

Your claim can be filed electronically on KCC's website at <https://epoc.kccllc.net/neighbors>.

## United States Bankruptcy Court for the Southern District of Texas

Indicate Debtor against which you assert a claim by checking the appropriate box below. **(Check only one Debtor per claim form.)**

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Neighbors Legacy Holdings, Inc. (Case No. 18-33836)                | <input type="checkbox"/> NEC Crosby Emergency Center, LP (Case No. 18-33853)        | <input type="checkbox"/> NEC Lubbock Emergency Center, LP (Case No. 18-33876)              |
| <input type="checkbox"/> EDMG, LLC (Case No. 18-33837)                                      | <input type="checkbox"/> NEC Tyler Emergency Center, LP (Case No. 18-33854)         | <input type="checkbox"/> Neighbors Physician Group – Colorado, LLC (Case No. 18-33877)     |
| <input type="checkbox"/> NEC Amarillo Emergency Center, LP (Case No. 18-33838)              | <input type="checkbox"/> NEC West Warwick Emergency Center, LP (Case No. 18-33855)  | <input type="checkbox"/> NEC Lufkin Emergency Center, LP (Case No. 18-33878)               |
| <input type="checkbox"/> NEC Pasadena Emergency Center, LP (Case No. 18-33839)              | <input type="checkbox"/> NEC Greeley Emergency Center, LP (Case No. 18-33857)       | <input type="checkbox"/> Neighbors Physician Group – Rhode Island, LLC (Case No. 18-33879) |
| <input type="checkbox"/> NEC Amarillo South Emergency Center, LP (Case No. 18-33840)        | <input type="checkbox"/> NEC Harlingen Emergency Center, LP (Case No. 18-33859)     | <input type="checkbox"/> NEC McAllen Emergency Center, LP (Case No. 18-33880)              |
| <input type="checkbox"/> NEC Pearland Asset Holdings, LLC (Case No. 18-33841)               | <input type="checkbox"/> NEC Wichita Falls Emergency Center, LP (Case No. 18-33860) | <input type="checkbox"/> Neighbors Physician Group, PLLC (Case No. 18-33881)               |
| <input type="checkbox"/> NEC Pearland Emergency Center, LP (Case No. 18-33842)              | <input type="checkbox"/> NEC Kenville Emergency Center, LP (Case No. 18-33862)      | <input type="checkbox"/> Neighbors Practice Management, LLC (Case No. 18-33883)            |
| <input type="checkbox"/> NEC Baytown Asset Holdings, LLC (Case No. 18-33843)                | <input type="checkbox"/> NEC Yorktown Emergency Center, LP (Case No. 18-33865)      | <input type="checkbox"/> NEC Midland Emergency Center, LP (Case No. 18-33884)              |
| <input type="checkbox"/> NEC Port Arthur Emergency Center, LP (Case No. 18-33844)           | <input type="checkbox"/> NEC Kingwood Asset Holdings LLC (Case No. 18-33866)        | <input type="checkbox"/> Next Door Urgent Care, LLC (Case No. 18-33885)                    |
| <input type="checkbox"/> NEC Baytown Emergency Center, LP (Case No. 18-33845)               | <input type="checkbox"/> NEC Kingwood Emergency Center, LP (Case No. 18-33867)      | <input type="checkbox"/> NEC Mueller Emergency Center, LP (Case No. 18-33886)              |
| <input type="checkbox"/> NEC Porter Emergency Center, LP (Case No. 18-33846)                | <input type="checkbox"/> NEC Zaragoza Emergency Center, LP (Case No. 18-33868)      | <input type="checkbox"/> NHS Emergency Centers, LLC (Case No. 18-33887)                    |
| <input type="checkbox"/> NEC Bellaire Emergency Center, LP (Case No. 18-33847)              | <input type="checkbox"/> Neighbors Emergency Center, LLC (Case No. 18-33869)        | <input type="checkbox"/> NEC Odessa Emergency Center, LP (Case No. 18-33888)               |
| <input type="checkbox"/> NEC San Angelo Emergency Center, LP (Case No. 18-33848)            | <input type="checkbox"/> NEC Lakeline Emergency Center, LP (Case No. 18-33870)      | <input type="checkbox"/> NEC Orange Emergency Center, LP (Case No. 18-33889)               |
| <input type="checkbox"/> NEC Brownsville Emergency Center, LP (Case No. 18-33849)           | <input type="checkbox"/> Neighbors Global Holdings, LLC (Case No. 18-33871)         | <input type="checkbox"/> NEC Paris Emergency Center, LP (Case No. 18-33890)                |
| <input type="checkbox"/> NEC Texarkana Emergency Center, LP (Case No. 18-33850)             | <input type="checkbox"/> Neighbors GP, LLC (Case No. 18-33873)                      | <input type="checkbox"/> NEC Eastside Emergency Center, LP (Case No. 18-33891)             |
| <input type="checkbox"/> NEC College Station Emergency Center, LP (Case No. 18-33851)       | <input type="checkbox"/> NEC Longview Emergency Center, LP (Case No. 18-33874)      | <input type="checkbox"/> NEC Beaumont Asset Holdings, LLC (Case No. 18-34030)              |
| <input checked="" type="checkbox"/> NEC Texas City Emergency Center, LP (Case No. 18-33852) | <input type="checkbox"/> Neighbors Health, LLC (Case No. 18-33875)                  | <input type="checkbox"/> NEC Beaumont Emergency Center, LP (Case No. 18-34031)             |

## Official Form 410

## Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed.

### Part 1: Identify the Claim

1. Who is the current creditor?	Affiliates of Read King, Inc., see attached. Name of the current creditor (the person or entity to be paid for this claim)  Other names the creditor used with the debtor	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom?	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? Gray Reed & McGraw LLP attn: Jason S. Brookner Name 1601 Elm Street, Ste. 4600 Number Street Dallas Texas 75201 City State ZIP Code United States Country Contact phone 469-320-6132 Contact email jbrookner@grayreed.com	Where should payments to the creditor be sent? (if different) RKMS Texas City c/o Read King, Inc. - Kim Nelson Name 5850 San Felipe, Ste 490 Number Street Houston Texas 77057 City State ZIP Code United States Country Contact phone 713-782-9000 Contact email kim@read-king.com
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) Uniform claim identifier for electronic payments in chapter 13 (if you use one):		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing?	



183385218111400000000004

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

<b>6.</b>	<b>Do you have any number you use to identify the debtor?</b>	<input type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____
<b>7.</b>	<b>How much is the claim?</b>	\$ <u>13,316,066.21</u> <b>Does this amount include interest or other charges?</b> <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
<b>8.</b>	<b>What is the basis of the claim?</b>	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.  <u>Lease of real property, guaranty, and related amounts</u>
<b>9.</b>	<b>Is all or part of the claim secured?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. <b>Nature of property:</b> <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____  <b>Basis for perfection:</b> _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  <b>Value of property:</b> \$ _____ <b>Amount of the claim that is secured:</b> \$ _____ <b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)  <b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____  <b>Annual Interest Rate</b> (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
<b>10.</b>	<b>Is this claim based on a lease?</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. <b>Amount necessary to cure any default as of the date of the petition.</b> \$ <u>see attached.</u>
<b>11.</b>	<b>Is this claim subject to a right of setoff?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

## 12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No☐ Yes. Check all that apply:

Amount entitled to priority

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ \_\_\_\_\_☐ Up to \$2,850\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ \_\_\_\_\_☐ Wages, salaries, or commissions (up to \$12,850\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ \_\_\_\_\_☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ \_\_\_\_\_☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ \_\_\_\_\_☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies. \$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

## Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.☐ I am the creditor's attorney or authorized agent.☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 11/14/2018  
MM / DD / YYYY

/s/ C. Ewing King

Signature

Print the name of the person who is completing and signing this claim:

Name C. Ewing King  
First name Middle name Last name

Title Manager

Company Multiple - see attached  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 5850 San Felipe, Suite 490  
Number Street  
Houston, Texas 77057  
City State ZIP Code Country

Contact phone 713-782-9000 Email kim@read-king.com

**Creditor List**  
**(Read King, Inc. Entities)**

**Principal Creditor:**

RKMS Texas City LLC

**Guarantee Creditors:**

RKMS Amarillo #2 LLC  
RKMS Aurora #2 LLC  
RKMS El Paso #3 LLC  
RKMS Grand Prairie LLC  
RKMS Greeley LLC  
RKMS Kerrville LLC  
RKMS Lafayette LLC  
RKMS Lake Jackson LLC  
RKMS Longview LLC  
RKMS Lubbock LLC  
RKMS Lufkin LLC  
RKMS Paris LLC  
RKMS Pueblo LLC  
RKMS Victoria LLC



**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

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**In re:**

**NEIGHBORS LEGACY HOLDINGS,  
INC., *et al.*,**

**Debtors.**

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§  
§ **Chapter 11**  
§  
§ **Case No. 18-33836 (MI)**  
§  
§ **(Jointly Administered)**  
§  
§

**ATTACHMENT TO PROOF OF CLAIM**

Prior to the filing of the Debtors' respective bankruptcy petitions, multiple Debtors and non-Debtors entered into lease agreements with affiliates of Read King, Inc. (collectively, "Read King"). Additionally, each of these entities (along with Neighbors Global Holdings, LLC, a non-lessee) guaranteed the obligations owing under each lease.<sup>1</sup>

Pursuant to order of the Bankruptcy Court, Read King's respective leases with NEC Longview Emergency Center, LP; NEC Kerrville Emergency Center, LP; NEC Texas City Emergency Center, LP; NEC Lufkin Emergency Center, LP; NEC Greeley Emergency Center, LP; and NEC Amarillo South Emergency Center, LP were rejected as of the Petition Date. [Docket No. 201].

Attached hereto is a calculation of Read Kings' prepetition, guaranty, and rejection damage claims and amounts otherwise owing to Read King for the same. For ease of reference, a chart detailing the total amounts due by each Debtor, under its respective lease (if any) and pursuant to

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<sup>1</sup> The Debtors that did not guarantee any of the leases are: Neighbors Legacy Holdings, Inc.; EDMG, LLC; NEC Pearland Asset Holdings, LLC; NEC Baytown Asset Holdings, LLC; NEC Kingwood Asset Holdings, LLC; Neighbors Emergency Center, LLC; Neighbors GP, LLC; Neighbors Health, LLC; Neighbors Physician Group – Colorado, LLC; Neighbors Physician Group – Rhode Island, LLC; Neighbors Physician Group, PLLC; Neighbors Practice Management, LLC; Next Door Urgent Care, LLC; NHS Emergency Centers, LLC; and NEC Beaumont Asset Holdings, LLC.

its guaranty (if any), is attached hereto as **Exhibit A**. A detailed calculation of the amounts owing to Read King under each of its multiple leases with various NEC entities is attached hereto as **Exhibit B**. The Master Guaranty is attached as **Exhibit C**. The NEC Texas City Emergency Center, LP Lease is attached hereto as **Exhibit D**.

Due to the voluminous nature of the supporting documentation, Read King only attaches select and key documents hereto. Full documentation, including, but not limited to, calculations and documentation of late fees, lien amounts, and A/R and aging reports will be provided upon request. Read King reserves the right to amend and supplement this proof of claim.

**Exhibit A**

**Total Amounts Owning by Each Debtor  
(not including cure amounts for leases  
that have already been assumed and assigned)**

Debtor Name	RKMS Landlord	Amount Due Under Lease	Amount Due Pursuant to Guarantee
EDMG, LLC	n/a	n/a	n/a
NEC Amarillo Emergency Center, LP	RKMS Amarillo LLC	\$0.00	\$ 13,316,066.21
NEC Amarillo South Emergency Center, LP	RKMS Amarillo #2 LLC	\$535,739.89	\$ 12,780,326.33
NEC Baytown Asset Holdings, LLC	n/a	n/a	n/a
NEC Baytown Emergency Center, LP	RKMS Baytown LLC	\$0.00	\$ 13,316,066.21
NEC Beaumont Asset Holdings, LLC	n/a	n/a	n/a
NEC Beaumont Emergency Center, LP	RKMS Beaumont LLC	\$0.00	\$ 13,316,066.21
NEC Bellaire Emergency Center, LP	RKMS Bellaire LLC	\$0.00	\$ 13,316,066.21
NEC Brownsville Emergency Center, LP	RKMS Brownsville LLC	\$0.00	\$ 13,316,066.21
NEC College Station Emergency Center, LP	RKMS College Station LLC	\$0.00	\$ 13,316,066.21
NEC Crosby Emergency Center, LP	RKMS Crosby LLC	\$0.00	\$ 13,316,066.21
NEC Eastside Emergency Center, LP	RKMS El Paso 2 LLC	\$0.00	\$ 13,316,066.21
NEC Greeley Emergency Center, LP	RKMS Greeley LLC	\$368,643.81	\$ 12,947,422.40
NEC Harlingen Emergency Center, LP	RKMS Harlingen LLC	\$0.00	\$ 13,316,066.21
NEC Kerrville Emergency Center, LP	RKMS Kerrville LLC	\$ 1,227,447.13	\$ 12,088,619.09
NEC Kingwood Asset Holdings, LLC	n/a	n/a	n/a
NEC Kingwood Emergency Center, LP	RKMS Kingwood LLC	\$0.00	\$ 13,316,066.21
NEC Lakeline Emergency Center, LP	RKMS Lakeline LLC	\$0.00	\$ 13,316,066.21
NEC Longview Emergency Center, LP	RKMS Longview LLC	\$1,524,540.67	\$ 11,791,525.54
NEC Lubbock Emergency Center, LP*	RKMS Lubbock LLC	\$0.00	\$ 13,316,066.21
NEC Lufkin Emergency Center, LP	RKMS Lufkin LLC	\$482,586.37	\$ 12,833,479.84
NEC McAllen Emergency Center, LP	RKMS McAllen LLC	\$0.00	\$ 13,316,066.21
NEC Midland Emergency Center, LP	RKMS Midland LLC	\$0.00	\$ 13,316,066.21
NEC Mueller Emergency Center, LP	RKMS Mueller LLC	\$0.00	\$ 13,316,066.21
NEC Odessa Emergency Center, LP	RKMS Odessa LLC	\$0.00	\$ 13,316,066.21
NEC Orange Emergency Center, LP	RKMS Orange LLC	\$0.00	\$ 13,316,066.21
NEC Paris Emergency Center, LP*	RKMS Paris LLC	\$0.00	\$ 13,316,066.21
NEC Pasadena Emergency Center, LP	RKMS Pasadena LLC	\$0.00	\$ 13,316,066.21
NEC Pearland Asset Holdings, LLC	n/a	n/a	n/a
NEC Pearland Emergency Center, LP	RKMS Pearland LLC	\$0.00	\$ 13,316,066.21
NEC Port Arthur Emergency Center, LP	RKMS Port Arthur LLC	\$0.00	\$ 13,316,066.21
NEC Porter Emergency Center, LP	RKMS Porter LLC	\$0.00	\$ 13,316,066.21
NEC San Angelo Emergency Center, LP	RKMS San Angelo LLC	\$0.00	\$ 13,316,066.21
NEC Texarkana Emergency Center, LP	RKMS Texarkana LLC	\$0.00	\$ 13,316,066.21
NEC Texas City Emergency Center, LP	RKMS Texas City LLC	\$228,747.10	\$ 13,087,319.12
NEC Tyler Emergency Center, LP	RKMS Tyler LLC	\$0.00	\$ 13,316,066.21
NEC West Warwick Emergency Center, LP	RKMS West Warwick, RI LLC	\$0.00	\$ 13,316,066.21
NEC Wichita Falls Emergency Center, LP	RKMS Wichita Falls LLC	\$0.00	\$ 13,316,066.21
NEC Yorktown Emergency Center, LP	RKMS Hwy 6/Yorktown LLC	\$0.00	\$ 13,316,066.21
NEC Zaragoza Emergency Center, LP	RKMS El Paso 1 LLC	\$0.00	\$ 13,316,066.21
Neighbors Emergency Center, LLC	n/a	n/a	n/a
Neighbors Global Holdings, LLC	n/a	n/a	\$ 13,316,066.21
Neighbors GP, LLC	n/a	n/a	n/a
Neighbors Health, LLC	n/a	n/a	n/a
Neighbors Legacy Holdings, Inc.	n/a	n/a	n/a
Neighbors Physician Group – Colorado, LLC	n/a	n/a	n/a
Neighbors Physician Group – Rhode Island, LLC	n/a	n/a	n/a
Neighbors Physician Group, PLLC	n/a	n/a	n/a
Neighbors Practice Management, LLC	n/a	n/a	n/a
Next Door Urgent Care, LLC	n/a	n/a	n/a
NHS Emergency Centers, LLC	n/a	n/a	n/a

\* Certain amounts due under this lease have been or will be paid as part of assumption and assignment of the lease.

