shall be deemed to consist of Landlord and Tenant engaging in a joint venture, partnership, or other such business activity. Upon payment by the Tenant of the rents herein provided for, and upon the observance and performance of all of the agreements, covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the lease term without hindrance or interruption by Landlord or its agents, provided, however, that the parties agree that Landlord's showing of the Leased Premises to potential purchasers shall not constitute a hindrance or interruption.

24. General Provisions.

- **24.1 Further Actions.** The parties agree to and shall take all such further actions and execute, acknowledge, and deliver all such further documents and other assurances as shall be necessary or appropriate to carry out the purposes of this Lease.
- **24.2 Binding Lease.** The provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and the respective heirs, successors, and any permitted assigns of each.
- **24.3 Entire Lease**. This Lease constitutes a complete and entire agreement with respect to the subject matter hereof, supersedes any and all prior contracts, leases, or commitments, and there are no representations, understandings, reliances, commitments, or leases other than those set forth or referred to herein. This Lease may only be amended by a written instrument duly executed by the parties.
- **24.4** Implementation and Enforcement. In the event any legal actions are taken or proceedings instituted to implement, interpret, or enforce the provisions of this Lease, the substantially party prevailing in such actions or proceedings shall be reimbursed by the other party for all costs and expenses, including reasonable attorneys' fees, incurred thereby.
- **24.5 No Waiver.** No failure or forbearance of Landlord to insist upon strict compliance by Tenant in fulfilling all of Tenant's obligations under this Lease shall be deemed to be a waiver by Landlord of the right to demand full and exact compliance from Tenant with all terms and conditions governing this Lease.
- **24.6 Authority of Parties.** Landlord and Tenant and their respective agents executing this Lease warrant that the parties are validly organized and existing business entities and that the respective

agents of Landlord and Tenant have full authority to execute this Lease and to perform all obligations hereunder.

- **24.7 Counterparts.** This Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument; all such counterparts may be evidenced by a copy sent by facsimile, .pdf or other secure electronic format and each such copy shall be deemed an original, shall be binding upon the parties for all purposes herein, and, together with any other counterparts, shall constitute one and the same instrument.
- **24.8 Governing Law.** This Lease shall be governed in accordance with the laws of the State of Vermont.

Signature Page to Follow

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written. Landlord: Minglewood Medical Imaging Management Company By: Todd Kummer, President Witness STATE OF VERMONT COUNTY OF CHITTENDEN, SS. At South Burlington, in said County, on this ____ day of ______, 2019, Todd Kummer, President of Minglewood Medical Imaging Management Company, personally appeared and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Minglewood Medical Imaging Management Company. Before me Notary Public My commission expires: 1/31/2021 Commission # Tenant: Vermont Open MRI, LLC By: Witness STATE OF VERMONT COUNTY OF CHITTENDEN, SS. At South Burlington, in said County, on this ___ day of ______, 2019, _____, President of NFI Vermont, Inc., personally appeared and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of NFI Vermont, Inc.

Before me

Notary Public
My commission expires: 1/31/2021
Commission #