**Exhibit B**

**Rejection and Pre-Petition Calculations by Lessee**

Insurance Increase Assumption 5% per annum  
Tax Increase Assumption 3% per annum

**Longview - Rejected, Debtor**

Commencement Date 7/2/2016  
Petition Date 7/12/2018  
End of Lease Year 7/31/2018  
Expiration Date 7/31/2028

2018 Amount	\$	533,459.40	\$	38,336.72	\$	13,497.53					
Post Petition Amounts		Rent		Tax		Insurance		Admin Fee		AMC + AMUC	Total
7/12/2018 - 7/31/2018	\$	27,769.12	\$	1,576.37	\$	396.53	\$	197.29	\$	1,690.48	\$ 31,629.79
8/1/2018 - 7/31/2019	\$	544,128.62	\$	30,282.97	\$	13,497.53	\$	4,378.05	\$	32,474.95	\$ 624,762.11
8/1/2019 - 7/31/2020	\$	555,011.19	\$	39,486.82	\$	14,172.41	\$	5,365.92	\$	32,474.95	\$ 646,511.29
8/1/2020 - 7/31/2021	\$	566,111.41	\$	40,671.43	\$	14,881.03	\$	5,555.25	\$	32,474.95	\$ 659,694.06
8/1/2021 - 7/31/2022	\$	577,433.64	\$	41,891.57	\$	15,625.08	\$	5,751.66	\$	32,474.95	\$ 673,176.90
8/1/2022 - 7/31/2023	\$	588,982.31	\$	43,148.32	\$	16,406.33	\$	5,955.46	\$	32,474.95	\$ 686,967.37
8/1/2023 - 7/31/2024	\$	600,761.96	\$	44,442.77	\$	17,226.65	\$	6,166.94	\$	32,474.95	\$ 701,073.26
8/1/2024 - 7/31/2025	\$	612,777.20	\$	45,776.05	\$	18,087.98	\$	6,386.40	\$	32,474.95	\$ 715,502.58
8/1/2025 - 7/31/2026	\$	625,032.74	\$	47,149.33	\$	18,992.38	\$	6,614.17	\$	32,474.95	\$ 730,263.57
8/1/2026 - 7/31/2027	\$	637,533.40	\$	48,563.81	\$	19,942.00	\$	6,850.58	\$	32,474.95	\$ 745,364.74
8/1/2027 - 7/31/2028	\$	650,284.07	\$	50,020.72	\$	20,939.10	\$	7,095.98	\$	32,474.95	\$ 760,814.82
Total Post-Petition	\$	5,985,825.66	\$	433,010.15	\$	170,167.01	\$	60,317.72	\$	326,439.96	\$ 6,975,760.50

**Average monthly remaining** \$ 49,583.02 \$ 3,586.80 \$ 1,409.56 \$ 499.64 \$ 2,704.03 \$ 57,783.06  
**Third Year from Petition Date Per Diem** \$ 1,807.38

**Rejection Damage Calculation**

12 months of Average Monthly Rent \$ 693,396.67  
15% of remaining term \$ 1,046,364.07  
3 Years of Rent from Petition Date 8/1/2020 7/11/2021 344 days \$ 1,924,642.25  
**Cap** \$ 1,046,364.07

**Unpaid Rent as of Petition Date** \$ 436,575.33

**Expenses Incurred to Restore** \$ 2,388.91  
**Attorney Fees** \$ 9,841.39  
**Late Fees** \$ 29,370.96  
**Damages to Premises** \$ -  
**Liens** \$ -

**Total Damage Claim** \$ 1,524,540.67

Commencement Date	2/25/2017
Petition Date	7/12/2018
End of Lease Year	2/28/2019
Expiration Date	2/28/2029

[illegible]

12 months					\$ 618,373.95
15% of remaining term					\$ 987,026.48
3 Years of Rent from Petition Date	3/1/2021	7/11/2021	132	days	\$ 1,708,076.82
Cap					\$ 987,026.48

<b>Expenses Incurred to Restore</b>	\$	642.92
<b>Attorney Fees</b>	\$	9,841.40
<b>Late Fees</b>	\$	13,132.17
<b>Damages to Premises</b>	\$	-
<b>Liens</b>	\$	-

<b>Total Damage Claim</b>	<b>\$ 1,227,447.13</b>
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Greeley - Terminated 4/30/18, Debtor
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Commencement Date	1/13/2017	
Petition Date	7/12/2018	5/1/2018 Post Termination Date
End of Lease Year	1/31/2019	
Expiration Date	1/31/2029	

Unpaid Rent as of Termination Date	\$	342,893.24
Expenses Incurred to Restore	\$	-
Attorney Fees	\$	9,065.42
Late Fees	\$	16,685.15
Damages to Premises	\$	-
Liens	\$	-

Total Damage Claim	\$	368,643.81
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<b>Texas City - Terminated 5/4/18, Debtor</b>
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Commencement Date	12/19/2015	
Petition Date	7/12/2018	5/5/2018 Post-Termination Date
End of Lease Year	12/31/2018	
Expiration Date	12/31/2027	

Unpaid Rent as of Termination Date	\$	206,528.29
Expenses Incurred to Restore	\$	-
Attorney Fees	\$	10,138.39
Late Fees	\$	12,080.42
Damages to Premises	\$	-
Liens	\$	-

<b>Total Damage Claim</b>	<b>\$</b>	<b>228,747.10</b>
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Lufkin - Terminated 5/4/18, Debtor
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Commencement Date	10/22/2016	
Petition Date	7/12/2018	5/5/2018 Post Termination Date
End of Lease Year	10/31/2018	
Expiration Date	10/31/2028	

Unpaid Rent as of Termination Date	\$	301,488.09
Expenses Incurred to Restore	\$	-
Attorney Fees	\$	10,138.39
Late Fees	\$	19,575.60
Damages to Premises	\$	-
Liens	\$	151,384.29

Total Damage Claim	\$	482,586.37
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<b>Amarillo #2 - Terminated 5/4/18, Debtor</b>
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Commencement Date	5/27/2017	
Petition Date	7/12/2018	5/5/2018 Post Termination Date
End of Lease Year	5/31/2019	
Expiration Date	5/31/2029	

Unpaid Rent as of Termination Date	\$	266,455.66
Expenses Incurred to Restore	\$	-
Attorney Fees	\$	74,013.47
Late Fees	\$	15,573.61
Damages to Premises	\$	-
Liens	\$	179,697.14

<b>Total Damage Claim</b>	<b>\$</b>	<b>535,739.89</b>
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Pueblo - Terminated 8/7/18, Not a Debtor
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Commencement Date	6/1/2017
Petition Date	7/12/2018
End of Lease Year	5/31/2019
Expiration Date	5/31/2029

Unpaid Rent as of Petition Date	\$	546,535.50
Expenses Incurred to Restore	\$	-
Attorney Fees	\$	10,235.40
Late Fees	\$	34,841.32
Damages to Premises		
Liens		

Total Damage Claim	\$	591,612.23
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Insurance Increase Assumption 5% per annum  
Tax Increase Assumption 3% per annum

<b>El Paso #3 - Not Terminated or Rejected, Not a Debtor - DID NOT OPEN</b>
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Commencement Date 7/1/2017  
Petition Date 7/12/2018  
End of Lease Year 6/30/2019  
Expiration Date 6/30/2029

2018 Amount	\$	582,651.60	\$	50,084.56	\$	6,933.22					
		Rent		Tax		Insurance		Admin Fee		AMC + AMUC	Total
											\$ -
7/12/2018 - 6/30/2019	\$	563,495.93	\$	48,437.94	\$	6,705.28	\$	5,514.32	\$	9,825.83	\$ 633,979.31
7/1/2019 - 6/30/2020	\$	606,190.70	\$	51,587.10	\$	7,279.88	\$	5,886.70	\$	10,354.70	\$ 681,299.08
7/1/2020 - 6/30/2021	\$	618,314.52	\$	53,134.71	\$	7,643.88	\$	6,077.86	\$	10,354.70	\$ 695,525.67
7/1/2021 - 6/30/2022	\$	630,680.81	\$	54,728.75	\$	8,026.07	\$	6,275.48	\$	10,354.70	\$ 710,065.82
7/1/2022 - 6/30/2023	\$	643,294.42	\$	56,370.61	\$	8,427.37	\$	6,479.80	\$	10,354.70	\$ 724,926.91
7/1/2023 - 6/30/2024	\$	656,160.31	\$	58,061.73	\$	8,848.74	\$	6,691.05	\$	10,354.70	\$ 740,116.53
7/1/2024 - 6/30/2025	\$	669,283.52	\$	59,803.58	\$	9,291.18	\$	6,909.48	\$	10,354.70	\$ 755,642.46
7/1/2025 - 6/30/2026	\$	682,669.19	\$	61,597.69	\$	9,755.74	\$	7,135.34	\$	10,354.70	\$ 771,512.67
7/1/2026 - 6/30/2027	\$	696,322.57	\$	63,445.62	\$	10,243.52	\$	7,368.91	\$	10,354.70	\$ 787,735.33
7/1/2027 - 6/30/2028	\$	710,249.02	\$	65,348.99	\$	10,755.70	\$	7,610.47	\$	10,354.70	\$ 804,318.88
7/1/2028 - 6/30/2029	\$	724,454.02	\$	67,309.46	\$	11,293.48	\$	7,860.29	\$	10,354.70	\$ 821,271.96
Total Post-Petition	\$	7,201,115.01	\$	639,826.20	\$	98,270.84	\$	73,809.70	\$	113,372.87	\$ 8,126,394.62

Average monthly remaining \$ 54,676.46 \$ 4,858.06 \$ 746.15 \$ 560.42 \$ 860.82 \$ 61,701.91  
Third Year from Petition Date Per Diem \$ 1,945.39

**Rejection Damage Calculation**

12 months										\$ 740,422.88
15% of remaining term										\$ 1,218,959.19
3 Years of Rent from Petition Date			7/1/2021	7/11/2021		10 days				\$ 2,030,257.92
Cap										\$ 1,218,959.19

Unpaid Rent as of Petition Date \$ 404,104.79

Expenses Incurred to Restore \$ 133,237.50  
Attorney Fees \$ 9,841.40  
Late Fees \$ 26,521.04  
Damages to Premises \$ -  
Liens \$ -

<b>Total Damage Claim</b>	<b>\$ 1,792,663.93</b>
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Insurance Increase Assumption 5% per annum  
Tax Increase Assumption 3% per annum

<b>Aurora #2 - Not Terminated or Rejected, Not a Debtor - DID NOT OPEN</b>
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Commencement Date 7/1/2017  
Petition Date 7/12/2018  
End of Lease Year 6/30/2019  
Expiration Date 6/30/2029

2018 Amount	\$	554,134.38	\$	55,073.46	\$	15,907.79						
		Rent		Tax		Insurance		Admin Fee		AMC + AMUC		Total
											\$	-
7/12/2018 - 6/30/2019	\$	535,916.26	\$	53,262.83	\$	15,384.79	\$	6,864.76	\$	40,365.17	\$	651,793.82
7/1/2019 - 6/30/2020	\$	565,217.07	\$	56,725.67	\$	16,703.18	\$	7,342.88	\$	42,537.80	\$	688,526.60
7/1/2020 - 6/30/2021	\$	576,521.41	\$	58,427.44	\$	17,538.34	\$	7,596.58	\$	42,537.80	\$	702,621.56
7/1/2021 - 6/30/2022	\$	588,051.84	\$	60,180.26	\$	18,415.26	\$	7,859.55	\$	42,537.80	\$	717,044.71
7/1/2022 - 6/30/2023	\$	599,812.87	\$	61,985.67	\$	19,336.02	\$	8,132.17	\$	42,537.80	\$	731,804.53
7/1/2023 - 6/30/2024	\$	611,809.13	\$	63,845.24	\$	20,302.82	\$	8,414.81	\$	42,537.80	\$	746,909.79
7/1/2024 - 6/30/2025	\$	624,045.31	\$	65,760.59	\$	21,317.96	\$	8,707.86	\$	42,537.80	\$	762,369.52
7/1/2025 - 6/30/2026	\$	636,526.22	\$	67,733.41	\$	22,383.86	\$	9,011.73	\$	42,537.80	\$	778,193.02
7/1/2026 - 6/30/2027	\$	649,256.74	\$	69,765.41	\$	23,503.05	\$	9,326.85	\$	42,537.80	\$	794,389.85
7/1/2027 - 6/30/2028	\$	662,241.88	\$	71,858.38	\$	24,678.20	\$	9,653.66	\$	42,537.80	\$	810,969.92
7/1/2028 - 6/30/2029	\$	675,486.72	\$	74,014.13	\$	25,912.11	\$	9,992.62	\$	42,537.80	\$	827,943.39
<b>Total Post-Petition</b>	<b>\$</b>	<b>6,724,885.45</b>	<b>\$</b>	<b>703,559.02</b>	<b>\$</b>	<b>225,475.59</b>	<b>\$</b>	<b>92,903.46</b>	<b>\$</b>	<b>465,743.20</b>	<b>\$</b>	<b>8,212,566.73</b>

**Average monthly remaining** \$ 51,060.56 \$ 5,341.97 \$ 1,711.99 \$ 705.40 \$ 3,536.28 \$ 62,356.19  
**Third Year from Petition Date Per Diem** \$ 1,964.51

**Rejection Damage Calculation**

12 months \$ 748,274.30  
15% of remaining term \$ 1,231,885.01  
3 Years of Rent from Petition Date 7/1/2021 7/11/2021 10 days \$ 2,062,587.05  
**Cap** \$ 1,231,885.01

**Unpaid Rent as of Petition Date** \$ 426,970.56

**Expenses Incurred to Restore**

**Attorney Fees** \$ 18,975.15  
**Late Fees** \$ 25,552.54  
**Damages to Premises** \$ -  
**Liens** \$ 60,000.00

**Total Damage Claim** \$ 1,763,383.26

Insurance Increase Assumption

5% per annum

Tax Increase Assumption

3% per annum

Lake Jackson - Not Terminated or Rejected, Not a Debtor - DID NOT OPEN
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Commencement Date 9/4/2017  
 Petition Date 7/12/2018  
 End of Lease Year 9/30/2018  
 Expiration Date 9/30/2029

<b>2018 Amount</b>	\$ 529,759.56	\$ 29,165.21	\$ 13,511.53				
	<b>Rent</b>	<b>Tax</b>	<b>Insurance</b>	<b>Admin Fee</b>	<b>AMC + AMUC</b>	<b>Total</b>	
7/12/2018 - 9/30/2018	\$ 116,111.68	\$ 6,392.37	\$ 2,961.43	\$ 935.38	\$ 9,132.70	\$ 135,533.57	
10/1/2018 - 9/30/2019	\$ 540,354.78	\$ 30,040.17	\$ 14,187.11	\$ 4,422.73	\$ 42,467.04	\$ 631,471.82	
10/1/2019 - 9/30/2020	\$ 551,161.88	\$ 30,941.37	\$ 14,896.46	\$ 4,583.78	\$ 42,467.04	\$ 644,050.54	
10/1/2020 - 9/30/2021	\$ 562,185.11	\$ 31,869.61	\$ 15,641.28	\$ 4,751.09	\$ 42,467.04	\$ 656,914.14	
10/1/2021 - 9/30/2022	\$ 573,428.82	\$ 32,825.70	\$ 16,423.35	\$ 4,924.90	\$ 42,467.04	\$ 670,069.81	
10/1/2022 - 9/30/2023	\$ 584,897.39	\$ 33,810.47	\$ 17,244.52	\$ 5,105.50	\$ 42,467.04	\$ 683,524.92	
10/1/2023 - 9/30/2024	\$ 596,595.34	\$ 34,824.79	\$ 18,106.74	\$ 5,293.15	\$ 42,467.04	\$ 697,287.06	
10/1/2024 - 9/30/2025	\$ 608,527.25	\$ 35,869.53	\$ 19,012.08	\$ 5,488.16	\$ 42,467.04	\$ 711,364.06	
10/1/2025 - 9/30/2026	\$ 620,697.79	\$ 36,945.62	\$ 19,962.68	\$ 5,690.83	\$ 42,467.04	\$ 725,763.96	
10/1/2026 - 9/30/2027	\$ 633,111.75	\$ 38,053.98	\$ 20,960.82	\$ 5,901.48	\$ 42,467.04	\$ 740,495.07	
10/1/2027 - 9/30/2028	\$ 645,773.98	\$ 39,195.60	\$ 22,008.86	\$ 6,120.45	\$ 42,467.04	\$ 755,565.93	
10/1/2028 - 9/30/2029	\$ 658,689.46	\$ 40,371.47	\$ 23,109.30	\$ 6,348.08	\$ 42,467.04	\$ 770,985.35	
<b>Total Post-Petition</b>	<b>\$ 6,575,423.55</b>	<b>\$ 384,748.31</b>	<b>\$ 201,553.20</b>	<b>\$ 58,630.15</b>	<b>\$ 467,137.44</b>	<b>\$ 7,687,492.66</b>	

**Average monthly remaining** \$ 49,666.71 \$ 2,603.52 \$ 1,346.45 \$ 395.00 \$ 3,219.83 \$ 57,231.51  
**Third Year from Petition Date Per Diem** \$ 1,799.76

**Rejection Damage Calculation**

12 months \$ 686,778.08  
 15% of remaining term \$ 1,057,806.13  
 3 Years of Rent from Petition Date 10/1/2020 7/11/2021 283 days \$ 1,920,389.35  
**Cap** \$ 1,057,806.13

**Unpaid Rent and Late Charges as of Petition Date** \$ 339,529.09

**Expenses Incurred to Restore**

**Attorney Fees** \$ 11,420.89  
**Late Fees** \$ 20,228.12  
**Damages to Premises** \$ -  
**Liens** \$ 378,338.06

**Total Damage Claim** \$ 1,807,322.30

<b>Total Damage Claim</b>	<b>\$ 1,118,434.56</b>
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Insurance Increase Assumption 5% per annum  
Tax Increase Assumption 3% per annum

<b>Grand Prairie - Not Terminated or Rejected, Not a Debtor - DID NOT OPEN</b>
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Commencement Date 1/5/2018  
Petition Date 7/12/2018  
End of Lease Year 1/31/2019  
Expiration Date 1/31/2030

2018 Amount	\$ 534,163.08	\$ 69,712.20	\$ 11,278.83				
	Rent	Tax	Insurance	Admin Fee	AMC + AMUC	Total	
7/12/2018 - 1/31/2019	\$ 297,082.48	\$ 38,771.44	\$ 6,272.88	\$ 4,504.43	\$ 4,545.45	\$ 351,176.69	
2/1/2019 - 1/31/2020	\$ 544,846.38	\$ 71,803.57	\$ 11,842.77	\$ 8,364.63	\$ 8,329.59	\$ 645,186.94	
2/1/2020 - 1/31/2021	\$ 555,743.31	\$ 73,957.67	\$ 12,434.91	\$ 8,639.26	\$ 8,329.59	\$ 659,104.74	
2/1/2021 - 1/31/2022	\$ 566,858.18	\$ 76,176.40	\$ 13,056.66	\$ 8,923.31	\$ 8,329.59	\$ 673,344.13	
2/1/2022 - 1/31/2023	\$ 578,195.36	\$ 78,461.70	\$ 13,709.49	\$ 9,217.12	\$ 8,329.59	\$ 687,913.26	
2/1/2023 - 1/31/2024	\$ 589,759.25	\$ 80,815.55	\$ 14,394.96	\$ 9,521.05	\$ 8,329.59	\$ 702,820.40	
2/1/2024 - 1/31/2025	\$ 601,554.43	\$ 83,240.01	\$ 15,114.71	\$ 9,835.47	\$ 8,329.59	\$ 718,074.22	
2/1/2025 - 1/31/2026	\$ 613,585.52	\$ 85,737.21	\$ 15,870.45	\$ 10,160.77	\$ 8,329.59	\$ 733,683.54	
2/1/2026 - 1/31/2027	\$ 625,857.23	\$ 88,309.33	\$ 16,663.97	\$ 10,497.33	\$ 8,329.59	\$ 749,657.45	
2/1/2027 - 1/31/2028	\$ 638,374.38	\$ 90,958.61	\$ 17,497.17	\$ 10,845.58	\$ 8,329.59	\$ 766,005.32	
2/1/2028 - 1/31/2029	\$ 651,141.86	\$ 93,687.37	\$ 18,372.03	\$ 11,205.94	\$ 8,329.59	\$ 782,736.78	
2/1/2029 - 1/31/2030	\$ 664,164.70	\$ 96,497.99	\$ 19,290.63	\$ 11,578.86	\$ 8,329.59	\$ 799,861.77	
<b>Total Post-Petition</b>	<b>\$ 6,630,080.60</b>	<b>\$ 919,645.40</b>	<b>\$ 168,247.73</b>	<b>\$ 108,789.31</b>	<b>\$ 91,625.49</b>	<b>\$ 7,918,388.55</b>	

**Average monthly remaining** \$ 49,917.37 \$ 6,906.38 \$ 1,257.60 \$ 816.40 \$ 693.01 \$ 59,590.76  
**Third Year from Petition Date Per Diem** \$ 1,844.78

**Rejection Damage Calculation**

12 months					\$ 715,089.15
15% of remaining term					\$ 1,240,434.78
3 Years of Rent from Petition Date	2/1/2021	7/11/2021	160 days		\$ 1,950,632.92
Cap					\$ 1,240,434.78

**Unpaid Rent as of Petition Date** \$ 218,772.59

**Expenses Incurred to Restore** \$ 274.41  
**Attorney Fees** \$ 133,290.68  
**Late Fees** \$ 11,869.64  
**Damages to Premises** \$ -  
**Liens** \$ 270,302.86

<b>Total Damage Claim</b>	<b>\$ 1,874,944.96</b>
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<b>Grand Totals</b>
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**Rejection Damage Calculation**

12 months	\$ 4,673,956.05
15% of remaining term	\$ 7,553,091.48
3 Years of Rent from Petition Date	\$ 12,894,815.24
Cap	\$ 7,553,091.48

<b>Unpaid Rent as of Petition Date</b>	\$ 4,005,675.61
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<b>Expenses Incurred to Restore</b>	\$ 146,481.37
<b>Attorney Fees</b>	\$ 316,643.40
<b>Late Fees</b>	\$ 246,183.70
<b>Damages to Premises</b>	\$ -
<b>Liens</b>	\$ 1,047,990.65

<b>Total Damage Claim</b>	\$ 13,316,066.21
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**Exhibit C**

**Master Guaranty**

**AMENDED AND RESTATED MASTER GUARANTY OF LEASES**

THIS AMENDED AND RESTATED MASTER GUARANTY OF LEASES (the "Guaranty") is given, jointly and severally, by the guarantors named on the signature page hereof (collectively, the "Guarantors") to each landlord named on Exhibit A hereof (each landlord is referred to as a "Landlord") for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged.

**WITNESSETH:**

Each Landlord has demised to its respective tenant named on Exhibit A hereof (each tenant with its successors and assigns is hereinafter referred to as a "Tenant"), certain premises to be (or which has been) constructed on land described in and pursuant to the lease to such Tenant described on Exhibit A (each lease together with any and all modifications, amendments and extensions is hereinafter referred to as a "Lease").

Each Lease is currently guaranteed by Neighbors Global Holdings, LLC, a Delaware limited liability company ("Global Holdings"), which indirectly owns all or a part of the beneficial interests in each Guarantor. Guarantors acknowledge and agree that as and when an additional lease (each, an "Additional Lease") is signed by a direct or indirect subsidiary of Global Holdings (each, an "Additional Tenant") with the landlord named in the Additional Lease (each, an "Additional Landlord"), each Additional Tenant will execute and deliver to Landlord the Joinder Agreement (herein so called) in substantially the form attached hereto as Exhibit B, pursuant to which such Additional Tenant shall be bound as one of the Guarantors to this Guaranty as though it were an original party hereto, and upon execution of the Joinder Agreement, Exhibit A of this Guaranty will be deemed modified, supplemented and restated to include each Additional Lease, Additional Tenant and Additional Landlord as a "Lease," "Tenant" and "Landlord," respectively, under this Guaranty.

This Guaranty amends and restates in its entirety that certain Master Guaranty of Leases executed to be effective November \_\_\_\_, 2016 (the "Original Master Guaranty") to include certain Guarantors omitted from the Original Master Guaranty.

In order to ensure that each Landlord receives a guaranty of its Lease backed by the full credit of all Guarantors, notwithstanding Global Holdings' ownership of less than all of the beneficial interest in the Guarantors, the Guarantors agree as follows:

1. Guarantors do hereby jointly and severally, unconditionally and absolutely guarantee to each Landlord the full, prompt and complete payment by its Tenant of the rent and all other sums which may be payable by the Tenant under its Lease and the full, prompt and complete performance by the Tenant of all and singular the terms, covenants, conditions and provisions in its Lease required to be performed by the Tenant without regard to any forbearance, delay, neglect or failure on the part of the Landlord in enforcing same.

2. Guarantors do hereby waive notice of acceptance hereof and any and all other notices which by law or under the terms and provisions of a Lease are required to be given to a

Tenant, and also waive any demand for or notice of default of the payment of rent and other sums which may be payable by a Tenant under its Lease and the performance of all and singular the terms, covenants, conditions and provisions in the Lease required to be performed by the Tenant; and Guarantors do further expressly hereby waive any legal obligation, duty or necessity for a Landlord to proceed first against its Tenant or to exhaust any remedy the Landlord may have against its Tenant, it being agreed that in the event of default or failure of performance in any respect by the Tenant under a Lease, (i) a Landlord may proceed and have right of action solely against Guarantors or the Tenant or jointly against the Guarantors and the Tenant, and (ii) this Guaranty may be enforced by each Landlord, independently of any other Landlord, against one or more of the Guarantors.

3. In the event of any bankruptcy, reorganization, winding up or similar proceedings with respect to a Tenant, no limitation of such Tenant's liability under its Lease which may now or hereafter be imposed by any federal, state or other statute, law or regulation applicable to such proceedings, shall in any way limit the obligation of Guarantors hereunder, which obligation is co-extensive with such Tenant's liability as set forth in its Lease without regard to any such limitation.

4. Guarantors shall not be entitled to make any defense against any claim asserted by a Landlord in any suit or action instituted by the Landlord to enforce this Guaranty or its Lease or to be excused from any liability hereunder which a Tenant could not make or invoke, and Guarantors hereby expressly waive any defense in law or in equity which is not or would not be available to the Tenant, it being the intent hereof that the liability of Guarantors hereunder is primary and unconditional.

5. In the event it shall be asserted that a Tenant's obligations are void or voidable due to illegal or unauthorized acts by the Tenant in the execution of its Lease, Guarantors shall nevertheless be liable hereunder to the same extent as Guarantors would have been if the obligations of the Tenant had been enforceable against the Tenant.

6. In the event suit or action be brought upon and in connection with the enforcement of this Guaranty, Guarantors shall pay reasonable attorneys' fees and all court costs incurred by a Landlord.

7. This Guaranty shall remain in full force and effect as to any renewal, extension, modification or amendment of a Lease and as to any assigns of a Tenant's interest under its Lease, and despite any subletting of all or any portion of the leased premises.

8. This Guaranty shall be binding upon the heirs, legal representatives, successors and assigns of Guarantors, and shall inure to the benefit of the heirs, legal representatives, successors and assigns of each Landlord. A Landlord's interest under this Guaranty may be assigned by it by way of security or otherwise.

9. This Guaranty shall remain in full force and effect regardless of whether or not each Tenant continues to be owned in whole or in part or directly or indirectly by Global Holdings.

10. If a Guarantor is an entity, then the undersigned officer of such entity personally represents and warrants that the governing body of such entity, in a duly held meeting, has determined that this Guaranty may reasonably be expected to benefit said entity.

11. Guarantors agree that this contract is performable in Houston, Harris County, Texas and waives the right to be sued elsewhere.

SIGNATURE ON FOLLOWING PAGE

EXECUTED to be effective this 12th day of January, 2017.

GUARANTORS:

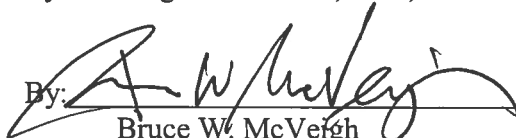
NEC AMARILLO EMERGENCY CENTER LP, a Texas limited partnership; NEC AMARILLO SOUTH EMERGENCY CENTER LP, a Texas limited partnership; NEC AURORA EMERGENCY CENTER LP, a Texas limited partnership; NEC BROWNSVILLE EMERGENCY CENTER LP, a Texas limited partnership; NEC CROSBY EMERGENCY CENTER LP, a Texas limited partnership; NEC ZARAGOZA EMERGENCY CENTER LP, a Texas limited partnership; NEC EASTSIDE EMERGENCY CENTER LP, a Texas limited partnership; NEC EL PASO UPPER VALLEY EMERGENCY CENTER LP, a Texas limited partnership; NEC GRAND PRAIRIE EMERGENCY CENTER LP, a Texas limited partnership; NEC GREELEY EMERGENCY CENTER LP, a Texas limited partnership; NEC HARLINGEN EMERGENCY CENTER LP, a Texas limited partnership; NEC YORKTOWN EMERGENCY CENTER LP, a Texas limited partnership; NEC KERVILLE EMERGENCY CENTER LP, a Texas limited partnership; NEC LAFAYETTE EMERGENCY CENTER LP, a Texas limited partnership; NEC LAKE JACKSON EMERGENCY CENTER LP, a Texas limited partnership; NEC LONGVIEW EMERGENCY CENTER LP, a Texas limited partnership; NEC LUBBOCK EMERGENCY CENTER LP, a Texas limited partnership; NEC LUFKIN EMERGENCY CENTER LP, a Texas limited partnership; NEC MCALLEN EMERGENCY CENTER LP, a Texas limited partnership; NEC MIDLAND EMERGENCY CENTER LP, a Texas limited partnership; NEC ODESSA EMERGENCY CENTER LP, a Texas limited partnership; NEC ORANGE EMERGENCY CENTER LP, a Texas limited partnership; NEC PARIS EMERGENCY CENTER LP, a Texas limited partnership; NEC PORT ARTHUR EMERGENCY CENTER LP, a Texas limited partnership; NEC PORTER EMERGENCY CENTER LP, a Texas limited partnership; NEC PUEBLO EMERGENCY CENTER LP, a Texas limited partnership; NEC SAN ANGELO EMERGENCY CENTER LP, a Texas limited partnership; NEC SEGUIN

EMERGENCY CENTER, LP, a Texas limited partnership; NEC TEXARKANA EMERGENCY CENTER LP, a Texas limited partnership; NEC TEXAS CITY EMERGENCY CENTER LP, a Texas limited partnership; NEC TYLER EMERGENCY CENTER LP, a Texas limited partnership; NEC VICTORIA EMERGENCY CENTER LP, a Texas limited partnership; NEC WICHITA FALLS EMERGENCY CENTER LP, a Texas limited partnership; NEC BELLAIRE EMERGENCY CENTER LP, a Texas limited partnership; NEC KINGWOOD EMERGENCY CENTER LP, a Texas limited partnership; NEC BAYTOWN EMERGENCY CENTER LP, a Texas limited partnership; NEC PASADENA EMERGENCY CENTER LP, a Texas limited partnership; NEC PEARLAND EMERGENCY CENTER LP, a Texas limited partnership; NEC MUELLER EMERGENCY CENTER LP, a Texas limited partnership; NEC BEAUMONT EMERGENCY CENTER LP, a Texas limited partnership; NEC LAKELINE EMERGENCY CENTER LP, a Texas limited partnership; NEC COLLEGE STATION EMERGENCY CENTER LP, a Texas limited partnership; NEC PHARR EMERGENCY CENTER LP, a Texas limited partnership; NEC WEST WARWICK EMERGENCY CENTER LP, a Texas limited partnership; NEC BRISTOL EMERGENCY CENTER LP, a Texas limited partnership; NEC WEATHERFORD EMERGENCY CENTER LP, a Texas limited partnership; NEC ABILENE EMERGENCY CENTER LP, a Texas limited partnership; NEC GREENVILLE EMERGENCY CENTER LP, a Texas limited partnership; NEC PHOENIX EMERGENCY CENTER LP, a Texas limited partnership; NEC HARTFORD EMERGENCY CENTER LP, a Texas limited partnership; NEC SANTA FE EMERGENCY CENTER LP, a Texas limited partnership; NEC SANTA ANA EMERGENCY CENTER LP, a Texas limited partnership; ARIZONA EMERGENCY CENTER 01 LP, a Texas limited partnership; and NEC WACO EMERGENCY CENTER LP, a Texas limited partnership.



By: Neighbors GP, LLC, its General Partner

By: Neighbors Health, LLC, its Manager

By:   
\_\_\_\_\_  
Bruce W. McVeigh  
Chief Operating Officer

Address: 10800 Richmond Ave.  
Houston, TX 77042

## EXHIBIT A

## SCHEDULE OF LEASES

LEASE	TENANT	LANDLORD
Lease Agreement Dated 04/21/2015	NEC AMARILLO EMERGENCY CENTER LP	RKMS AMARILLO LLC
Lease Agreement Dated 06/15/2016	NEC AMARILLO SOUTH EMERGENCY CENTER LP	RKMS AMARILLO #2 LLC
Lease Agreement Dated 11/24/2015	NEC AURORA EMERGENCY CENTER LP	RKMS AURORA LLC
Lease Agreement Dated 04/21/2015	NEC BROWNSVILLE EMERGENCY CENTER LP	RKMS BROWNSVILLE LLC
Lease Agreement Dated 04/17/2014	NEC CROSBY EMERGENCY CENTER LP	RKMS CROSBY LLC
Lease Agreement Dated 11/20/2014	NEC ZARAGOZA EMERGENCY CENTER LP	RKMS EL PASO LLC
Lease Agreement Dated 02/10/2015	NEC EASTSIDE EMERGENCY CENTER LP	RKMS EL PASO #2 LLC
Lease Agreement Dated 09/14/2016	NEC EL PASO UPPER VALLEY EMERGENCY CENTER LP	RKMS EL PASO #3 LLC
Lease Agreement Dated 08/25/2016	NEC GRAND PRAIRIE EMERGENCY CENTER LP	RKMS GRAND PRAIRIE LLC
Lease Agreement Dated 10/09/2015	NEC GREELEY EMERGENCY CENTER LP	RKMS GREELEY LLC
Lease Agreement Dated 04/21/2015	NEC HARLINGEN EMERGENCY CENTER LP	RKMS HARLINGEN LLC
Lease Agreement Dated 11/06/2013	NEC YORKTOWN EMERGENCY CENTER LP	RKMS HWY 6/YORKTOWN LLC
Lease Agreement Dated 05/31/2016	NEC KERRVILLE EMERGENCY CENTER LP	RKMS KERRVILLE LLC
Lease Agreement Dated 01/29/2016	NEC LAFAYETTE EMERGENCY CENTER LP	RKMS LAFAYETTE LLC
Lease Agreement Dated 01/26/2016	NEC LAKE JACKSON EMERGENCY CENTER LP	RKMS LAKE JACKSON LLC
Lease Agreement Dated 07/23/2015	NEC LONGVIEW EMERGENCY CENTER LP	RKMS LONGVIEW LLC
Lease Agreement Dated 12/21/2015	NEC LUBBOCK EMERGENCY CENTER LP	RKMS LUBBOCK LLC
Lease Agreement Dated 03/19/2016	NEC LUFKIN EMERGENCY CENTER LP	RKMS LUFKIN LLC
Lease Agreement Dated 04/21/2015	NEC MCALLEN EMERGENCY CENTER LP	RKMS MCALLEN #2 LLC
Lease Agreement Dated 11/20/2014	NEC MIDLAND EMERGENCY CENTER LP	RKMS MIDLAND LLC
Lease Agreement Dated 01/26/2015	NEC ODESSA EMERGENCY CENTER LP	RKMS ODESSA LLC
Lease Agreement Dated 09/12/2014	NEC ORANGE EMERGENCY CENTER LP	RKMS ORANGE LLC
Lease Agreement Dated 05/31/2016	NEC PARIS EMERGENCY CENTER LP	RKMS PARIS LLC
Lease Agreement Dated 01/26/2015	NEC PORT ARTHUR EMERGENCY CENTER LP	RKMS PORT ARTHUR LLC
Lease Agreement Dated 04/21/2015	NEC PORTER EMERGENCY CENTER LP	RKMS PORTER LLC
Lease Agreement Dated 10/09/2015	NEC PUEBLO EMERGENCY CENTER LP	RKMS PUEBLO LLC

Lease Agreement Dated 07/23/2015	NEC SAN ANGELO EMERGENCY CENTER LP	RKMS SAN ANGELO LLC
Lease Agreement Dated 01/29/2016	NEC SEGUIN EMERGENCY CENTER LP	RKMS SEGUIN LLC
Lease Agreement Dated 07/23/2015	NEC TEXARKANA EMERGENCY CENTER LP	RKMS TEXARKANA LLC
Lease Agreement Dated 12/09/2014	NEC TEXAS CITY EMERGENCY CENTER LP	RKMS TEXAS CITY LLC
Lease Agreement Dated 07/23/2015	NEC TYLER EMERGENCY CENTER LP	RKMS TYLER LLC
Lease Agreement Dated 06/15/2016	NEC VICTORIA EMERGENCY CENTER LP	RKMS VICTORIA LLC
Lease Agreement Dated 07/23/2015	NEC WICHITA FALLS EMERGENCY CENTER LP	RKMS WICHITA FALLS LLC

EXHIBIT B

JOINDER AGREEMENT

THIS JOINDER AGREEMENT is executed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by NEC [\_\_\_\_\_] CENTER LP, a Texas limited partnership (the "Additional Guarantor"). Capitalized terms used but not defined herein have the meanings given in the Guaranty (as defined below).

W I T N E S S E T H:

WHEREAS, the Guarantors have executed the Amended and Restated Master Guaranty of Lease dated January 12, 2017 (the "Guaranty"), pursuant to which the Guarantors have guaranteed the payment and performance of each Tenant's obligations under its Lease with the Landlord identified in the Guaranty; and

WHEREAS, Additional Guarantor, as tenant, has contemporaneously herewith entered into that certain Lease Agreement dated \_\_\_\_\_, 201\_\_\_\_ (the "Additional Lease") with RKMS [\_\_\_\_\_] LLC, a Texas limited liability company (the "Additional Landlord");

WHEREAS, Additional Guarantor is a direct or indirect subsidiary of Global Holdings and is required by the Guaranty to execute the Joinder Agreement.

NOW, THEREFORE, in consideration of the premises, the Additional Guarantor hereby agrees as follows:

1. Additional Guarantor agrees that it shall be bound as one of the Guarantors to the Guaranty as though it were an original party thereto, and Exhibit A of the Guaranty is hereby modified, supplemented and restated to reflect that (i) the Additional Lease is a Lease under the Guaranty, (ii) the Additional Landlord is a Landlord under the Guaranty, (iii) Additional Guarantor is a Tenant under the Guaranty.
2. This Joinder Agreement shall be attached to and become part of the Guaranty.

NEC [ ] EMERGENCY CENTER LP,  
a Texas limited partnership

By: Neighbors GP, LLC, its General Partner

By: Neighbors Health, LLC, its Manager

By: \_\_\_\_\_  
Bruce W. McVeigh  
Chief Operating Officer

Address: 10800 Richmond Ave.  
Houston, TX 77042

**Exhibit D**

**NEC Texas City Emergency Center, LP Lease**

LEASE AGREEMENT

between

RKMS TEXAS CITY LLC  
("Landlord")

and

NEC Texas City Emergency Center, LP  
("Tenant")

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**SUMMARY OF BASIC LEASE PROVISIONS**

1. **Location:** 3302 Palmer Highway, Texas City, TX
2. **Commencement Date:** See Article 5
3. **Landlord's Address:** c/o Read King, Inc.  
5850 San Felipe, Suite 490  
Houston, Texas 77057  
Attention: Mr. Tim Delgado
4. **Tenant's Address:** Before the Commencement Date:  
  
NEC Texas City Emergency Center, LP  
11130 Broadway  
Pearland, Texas 77584  
Attn: Paul Alleyne, MD  
  
From and after the Commencement Date:  
  
At the address of the Leased Premises  
Attention: Dr. Paul Alleyne
5. **Leased Premises:** 10,000 square feet
6. **Primary Term:** Twelve (12) years
7. **Extension Options:** Three (3) additional periods of Five (5) years
8. **Base Rent:** The Rent Schedule below shows estimated increases.  
The Rent Increases shall be equal to a 2% increase per year.

**Primary Term**

	<b><u>Rent Per Square Feet</u></b>	<b><u>Annual Rent</u></b>	<b><u>Monthly Rent</u></b>
Lease Year 1	\$ 36.93	\$ 369,300.00	\$ 30,775.00
Lease Year 2	\$ 37.67	\$ 376,686.00	\$ 31,390.50
Lease Year 3	\$ 38.42	\$ 384,219.72	\$ 32,018.31
Lease Year 4	\$ 39.19	\$ 391,904.11	\$ 32,658.68
Lease Year 5	\$ 39.97	\$ 399,742.20	\$ 33,311.85
Lease Year 6	\$ 40.77	\$ 407,737.04	\$ 33,978.09
Lease Year 7	\$ 41.59	\$ 415,891.78	\$ 34,657.65
Lease Year 8	\$ 42.42	\$ 424,209.62	\$ 35,350.80
Lease Year 9	\$ 43.27	\$ 432,693.81	\$ 36,057.82



Lease Year 10	\$ 44.13	\$ 441,347.69	\$ 36,778.97
Lease Year 11	\$ 45.02	\$ 450,174.64	\$ 37,514.55
Lease Year 12	\$ 45.92	\$ 459,178.13	\$ 38,264.84

Extension Terms

	<u>Rent Per Square Feet</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
Lease Year 13	\$ 46.84	\$ 468,361.69	\$ 39,030.14
Lease Year 14	\$ 47.77	\$ 477,728.93	\$ 39,810.74
Lease Year 15	\$ 48.73	\$ 487,283.51	\$ 40,606.96
Lease Year 16	\$ 49.70	\$ 497,029.18	\$ 41,419.10
Lease Year 17	\$ 50.70	\$ 506,969.76	\$ 42,247.48
Lease Year 18	\$ 51.71	\$ 517,109.16	\$ 43,092.43
Lease Year 19	\$ 52.75	\$ 527,451.34	\$ 43,954.28
Lease Year 20	\$ 53.80	\$ 538,000.37	\$ 44,833.36
Lease Year 21	\$ 54.88	\$ 548,760.37	\$ 45,730.03
Lease Year 22	\$ 55.97	\$ 559,735.58	\$ 46,644.63
Lease Year 23	\$ 57.09	\$ 570,930.29	\$ 47,577.52
Lease Year 24	\$ 58.23	\$ 582,348.90	\$ 48,529.07
Lease Year 25	\$ 59.40	\$ 593,995.88	\$ 49,499.66
Lease Year 26	\$ 60.59	\$ 605,875.79	\$ 50,489.65
Lease Year 27	\$ 61.80	\$ 617,993.31	\$ 51,499.44

9. **Percentage Rent:** None

10. **Guarantor:** Neighbors Health System, Inc., a Texas corporation

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**EXHIBITS**

Exhibit "A"	-	Legal Description of the Property
Exhibit "B"	-	Site Plan Depicting the Property
Exhibit "C"	-	Work Letter
Exhibit "D"	-	Acceptance Letter
Exhibit "E"	-	Confirmation of Commencement Date
Exhibit "F"	-	Building Fascia Sign Criteria
Exhibit "G"	-	Rules and Regulations
Exhibit "H"	-	Intentionally Deleted
Exhibit "I"	-	Form of Subordination, Non-Disturbance and Attornment Agreement
Exhibit "J"	-	Guaranty
Exhibit "K"	-	Form of Landlord Agreement

## **LEASE AGREEMENT**

**THIS LEASE AGREEMENT** (hereinafter called this "Lease" or this "Agreement") is made and entered into by and between RKMS Texas City LLC (hereinafter called "Landlord") and NEC Texas City Emergency Center, LP, a Texas limited partnership (hereinafter called "Tenant," whether one or more) (hereinafter called "Tenant").

### **ARTICLE 1 DEFINITIONS**

**1.1 Base Rent.** The term "Base Rent" shall mean the fixed minimum rental payable by Tenant to Landlord in accordance with Section 8 of the Summary of Basic Lease Provisions, and Article 7.1 hereof.

**1.2 Charges.** The term "Charges" shall mean the aggregate of Real Estate Taxes and Insurance Premiums, and an administrative charge payable to Landlord in an amount not to exceed ten percent (10%) of all of the foregoing costs and expenses.

**1.3 Commencement Date.** The term "Commencement Date" shall have the meaning assigned to such term in Article 5 hereof.

**1.4 Common Areas.** The term "Common Areas" shall mean all portions of the Property except for the Freestanding Building, which may include (if provided), but shall not be limited to, parking areas, driveways, truckways, delivery passages, truck loading areas, access and egress roads, walkways, sidewalks, pedestrian malls (covered or open), courts, corridors, and landscaping.

**1.5 Common Area Maintenance Costs. Intentionally deleted**

**1.6 Delivery Date.** The term "Delivery Date" shall mean the date the Freestanding Building (as defined in Article 1.10) is substantially completed (as defined in Section II of Exhibit C) and delivered to Tenant in such condition that Tenant can commence installation of Tenant's Work (as defined in Section 4.1).

**1.7 Effective Date.** The term "Effective Date" shall mean the date when both Landlord and Tenant have executed this Lease, which shall be filled in by the last party to execute this Lease on the signature page hereto.

**1.8 Extension Term.** The word "Extension Term" shall mean the three (3) additional, consecutive five (5) year terms by which Tenant has an option to extend this Lease as provided in Section 6.2 hereof.

**1.9 Gross Income. Intentionally deleted.**

**1.10 Gross Leasable Area.** The term “Gross Leasable Area” shall mean the floor area within the exterior surface of the outer glass or outer wall, as the case may be, enclosing the free-standing building located within the Leased Premises (the “Freestanding Building”), and shall be determined by measuring the floor area of the Freestanding Building from the exterior face of each side of the Freestanding Building to the exterior face of the opposite sides of the Freestanding Building. No floor or other area outside the boundaries stated in the preceding sentence shall be included in the floor area of the Freestanding Building. The parties acknowledge and agree that the Gross Leasable Area of the Freestanding Building shall be based on the foregoing measurement methodology, and is anticipated to be approximately Ten-Thousand (10,000) square feet. The Gross Leasable Area of the Freestanding Building may be more or less than Ten-Thousand (10,000) square feet as a result of minor variations resulting from actual construction and completion for occupancy. Once Landlord has determined the precise Gross Leasable Area of the Freestanding Building, it shall confirm the adjusted Gross Leasable Area and Base Rent, all of which are dependent on the actual amount of floor area covered or to be covered by this Lease, and this Lease shall be deemed amended upon such determination to change the Gross Leasable Area of the Freestanding Building and Base Rent to the amounts consistent with the actual Gross Leasable Area of the Freestanding Building. Any such amendment to this Lease of the Gross Leasable Area that exceeds 500 square feet shall require written approval of Tenant.

**1.11 Insurance Premiums.** The term “Insurance Premiums” shall mean the aggregate amount of all premiums, fees, charges, and other costs or expenses incurred by Landlord in connection with providing the insurance for the Leased Premises required by Section 11.1 hereof.

**1.12 Lease Month.** The term “Lease Month” shall mean any calendar month during a Lease Year.

**1.13 Lease Year.** The term “Lease Year” shall mean each successive twelve (12) month period, commencing on the Commencement Date, throughout the Term of this Lease, plus any additional period of time that may be required to be added in accordance with the provisions of Section 6.1 hereof.

**1.14 Lease Year Break Point.** Intentionally deleted.

**1.15 Leased Premises.** The term “Leased Premises” shall mean the Property (as defined in Article 1.21), the Freestanding Building, the parking areas, drive aisles, sidewalks, drainage systems (including water quality and detention), landscaping, pylon signage, and any and all other site improvements constructed within the exterior boundaries of the Property. The Freestanding Building shall be located in and be a part of the Leased Premises in the location shown on the Site Plan (as defined in Article 1.26).

**1.16 Partial Lease Month.** The term “Partial Lease Month” shall mean either: (i) the period beginning on the first (1st) day of the Primary Term (if such day is not the first (1st) day of a calendar month) and ending on the last day of such calendar month, subject to the provisions of Section 6.1; or (ii) the period beginning on the first (1st) day of the last calendar

month occurring during the Term, and ending on the last day of the Term (if such day is not the last day of a calendar month).

**1.17 Partial Lease Year.** The term "Partial Lease Year" shall mean either: (i) the period of time by which the first (1st) Lease Year of the Primary Term exceeds three hundred sixty-five (365) days as a result of the provisions of Section 6.1 hereof; or (ii) the period beginning on the first (1st) day of the final Lease Year and ending on the last day of the Term (if such date does not coincide with the end of a Lease Year).

**1.18 Partial Lease Year Break Point.** Intentionally deleted.

**1.19 Percentage Rent.** Intentionally deleted.

**1.20 Primary Term.** The term "Primary Term" shall mean the initial twelve (12) year term of this Lease.

**1.21 Property.** The term "Property" shall mean the property located at 3302 Palmer Highway, Texas City, TX which Property is more particularly described on Exhibit A attached hereto.

**1.22 Pro Rata Share.** Intentionally deleted

**1.23 Real Estate Taxes.** The term "Real Estate Taxes" shall mean any and all real property and/or ad valorem taxes, general, special or extraordinary assessments, maintenance fees, municipal utility district or other public, quasi-public or private fees, charges or assessments and any other taxes, assessments, charges or levies of every kind or character (including any lease, rent or occupancy tax) now or hereafter applicable to the Leased Premises, but excluding any income or profit taxes of Landlord. Real Estate Taxes shall also include the costs incurred by Landlord to contest, review or negotiate any tax or assessment applicable to the Property.

**1.24 Rent.** The term "Rent" shall mean the total of all payments to be made by Tenant hereunder including, but not limited to, Base Rent, Charges and all other sums specified herein to be additional rent.

**1.25 Restrictions.** The term "Restrictions" shall mean the restrictions of record recorded in the Official Public Records of Real Property of Galveston County, Texas, as of the Effective Date. Tenant hereby acknowledges and agrees that this Lease is subject to the Restrictions. Subject to the Restrictions, Tenant shall have full use and enjoyment of the Leased Premises, including all parking spaces included within the Property, and shall have the exclusive right to establish reasonable rules and regulations for the use of such parking areas.

**1.26 Site Plan.** The term "Site Plan" shall mean the proposed plan for the development of the Leased Premises as set forth on Exhibit "B" attached hereto. It is understood and agreed that the Site Plan is preliminary in nature and subject to modification, but no such

modification shall materially and adversely affect the location or visibility of the Freestanding Building without Tenant's written consent.

**1.27 Term.** The word "Term" of this Lease shall mean the Primary Term of this Lease together with any Extension Term(s) of this Lease.

**1.28 Work Letter.** The term "Work Letter" shall mean that certain Work Letter attached hereto as Exhibit "C" which shall govern the construction and improvement of the Leased Premises.

## **ARTICLE 2 DEMISE OF LEASED PREMISES**

For and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord does hereby demise and lease unto Tenant, and Tenant does hereby lease from Landlord, the Leased Premises, upon the terms, conditions and provisions hereinafter set forth. Provided, however, Tenant acknowledges that Landlord does not currently own the Property but has the right to purchase the property pursuant to that certain Commercial Contract – Improved Property (the "Purchase Agreement") by and between Landlord, as Buyer, and 24/7 Grill, LLC, as Seller. In the event that the Landlord does not close on its acquisition of the Property by February 5, 2015 (herein, the "Outside Acquisition Date"), either Tenant or Landlord may, as their sole and exclusive remedy, terminate the Lease upon written notice to the other given within thirty (30) days after the Outside Acquisition Date. Landlord represents and warrants to Tenant that Landlord is not a "referring physician" or a "referral source" as to Tenant for services paid for by Medicare or a state health care program, as the terms are defined under any federal or state health care anti-referral or anti-kickback, regulation, interpretation or opinion, and there are no referring physicians who are owners of any interest in Landlord, and that if there are is a change(s) to the foregoing conditions which affect Landlord, Landlord shall provide Tenant with written notice within ten (10) days of such change(s).

## **ARTICLE 3 USE AND OCCUPANCY**

**3.1 Use and Name.** Tenant agrees that the Leased Premises are to be used solely and for the operation of a freestanding emergency medical care facility and other health care related functions permitted by the Restrictions and applicable law (the "Permitted Use"), and Tenant shall not use or permit the use of the Leased Premises for any other purpose without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant's Permitted Use shall be subject to the Restrictions. The name under which Tenant's business is to be conducted at the Leased Premises shall be "Neighbors Emergency Center," and Tenant shall not conduct its business at the Leased Premises under any other name without Landlord's prior written consent, which consent shall not be unreasonably withheld.



**3.2 Covenant of Continuous Operation.** Throughout the Term of this Lease, Tenant covenants that it shall conduct its business in the Leased Premises with due diligence and without interruption. No interruption of Tenant's business by reason of strikes, walkouts, fire or other damage, enemy action, civil commotion, inability to obtain labor or materials or similar causes beyond Tenant's reasonable control shall constitute a default within the meaning of this Section. Tenant shall, except during reasonable periods for repairing, cleaning and decorating, keep the Leased Premises open to the public for business with adequate and competent personnel in attendance on all days and during all hours (including evenings) as is customary for the Permitted Use, except to the extent Tenant may be prohibited from being open for business by applicable law, ordinance or governmental regulation.

**3.3 Quiet Possession.** So long as Tenant is not in default hereunder, Landlord shall place Tenant in quiet possession of the Leased Premises throughout the Term hereof, and shall secure Tenant in the quiet possession thereof against all persons lawfully claiming the same during the entire Term of this Lease.

**3.4 Waste and Nuisance.** Tenant shall not commit, or suffer to be committed, any waste upon the Leased Premises, nor shall Tenant maintain, commit or permit the maintenance or commission of any unreasonable disturbance of others or public nuisance from or upon the Leased Premises. In addition, Tenant shall take appropriate steps to prevent its operations from clogging the utility lines serving the Leased Premises.

**3.5 Compliance.** The Leased Premises shall be delivered to Tenant in compliance with all applicable laws, ordinances, orders and regulations, including, but not limited to, the Americans with Disabilities Act. Subject to the preceding sentence, Tenant shall comply, at Tenant's sole cost and expense, with all existing and future laws, ordinances, orders and regulations affecting Tenant's use and occupancy of the Leased Premises and the cleanliness, safety or operation thereof. Tenant shall not use or occupy the Leased Premises for any purpose or in any manner which shall violate applicable law or any of the terms and provisions of this Lease or any instrument of record affecting the Leased Premises as of the Effective Date hereof, and Tenant shall be responsible at Tenant's sole risk and expense to obtain any and all permits or licenses required for the operation of its business. Tenant agrees to comply with the regulations and requirements of any insurance underwriter, inspection bureau or similar agency with respect to the Leased Premises, and to permit Landlord to comply with such regulations and requirements with respect to that portion of the Leased Premises comprising Landlord's Work. Tenant agrees not to: (i) permit any illegal practice to be carried on or committed on the Leased Premises; (ii) make use of or allow the Leased Premises to be used for any purpose other than that permitted under Section 3.1 hereof or that might invalidate or increase the rate of insurance therefor; (iii) keep or use or permit to be kept or used on the Leased Premises any flammable fluids, gases, explosives or other hazardous materials except in compliance with all applicable laws and regulations; (iv) deface or injure the Freestanding Building of the Leased Premises or the Property; or (v) overload the floor, roof, structural, mechanical, electrical or plumbing systems.

**3.6 Environmental Matters.**

(a) Definitions. As used herein, “Environmental Waste” shall mean any substance, material, or waste that is regulated by any federal, state, or local governmental or quasi-governmental authority because of its toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness, or reactivity; and “Environmental Requirements” shall mean all legal requirements relating to industrial hygiene, protection of human health, hazard communication, employees’ right-to-know, environmental protection, or the use, handling, storage, disposal, control, transportation, or emission of any Environmental Waste.

(b) Restrictions on Environmental Wastes. Tenant represents and warrants to Landlord that Tenant shall not cause or knowingly permit any Environmental Waste to be brought upon, generated, produced, kept, or used in or about the Leased Premises by Tenant or any of Tenant’s employees, agents, officers, directors, invitees, or licensees, except such Environmental Waste that is used on the Leased Premises in the ordinary course of Tenant’s business (and such business is one or more of the Permitted Uses), and provided Tenant complies with all Environmental Requirements in connection with such activities.

(c) Notices. Tenant shall promptly deliver to Landlord copies of any reports made to or received from any governmental entity arising out of or relating to any Environmental Waste on or from the Leased Premises, including without limitation, any emergency plans or inventories of Environmental Wastes submitted to any such governmental entity pursuant to any Environmental Requirement and copies of all hazardous waste manifests reflecting the disposal of all Environmental Wastes removed by Tenant from the Leased Premises. If at any time Tenant shall become aware or have reasonable cause to believe that any Environmental Waste, other than those already known by Landlord or permitted under this Lease, have come to be located in or about the Leased Premises, or that any known Environmental Wastes have been or may be released into the environment, Tenant shall immediately give notice thereof to Landlord.

(d) Compliance with Environmental Requirements. Tenant shall at its expense fully comply with all applicable Environmental Requirements and prudent industry practices. Except as discharged into the sanitary sewer in compliance with all applicable Environmental Requirements, Tenant shall cause all Environmental Wastes removed from the Leased Premises to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal and shall provide Landlord with evidence of such property disposal, including without limitation, all manifests (which manifests shall list Tenant as the generator of all such Environmental Wastes). Upon expiration or earlier termination of the Term of this Lease, Tenant shall cause to be removed from the Leased Premises, all Environmental Wastes that Tenant or any employee, officer, director, agent, licensee, or invitee of Tenant caused or permitted to be located there.

(e) Tenant’s Responsibility for Environmental Wastes. Tenant agrees to indemnify and hold Landlord harmless from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses (including without limitation reasonable attorneys’ fees, consultant fees, expert fees, and costs) arising out of or in connection with the removal, storage, transportation and disposal of Environmental Waste brought upon, generated, produced, kept, or used in or about the Leased Premises by Tenant or any of Tenant’s employees, agents, officers, directors, invitees, or licensees (collectively, “Tenant’s Waste”); the Tenant’s failure to comply



with any and all Environmental Requirements in connection with Environmental Waste used in or about the Leased Premises; any claims made by any of Tenant's employees, agents, officers, directors, licensees or invitees arising out of the presence, removal, storage or transportation of Tenant's Waste on or from the Leased Premises; and Tenant's use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of any Environmental Wastes in, on under, to about or from the Leased Premises.

**3.7 Access to Leased Premises.** Throughout the Term of this Lease, upon reasonable notice to Tenant and subject to Tenant's right to have a Tenant representative present at all times and during Tenant's normal business hours (but at times that do not unduly interfere with Tenant's business), except in an bona fide emergency situation during which Landlord or its agents or contractors may enter the Leased Premises without notice at any time, Landlord or its agents or contractors may enter the Leased Premises for the purposes of: (i) inspecting same for compliance with Tenant's obligations hereunder; (ii) performing any obligations of Landlord; and (iii) displaying the Leased Premises to prospective purchasers, mortgagees, or, during the last six (6) months of the Term, prospective tenants. Unless Tenant is in Default (as hereinafter defined), Landlord's uses or activities pursuant to this Section 3.7 shall be conducted in a manner not to unreasonably interfere with Tenant's use and enjoyment of the Leased Premises. In no event shall Landlord, its agents or employees have access to any patient medical records or other "protected health information" (as such term is defined in the Health Insurance Portability and Accountability Act of 1996, as amended) stored or maintained at the Leased Premises. Landlord and Landlord's agents and contractors shall conduct the foregoing activities in a manner reasonably calculated to minimize interference with Tenant's ongoing patient care activities at the Leased Premises.

## ARTICLE 4 ORIGINAL CONSTRUCTION

**4.1 Landlord's Work and Tenant's Work.** Landlord agrees, at its sole cost and expense, to perform "Landlord's Work" (as defined in the Work Letter) in the construction of the Leased Premises substantially in accordance with the Work Letter. All work in or upon the Leased Premises other than the Landlord's Work is to be performed by Tenant at Tenant's sole cost and expense (such work being hereinafter called "Tenant's Work") as described in the Work Letter. Landlord's Work and Tenant's Work shall in all respects be governed by and performed in accordance with the Work Letter.

**4.2 Acceptance of Leased Premises.** Except for the performance of Landlord's Work as set forth in the Work Letter and other terms and conditions of this Lease, Tenant will accept the Leased Premises in their "AS IS, WHERE IS" conditions, with all faults, and agrees that, except as specifically provided to the contrary in this Lease, Landlord shall have no obligation to perform any work in or about the Leased Premises. Tenant shall have a period of thirty (30) days following the Delivery Date to provide Landlord with a list (the "Punch List") setting forth in detail any defects with respect to Landlord's Work in or about the Leased Premises. In the event Tenant shall fail to deliver such Punch List to Landlord within said thirty (30) day period, Tenant shall be deemed to have accepted Landlord's Work. If Tenant shall deliver such Punch List to Landlord within said 30-day period, then Landlord shall be obligated

within a reasonable amount of time to cure any defects relating to such Punch List. Within ten (10) business days of (i) Landlord's cure of the defects, if any, specified in Tenant's notice, (ii) the determination of the Gross Leasable Area of the Freestanding Building as provided for herein, and (iii) Landlord's delivery of an Acceptance Letter in substantially the form of Exhibit "D" attached hereto with all true factual information inserted, and a written request from Landlord for Tenant to execute said letter, Tenant shall execute and deliver said letter to Landlord.

**4.3 Services.** As part of Landlord's Work, Landlord shall cause the necessary mains, conduits and other facilities to be provided to make water, sanitary sewer, drainage systems (including water quality and detention) phone, conduit for data, refuse collection, natural gas, and electricity available to the Leased Premises, including, to the extent applicable, the Freestanding Building. The foregoing provisions shall not require that Landlord pay any utility or other deposits or charges of any kind or nature on behalf of Tenant for utility services used in the Leased Premises. The parties shall cause all such services to be separately metered to the Leased Premises. Landlord shall not be liable to Tenant in damages or otherwise if the said utilities or services are interrupted or terminated because of necessary repairs, installations or improvements, or any cause beyond Landlord's reasonable control, nor shall any such interruption or termination relieve Tenant of the performance of any of its obligations hereunder. No interruption shall be construed as either a constructive or actual eviction of Tenant or cause any abatement of Rent unless due to the gross negligence or willful misconduct of Landlord. Notwithstanding the foregoing, if the interruption or termination in utilities results from Landlord's negligence and materially interferes with Tenant's use of the Leased Premises for a period of three (3) consecutive working days, Rent shall equitably abate during the period following such three (3) working days that the interruption or termination in utilities continues to materially interfere with Tenant's use of the Leased Premises.

**4.4 Insurance During Construction.** Tenant agrees, at Tenant's sole cost and expense, to obtain and maintain (or cause to be obtained and maintained) public liability and property damage insurance and worker's compensation insurance adequate to fully protect Landlord, as well as Tenant, from and against any and all liability for death of or injury to person or damage to property caused in or about or by reason of the construction of Tenant's Work. The public liability insurance to be maintained by Tenant shall be in at least the amount of \$1 million per occurrence and \$2 million in the aggregate.

**4.5 Construction.** In the event Landlord's Work and Tenant's Work shall progress simultaneously, Landlord shall not be liable for any injury to person or damage to property of Tenant, or of Tenant's employees, licensees, agents, contractors, subcontractors, suppliers or invitees from any cause whatsoever occurring upon or about the Leased Premises, except the negligence, illegal conduct or willful misconduct of Landlord or its agents or employees, and Tenant shall indemnify and hold Landlord harmless from any and all liability and claims arising out of or connected with any such injury or damage unless such liability is the result of Landlord's negligence, illegal conduct or willful misconduct, or that of its agents or employees.

## ARTICLE 5

## COMMENCEMENT DATE

Tenant's obligation to pay Rent shall commence on the date (hereinafter called the "Commencement Date") which is the earlier of: (a) one hundred and fifty (150) days after the Delivery Date, or (b) the date Tenant opens for business in the Freestanding Building. Landlord and Tenant agree to execute a Confirmation of the Commencement Date in substantially the form attached hereto as Exhibit "E" within ten (10) business days after (i) the Commencement Date is established, (ii) Landlord's delivery to Tenant of Confirmation of the Commencement Date in substantially the form of Exhibit "E" attached hereto with all true factual information inserted, and (iii) a written request from Landlord for Tenant to execute said letter.

## ARTICLE 6 TERM

**6.1 Primary Term.** The Primary Term of this Lease shall begin on the Effective Date and shall end on the last day of the one hundred forty-fourth (144th) full calendar month after the Commencement Date, unless sooner terminated in accordance with the provisions hereof; provided, however, that, if the Commencement Date is a day other than the first (1st) day of a calendar month, then the first (1st) Lease Year shall begin on the Commencement Date and end on the last day of the month following the expiration of twelve (12) months after the Commencement Date, each subsequent Lease Year shall begin on the first day of the month following the end of the preceding Lease Year and continue for the next consecutive twelve month period, and the Primary Term shall continue until the last day of the month following the expiration of one hundred forty-four (144) full calendar months after the Commencement Date.

**6.2 Extension Options.** Provided that Tenant is not in default of any material term, covenant, or condition contained in this Lease when exercising an "Extension Option," as defined below, Tenant shall have three (3) successive options (each such option is individually called an "Extension Option") to extend this Lease for additional periods of five (5) years each (each such term is individually called an "Extension Term") on the same terms and conditions as provided herein; provided, however, that the Base Rent payable during each Extension Term shall be as provided in Section 7.1 (c) hereof. In order to exercise an Extension Option, Tenant shall notify Landlord in writing of Tenant's intention to extend not more than one (1) year nor less than six (6) months prior to the end of the Primary Term (or the then expiring Extension Term, if any, as the case may be) of this Lease. Time is of the essence. In the event that Tenant fails to provide written notice to Landlord of Tenant's exercise of an Extension Option within the time period specified above, the Extension Option (and all subsequent Extension Options) shall automatically terminate and Tenant shall be deemed to have irrevocably waived such Extension Options.

**6.3 Holdover.** If Tenant shall remain in possession of the Leased Premises after the expiration or sooner termination of this Lease, then Tenant shall be a tenant at will, terminable at any time, and shall be liable for 150% of the Base Rent in effect at the expiration or sooner termination of this Lease, and shall be subject to all of the other obligations of Tenant under this Lease. Additionally, Tenant shall pay to Landlord all actual damages sustained by

Landlord on account of such holding over by Tenant. Nothing contained in the foregoing, however, shall be construed as the consent to any holding over by Landlord.

## ARTICLE 7 BASE RENT AND ADDITIONAL RENT

7.1 **Base Rent.** Tenant does hereby covenant and agree to pay a fixed minimum rental (hereinafter called "Base Rent") to Landlord, without notice, counterclaim or (except as specifically provided herein to the contrary) offset, for the use and occupancy of the Leased Premises, at the times and in the manner hereinafter provided, as follows:

(a) During the Primary Term of this Lease, Tenant shall pay Landlord Base Rent in the following amounts, subject to adjustment in accordance with Section 1.10 and 7.1(b):

(b) The Rent Schedule below shows estimated increases. The Rent Increases shall be equal to a 2% increase per year.

### Primary Term

	<u>Rent Per Square Feet</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
Lease Year 1	\$ 36.93	\$ 369,300.00	\$ 30,775.00
Lease Year 2	\$ 37.67	\$ 376,686.00	\$ 31,390.50
Lease Year 3	\$ 38.42	\$ 384,219.72	\$ 32,018.31
Lease Year 4	\$ 39.19	\$ 391,904.11	\$ 32,658.68
Lease Year 5	\$ 39.97	\$ 399,742.20	\$ 33,311.85
Lease Year 6	\$ 40.77	\$ 407,737.04	\$ 33,978.09
Lease Year 7	\$ 41.59	\$ 415,891.78	\$ 34,657.65
Lease Year 8	\$ 42.42	\$ 424,209.62	\$ 35,350.80
Lease Year 9	\$ 43.27	\$ 432,693.81	\$ 36,057.82
Lease Year 10	\$ 44.13	\$ 441,347.69	\$ 36,778.97
Lease Year 11	\$ 45.02	\$ 450,174.64	\$ 37,514.55
Lease Year 12	\$ 45.92	\$ 459,178.13	\$ 38,264.84

(c) During Extension Term(s) of this Lease, if so exercised by Tenant as provided herein, Tenant shall pay Landlord Base Rent in the following amounts, subject to adjustment in accordance with Section 1.10 and 7.1(b):

### Extension Terms

	<u>Rent Per Square Feet</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
Lease Year 13	\$ 46.84	\$ 468,361.69	\$ 39,030.14

Lease Year 14	\$ 47.77	\$ 477,728.93	\$ 39,810.74
Lease Year 15	\$ 48.73	\$ 487,283.51	\$ 40,606.96
Lease Year 16	\$ 49.70	\$ 497,029.18	\$ 41,419.10
Lease Year 17	\$ 50.70	\$ 506,969.76	\$ 42,247.48
Lease Year 18	\$ 51.71	\$ 517,109.16	\$ 43,092.43
Lease Year 19	\$ 52.75	\$ 527,451.34	\$ 43,954.28
Lease Year 20	\$ 53.80	\$ 538,000.37	\$ 44,833.36
Lease Year 21	\$ 54.88	\$ 548,760.37	\$ 45,730.03
Lease Year 22	\$ 55.97	\$ 559,735.58	\$ 46,644.63
Lease Year 23	\$ 57.09	\$ 570,930.29	\$ 47,577.52
Lease Year 24	\$ 58.23	\$ 582,348.90	\$ 48,529.07
Lease Year 25	\$ 59.40	\$ 593,995.88	\$ 49,499.66
Lease Year 26	\$ 60.59	\$ 605,875.79	\$ 50,489.65
Lease Year 27	\$ 61.80	\$ 617,993.31	\$ 51,499.44

(d) Base Rent shall be payable in monthly installments, with the first monthly installment due on or before the Commencement Date, and subsequent installments of Base Rent shall be due and payable on or before the first day of each succeeding calendar month during the Term; provided that if the Commencement Date is a day other than the first day of a calendar month, Tenant shall pay a prorated amount of Base Rent on or before the Commencement Date for such Partial Lease Month based upon the number of days from the Commencement Date to the end of the calendar month and the actual number of days in the calendar month. Contemporaneously with the execution of this Lease, Tenant shall pay to Landlord the Base Rent for the first (1<sup>st</sup>) full month of the Primary Term in the amount of \$30,775.00.

7.2 **Charges.** In addition to the Base Rent described in Section 7.1 hereof and all other sums to be paid by Tenant hereunder, Tenant does hereby covenant and agree to pay to Landlord, as additional rent hereunder, all Charges for the Leased Premises. On or before the Commencement Date, Landlord shall provide Tenant a good faith estimate of the Charges to be paid monthly by Tenant through the end of the then current calendar year. Likewise, prior to the beginning of each calendar year, Landlord shall furnish to Tenant a good faith estimate of the annual Charges for such calendar year, and Tenant shall pay to Landlord, along with its monthly installments of Base Rent, one-twelfth (1/12th) of such estimated Charges. The first monthly installment of Charges shall be due and payable on or before the Commencement Date, and subsequent installments of Charges shall be due and payable on or before the first day of each succeeding calendar month during the Term; provided that if the Commencement Date is a day other than the first day of a calendar month, Tenant shall pay a prorated amount of Charges on or before the Commencement Date for such Partial Lease Month based upon the number of days from the Commencement Date to the end of the calendar month and the actual number of days in such calendar month. Within one hundred twenty (120) days following the end of each calendar year, Landlord shall determine the amount of the actual Charges for such year and shall furnish to Tenant an itemization thereof, and Landlord and Tenant shall make any payments or adjustments necessary to reconcile the estimated Charges with the actual Charges within thirty (30) days thereafter. Landlord and Tenant hereby each acknowledge and agree that they are



knowledgeable and experienced in commercial transactions and further hereby acknowledge and agree that the provisions of this Lease for determining Charges are commercially reasonable and valid even though such methods may not state precise mathematical formulae for determining such Charges.

**7.3 Utilities.** Tenant shall arrange for and during the Term hereof pay all charges for telephone, gas, electricity, water, and all other utilities or services used in, on or about the Leased Premises by Tenant, and for the removal of rubbish therefrom before they shall become delinquent, and shall hold Landlord harmless from any liability therefor. Tenant shall, at its sole cost, separately meter all utilities utilized by Tenant serving the Leased Premises.

**7.4 Payment of Rent.** All Rent payable by Tenant to Landlord shall be paid in lawful money of the United States of America, without any deduction or (except as specifically provided herein to the contrary) offset whatsoever and without prior notice or demand, and at such place or places as may be designated from time-to-time by Landlord.

**7.5 Late Charges.** Should Tenant fail to pay to Landlord when due any payment of Rent or other charges provided hereunder, Tenant agrees to pay to Landlord, in addition to such Rent or other charges, an administrative charge equal to the greater of (a) \$250.00 or (b) five percent (5%) of the Rent or other charges then due to defray the additional costs that Landlord will incur in handling the late payment, plus interest at the rate of 1% per month, such interest to accrue continuously on any unpaid amount due to Landlord by Tenant during the period from the date due until the date paid. Any late charge or interest payment shall be payable as additional rent under this Lease, and shall be payable immediately on demand. Provided, however, Landlord agrees not to impose a late charge or interest the first (1st) two (2) instances in a calendar year when the payment is made within five (5) days of its due date. If any Rent or other charges due hereunder are paid by check which is returned unpaid, Tenant's payment shall not be considered received until Landlord receives good funds; moreover, Tenant shall, in addition to the late charge and interest due above, pay an additional fee equal to the amount charged to Landlord by its bank to compensate Landlord for its expense and effort in connection with the dishonored check.

## ARTICLE 8 PERCENTAGE RENT

**8.1 Determination of Percentage Rent.** Intentionally deleted.

**8.2 Books and Records of Tenant.** Intentionally deleted.

**8.3 Landlord's Right to Audit.** Intentionally deleted.

**8.4 Relationship of Landlord and Tenant.** The provisions herein set forth are not intended, nor shall the same be deemed or construed, to create a partnership between Landlord and Tenant, to make them joint venturers, nor to make Landlord in any way responsible for the debts or obligations of Tenant.

## **ARTICLE 9 REPAIRS AND MAINTENANCE**

**9.1 Landlord's Obligations.** Landlord shall have no obligation to maintain or repair the Leased Premises.

**9.2 Tenant's Obligations.** Tenant shall maintain and repair all of the Leased Premises and keep the Leased Premises in good condition and repair and in substantially the same condition as exists upon the completion of Landlord's Work and Tenant's Work, ordinary wear and tear excepted. Tenant's maintenance and repair obligations shall include, but are not be limited to, the maintenance and repair of the interior and exterior of the Freestanding Building including, but not limited to, the foundations, private utility lines utilized by Tenant serving the Leased Premises that are located outside of the Freestanding Building and connections thereof to the Freestanding Building, structural systems (including, without limitation, the roof structure, roof covering, load-bearing walls and floor slabs), building exterior and masonry walls, any and all doors, windows and window casements, glazing, heating and air conditioning systems, and plumbing, pipes, electrical wiring, and conduits within the Freestanding Building, subject to any warranties assigned to Tenant pursuant to the Work Letter which are in effect covering any such maintenance and repair of any of the foregoing. Tenant shall keep the Leased Premises at all times in a clean, tenantable condition and shall not permit any garbage, rubbish, refuse of any kind to accumulate in or about the Leased Premises. Tenant shall take precautions to make certain trash from its business does not obstruct the sewer lines. Further, Tenant shall at all times maintain the Common Areas and Property Sign (as such term is defined in Article 15 herein) in a first class condition and appearance.

## **ARTICLE 10 ALTERATIONS**

**10.1 Alterations.** Tenant shall not make any alterations in any portion of the Leased Premises, including, without limitation, roof penetrations, without, in each instance, first obtaining the written consent of Landlord, which may be given or withheld in Landlord's sole discretion. Landlord may condition its approval of roof penetrations on Tenant's use, at Tenant's sole cost and expense, of Landlord's roof contractor. Notwithstanding anything contained herein to the contrary, Tenant shall have the right at any time and from time to time during the Term to make any alterations, additions or improvements to the interior portions of the Freestanding Building (so long as such alterations, additions or improvements do not affect the structural systems of the Freestanding Building or the mechanical, electrical, plumbing or HVAC systems) as Tenant deems necessary or appropriate in connection with the requirements of Tenant's business, without the necessity of obtaining the prior written consent of Landlord. All alterations, additions or improvements shall be accomplished at Tenant's sole cost and expense, in a good and workmanlike manner and in accordance with the provisions of this Lease and all applicable laws. Following Tenant's completion of any alterations, additions or improvements requiring the approval of Landlord, Tenant shall deliver any final plans and specifications received by Tenant in connection with any such alterations, additions or improvements to Landlord if requested in writing by Landlord. All alterations, additions, and improvements provided for herein shall become, except as otherwise provided, upon termination of this Lease,

the property of Landlord, subject to the terms of this Lease.

**10.2 Workmanship.** Any alterations to the Leased Premises shall conform in material and workmanship to that of the original construction of the Leased Premises and shall be performed in a good and workmanlike manner. All such work, upon completion thereof, shall become a part of the Leased Premises. Alterations requiring building permits shall be performed pursuant to plans and specifications prepared by a duly licensed architect or engineer and shall be done pursuant to a validly issued building permit and in conformity with all applicable laws, codes and ordinances. Any construction or alteration of the Leased Premises shall not injure or adversely affect the value of the Leased Premises.

## **ARTICLE 11 INSURANCE**

**11.1 Landlord's Insurance.** Landlord may procure and maintain throughout the Term of this Lease full and adequate insurance for the Property that Landlord, in its reasonable discretion, considers appropriate. Without limiting the generality of the foregoing sentence, Landlord shall procure and maintain and recover as a part of the Charges payable by Tenant, insurance of the following character:

(a) Insurance against loss by fire, lightning and other casualties and risks customarily covered by all risk coverage endorsement in amounts not less than the "full insurable value" of all buildings and other improvements constituting a part of the Property. The term "full insurable value" as used herein means the then current value for actual replacement costs, including cost of debris removal. Such policy of insurance shall be endorsed so as to provide loss of rental income coverage to Landlord, including all Rent and additional rent payable by all tenants of the Property, for a period of not less than one (1) year. Notwithstanding the foregoing, Landlord shall only be required to maintain flood and/or earthquake insurance with respect to the Property if Landlord's lender requires that such insurance be maintained.

(b) Worker's Compensation Insurance in compliance with applicable local Worker's Compensation laws.

**11.2 Tenant's Insurance.** Tenant shall at all times during the Term of this Lease, at Tenant's sole cost and expense, maintain full and adequate insurance for the operation of Tenant's business in the Leased Premises including, but not limited to, insurance of the following character:

(a) Coverage for fire and windstorm with additional coverage as provided by an all risk endorsement on all of Tenant's alterations, additions, improvements, fixtures, furnishings, inventory, equipment, signs, and personal property located at the Leased Premises in amounts not less than the "full insurable value" thereof.

(b) Commercial general liability insurance with broad form endorsement covering the legal liability of Landlord and Tenant, including, without limitation (if Tenant serves alcoholic beverages on the Leased Premises), liability resulting from the sale or giving



away or consumption of alcoholic beverages on the Leased Premises, against claims for bodily injury, death, or property damage occurring on, in, or about the Leased Premises in the minimum amounts of \$1,000,000.00 combined single limit with respect to one occurrence and \$2,000,000 in the aggregate, and \$250,000.00 for all claims for property damage with respect to any one occurrence and \$500,000.00 in the aggregate.

(c) Worker's Compensation Insurance in compliance with applicable local Worker's Compensation laws.

**11.3 Insurance Carriers.** Tenant's insurance shall be written by companies of recognized financial standing which are well rated by national rating organizations and are legally qualified to issue such policies of insurance in the State where the Property is located, and shall name as the insured parties: (i) Landlord as an insured or additional insured under all liability insurance policies; (ii) any mortgagee of Landlord holding a lien or security interest against this Lease under standard mortgagee's endorsements; and (iii) Tenant as its interest may appear. Tenant's insurance policies shall be primary and noncontributing, with the policies of Landlord and Landlord's mortgagees being excess, secondary and noncontributing.

**11.4 Cancellation; Certificates of Insurance.** Every policy of insurance required hereunder shall provide that at least thirty (30) days prior written notice of cancellation shall be given to Landlord and any mortgagee of Landlord and shall not be invalidated by any act or neglect of Landlord or Tenant or any owner of the Property or any interest therein, nor by any foreclosure or any other proceedings or notices thereof relating to the Property or any interest therein, nor by any change in the title or ownership of the Property or interests therein. Tenant shall promptly deliver to Landlord certificates of insurance evidencing all the insurance which is required to be maintained by Tenant hereunder and Tenant shall, within thirty (30) days prior to the expiration of any such insurance, deliver other original or duplicate policies or certificates of insurance evidencing the renewal of such insurance. If Tenant fails to comply with the foregoing requirements relating to insurance, Landlord may obtain such insurance and Tenant shall pay to Landlord on demand as additional rent hereunder the premium cost thereof plus interest at the maximum contractual rate (but in no event to exceed 1-1/2% per month) from the date of payment by Landlord until repaid by Tenant.

## ARTICLE 12 INDEMNIFICATION AND WAIVERS

**12.1 Indemnification.** TENANT COVENANTS THAT LANDLORD SHALL NOT BE LIABLE FOR ANY DAMAGE OR LIABILITY OF ANY KIND OR FOR ANY INJURY TO OR DEATH OF PERSONS OR DAMAGE TO PROPERTY OF TENANT OR ANY OTHER PERSON DURING THE TERM OF THIS LEASE, CAUSED BY OR RESULTING DIRECTLY FROM THE CONSTRUCTION, USE, OCCUPANCY, OR ENJOYMENT OF THE LEASED PREMISES BY TENANT INCLUDING, BUT NOT LIMITED TO, DAMAGE OR LIABILITY OF ANY KIND OR FOR ANY INJURY TO OR DEATH OF PERSONS OR DAMAGE TO PROPERTY OF TENANT RESULTING FROM THE SECURITY PROVIDED BY LANDLORD OR LANDLORD'S FAILURE TO PROVIDE SECURITY AT THE LEASED PREMISES, EXCEPT IN THE EVENT OF LANDLORD'S

GROSS NEGLIGENCE, ILLEGAL CONDUCT OR WILLFUL MISCONDUCT. TENANT HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD LANDLORD HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, DEMANDS, SUITS, LOSSES, COSTS, EXPENSES, AND LIABILITIES WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES OF LITIGATION, ON ACCOUNT OF ANY SUCH REAL OR CLAIMED DAMAGE OR LIABILITY, AND FROM ALL LIENS, CLAIMS, AND DEMANDS OCCURRING IN OR ON THE LEASED PREMISES, OR ARISING OUT OF THE CONSTRUCTION, USE, OCCUPANCY, OR ENJOYMENT OF THE LEASED PREMISES, OR ANY REPAIRS OR ALTERATIONS WHICH TENANT MAY MAKE UPON THE LEASED PREMISES, OR OCCASIONED IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF TENANT, ITS AGENTS, CONTRACTORS, SERVANTS OR EMPLOYEES, EXCEPT IN THE EVENT OF LANDLORD'S GROSS NEGLIGENCE, ILLEGAL CONDUCT, OR WILLFUL MISCONDUCT. TENANT'S INDEMNIFICATIONS IN THIS SECTION IN NO WAY LIMIT TENANT'S RIGHTS OR REMEDIES DUE TO A DEFAULT BY LANDLORD UNDER THE TERMS OF THIS LEASE. THE PROVISIONS OF THIS SUBSECTION SHALL SURVIVE THE EXPIRATION OR SOONER TERMINATION OF THIS LEASE.

**12.2 Waivers of Recovery And Subrogation.** Landlord and Tenant hereby waive any rights each may have against the other on account of any loss or damage (INCLUDING LOSS OR DAMAGE RESULTING FROM NEGLIGENCE AND STRICT LIABILITY) occasioned to Landlord or Tenant arising from any risk covered by any policy of insurance covering the Leased Premises and/or the Property and maintained or required to be maintained (whether or not actually maintained) by either Landlord or Tenant in accordance with Article 11 hereof. Landlord and Tenant, on behalf of their respective insurance company or companies insuring the Leased Premises and the Property and any property located thereon, hereby waive any right of subrogation that they may have one against the other, and agree to cause their respective insurance policies to be endorsed so as to give full effect to the foregoing waivers.

## **ARTICLE 13 DAMAGE AND DESTRUCTION**

### **13.1 Casualty.**

(a) If the Leased Premises or the Property are damaged or destroyed by fire or other casualty, Tenant shall give prompt written notice thereof to Landlord.

(b) If such damage was caused by a fire or other casualty covered by the insurance carried by Landlord, and such damage can be repaired within one hundred eighty (180) days from the commencement of repairs, then, subject to the following provisions of this Article 13, Landlord shall repair and restore the Leased Premises and the Property to substantially the same condition as existed at the time of such fire or other casualty. If the Leased Premises or the Property shall be damaged: (i) by fire or other casualty not covered by the insurance carried by Landlord; or (ii) to an extent that it cannot be repaired within one hundred eighty (180) days from the commencement of repairs, then either Landlord or Tenant shall have the option to

terminate this Lease by so notifying the other party within thirty (30) days after Landlord's receipt of notice of such fire or other casualty. Failure to give notice within such thirty (30) day period shall be deemed an election not to terminate this Lease, and Landlord shall proceed to repair and restore the Leased Premises and the Property as aforesaid.

### **13.2**

**Abatement of Rent.** The monthly installments of Base Rent and Charges required to be paid by Tenant pursuant to Sections 7.1 and 7.2 hereof shall be abated in proportion to the portions of the Leased Premises, if any, which are rendered untenable by fire or other casualty covered by the insurance against loss by fire, lightning and other casualties and risks customarily covered by all risk coverage endorsement until repairs of the Leased Premises are completed, or if the Leased Premises are not repaired, until the termination date hereof. Other than for such abatement, no damages, compensation, or claims shall be payable by Landlord for loss of the use of the whole or any part of the Leased Premises, Tenant's personal property, or any inconvenience, loss of business or annoyance arising from any repair and reconstruction. If the damage results from a cause not insured by insurance against loss by fire, lightning and other casualties and risks customarily covered by all risk coverage endorsement, Tenant shall not be entitled to any abatement or reduction of any Rent or other sums due hereunder. If this Lease is terminated as provided in Section 13.1(b) above, all Rent shall be apportioned and paid up to the termination date, any Rent paid and attributable to the period after such termination shall be refunded to Tenant, and the parties hereto shall have no further obligations hereunder. Landlord shall not be liable for the cost of the repair or replacement of any alterations, improvements, additions, fixtures, furniture, equipment, furnishings, or other personal property which Tenant is obligated to insure or which it may be entitled to remove from the Leased Premises pursuant to the terms hereof.

**13.3 End of Term Casualty.** Anything contained in the foregoing to the contrary notwithstanding, Landlord shall have no obligation whatsoever to repair, reconstruct, or restore the Leased Premises when the damage resulting from any casualty covered under this Article occurs during the last twenty-four (24) months of the Primary Term or any Extension Term of this Lease, unless Tenant exercises an option to extend the Term of this Lease as provided in Section 6.2 hereof within thirty (30) days after such casualty. If Landlord elects not to repair, reconstruct or restore the Leased Premises, Tenant may, at its option, terminate this Lease, such termination to be effective as of the date of the fire or other casualty and any Rent paid and attributable to the period after such termination date shall be refunded to Tenant.

**13.4 Consent of Mortgagee.** Anything contained in the foregoing to the contrary notwithstanding, in the event any mortgagee of Landlord holding any lien or security interest in the Leased Premises for the performance of an obligation of Landlord shall not concur in the application of any insurance proceeds to the repair or reconstruction of the Leased Premises, Landlord shall not be obligated to repair or reconstruct the Leased Premises and may, at its option, terminate this Lease, such termination to be effective as of the date of the fire or other casualty and any Rent paid and attributable to the period after such termination date shall be refunded to Tenant.

**13.5 Landlord's and Tenant's Obligations.** Landlord's obligation to rebuild and repair under this Article 13 is limited to restoring one of the following (as may be applicable): (a) if this Lease does not include an attached exhibit describing Landlord's Work, restoring the Leased Premises to substantially the condition in which the same existed prior to such casualty, exclusive of any alterations, additions, improvements, fixtures, and equipment installed by Tenant; or (b) if this Lease includes an attached exhibit describing Landlord's Work, restoring Landlord's Work to substantially the same condition in which the same existed prior to the casualty. Tenant agrees that promptly after completion of such work by Landlord, Tenant will proceed with reasonable diligence and at Tenant's sole cost and expense to restore, repair, and replace all alterations, additions, improvements, fixtures, furnishings, inventory, equipment, signs, and personal property located at the Leased Premises, or, if an exhibit describing Tenant's Work is attached hereto, all items of Tenant's Work as described in such exhibit, as the case may be, provided Tenant has not opted to terminate this Lease pursuant to the terms of this Article 13. Landlord shall make available to Tenant such portion of Landlord's insurance proceeds that remain after the completion of Landlord's Work as may be reasonable and necessary to restore Tenant's Work.

## ARTICLE 14

### CONDEMNATION

**14.1 Total Condemnation.** If during the Term of this Lease, all or substantially all of the Leased Premises or the Property shall be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should all or substantially all of the Leased Premises or the Property be sold to the condemning authority under threat of condemnation, and if such taking renders the Leased Premises unsuitable for its intended use hereunder, this Lease shall terminate on the date the condemning authority takes possession, all Rent shall be apportioned and paid up to the termination date, any Rent paid and attributable to the period after such termination date shall be refunded to Tenant, and the parties hereto shall have no further obligations hereunder.

**14.2 Partial Condemnation.** If less than all of the Leased Premises or the Property shall be taken as above described, and the Leased Premises shall continue to be reasonably tenantable and suitable for the uses for which the Leased Premises have been leased hereunder, Landlord shall forthwith restore and reconstruct the Leased Premises and/or the Property and the Base Rent payable hereunder during the unexpired portion of this Lease shall be adjusted equitably.

**14.3 Allocation of Award.** Landlord shall be entitled to receive and retain any and all condemnation or eminent domain awards or proceeds or any awards or proceeds resulting from any sale under threat of same, and Tenant hereby releases and assigns to Landlord all interest of Tenant, if any, in and to any such awards or proceeds; provided, however, that Tenant may bring a separate action, at Tenant's sole cost and expense, to recover damages, if any, for Tenant's moving expenses.

**14.4 Consent of Mortgagee.** Anything contained in the foregoing to the contrary notwithstanding, in the event any mortgagee of Landlord holding any lien or security interest in the Leased Premises for the performance of an obligation of Landlord shall not concur in the application of any condemnation award to the restoration or reconstruction of the Leased Premises, Landlord shall not be obligated to restore or reconstruct the Leased Premises or the Shopping Center and may, at its option, terminate this Lease, such termination to be effective as of the date the condemning authority takes possession of any portion of the Leased Premises or the Shopping Center and any Rent paid and attributable to the period after such termination date shall be refunded to Tenant.

## **ARTICLE 15**

### **SIGNAGE**

Subject to the conditions hereinafter provided, Tenant shall have the right, at Tenant's sole cost and expense, to install its corporate logo signage in any and all locations on the facades of the exterior of the Freestanding Building and Tenant shall have the sole right for signage upon a freestanding sign located along either Palmer Highway or 33<sup>rd</sup> Street constructed as a part of the Landlord's Work (the "Property Sign"), all in accordance with the criteria described on Exhibit F. Notwithstanding the foregoing, Tenant shall not install its exterior sign until the plans and specifications therefor have been approved by Landlord in writing. Tenant shall, at its sole expense, maintain, repair and, if necessary, replace the signage on the Freestanding Building and maintain, insure, and repair the Property Sign in good condition and repair and in compliance with the requirements of the Restrictions, as applicable. Tenant's signage must strictly comply, and be constructed in conformity, with applicable city ordinances, rules and regulations, as well as any other governmental agencies or private concerns, including, without limitation, those established by the Restrictions. Tenant agrees not to hold Landlord responsible should any governing or regulatory agency or other private concern prohibit Tenant from installing its signage. Tenant agrees to have erected and/or installed and fully operative on or before the Commencement Date of this Lease all signs in accordance with this Lease.

## **ARTICLE 16**

### **FIXTURES AND PERSONAL PROPERTY**

**16.1 Fixtures and Personal Property.** Any trade fixtures, business/medical equipment, trademarked items, signs, and other personal property of Tenant shall remain the property of Tenant. Landlord agrees that Tenant shall have the right, provided Tenant is not in default under any of the terms of this Lease, at any time and from time-to-time, and provided that such removal must be made not later than the expiration or earlier termination of this Lease, to remove any and all of its trade fixtures, signs, and other personal property which it may have stored or installed in the Freestanding Building. Tenant, at its expense, shall promptly repair any damage occasioned by the removal of its trade fixtures, signs, and other personal property and, upon the expiration or earlier termination of this Lease, shall leave the Freestanding Building in a neat and clean condition, free of debris, normal wear and tear excepted. Tenant's obligation to perform this covenant shall survive the expiration or termination of this Lease. All trade fixtures, equipment, and other personal property of every description, unless removable without



damage to the Leased Premises or removed by Tenant in accordance with the foregoing provisions, shall become the property of Landlord, subject to Section 19.4 of this Lease, and shall be and remain upon and be surrendered with the Leased Premises as a part thereof at the termination of this Lease, Tenant hereby waiving any and all rights to any payment or compensation therefor.

**16.2 Taxes on Personal Property.** Tenant shall pay, before delinquency, all taxes, assessments, license fees, and public charges levied, assessed, or imposed upon its business operation at the Leased Premises, as well as upon its trade fixtures, furnishings, equipment, and leasehold improvements, merchandise and other personal property in or upon the Leased Premises. Tenant shall cause its trade fixtures, furnishings, equipment, and leasehold improvements to be assessed and billed separately from the real property of Landlord.

## **ARTICLE 17 LIENS**

Tenant shall not permit to be created nor to remain undischarged any lien, encumbrance, or charge arising out of any work or work claim of any contractor, subcontractor, mechanic, laborer, supplier, vendor, materialman, or agent of Tenant which might be or become a lien or encumbrance or charge upon the Leased Premises or the income therefrom, and Tenant shall not suffer any other matter or thing whereby the estate, right, and interest of Landlord in the Leased Premises or the Property might be impaired. If any lien, notice, of lien on account of an alleged debt of Tenant or any contractor, subcontractor, mechanic, laborer, supplier, vendor, materialman, or agent of Tenant or any notice of contract shall be filed against the Leased Premises by a party engaged by Tenant or any contractor, subcontractor, or agent of Tenant, then Tenant shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, or bond in an amount determined by order of a court of competent jurisdiction or otherwise. If Tenant shall fail to timely cause such lien or notice of lien to be discharged by either paying the amounts claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, Landlord shall be entitled, if Landlord so elects, but without obligation to do so, to either defend any prosecution of an action for foreclosure of such lien by the lienor or to bond around or pay and discharge such lien or claim. Any money paid by Landlord and all costs and expenses, including attorney's fees and expenses of litigation, incurred by Landlord in connection therewith, together with interest thereon at the maximum contractual rate which may be legally charged in the event of a loan of such amount to Tenant (but in no event to exceed 1-1/2% per month) accruing continuously from the date of Landlord's payment of the cost or expense, shall be paid by Tenant to Landlord on demand. Tenant agrees to indemnify, defend, and hold harmless Landlord, the Leased Premises from any and all losses, costs, expenses, liabilities, and damages of every kind or nature, including attorney's fees and expenses of litigation, resulting therefrom and, if requested, upon demand, to immediately deposit with Landlord cash or surety bond in form and with a company satisfactory to Landlord in an amount equal to the amount of such contested claim.

## **ARTICLE 18 ASSIGNMENT AND SUBLETTING**

Tenant shall not assign this Lease, or any interest therein (including, but not limited to, the assignment of this Lease by the sale of 50% or more of the capital stock or other ownership interest in Tenant or the sale of Tenant's business), and shall not sublet the Leased Premises or any part thereof, or any right or privilege appurtenant thereto, or permit any other person or entity (excepting the agents, servants, or employees of Tenant) to occupy or use the Leased Premises, or any portion thereof, without first obtaining the prior written consent of Landlord, which consent may be given or withheld in Landlord's sole and absolute discretion. Consent by Landlord to one assignment, subletting, occupation, or use by another person or entity shall not be a consent to any subsequent assignment, subletting, occupation or use and shall not release the original named Tenant hereunder or any guarantor of Tenant's obligations from liability for the continued performance of the terms and provisions on the part of Tenant to be kept and performed, unless Landlord specifically and in writing releases the original named Tenant hereunder or any guarantor from said liability. Except as provided herein, any assignment or subletting without the prior written consent of Landlord shall be void and shall, at the option of Landlord, terminate this Lease. This Lease shall not, nor shall any interest herein, be assignable as to the interest of Tenant by operation of law without the prior written consent of Landlord. All cash or other proceeds of any assignment, sublease, or other transfer of Tenant's interest in this Lease, whether or not consented to by Landlord, shall be paid to Landlord notwithstanding that such proceeds exceed the Rent payable hereunder, and Tenant hereby assigns all rights it might have or ever acquire in any such proceeds to Landlord. Tenant shall pay to Landlord a \$1,500.00 processing fee with each and every proposed assignment or sublease and shall reimburse Landlord for its reasonable attorney's fees and expenses in connection with such proposed assignment or sublease. Such processing fee shall be due prior to Landlord reviewing any proposed assignment or sublease, and the processing fee and attorney's fees and expenses shall be payable regardless of whether Landlord approves such assignment or sublease or whether or not such assignment or sublease is ultimately fully executed.

## ARTICLE 19 SURRENDER OF PREMISES

**19.1 Removal of Property.** Tenant shall, at its sole cost and expense, and on or before the expiration or sooner termination of this Lease, remove all property belonging to it and all alterations, additions, improvements and fixtures which by the terms hereof Tenant is permitted to remove. Any property not removed by Tenant shall be deemed to have been abandoned by Tenant and may be retained or disposed of by Landlord, subject to Section 19.4 of this Lease; provided however, that Landlord shall not assume title to, or an ownership interest in, any Environmental Waste or other material regulated by or subject to any applicable environmental, health or safety laws, and any such material may be disposed of in accordance with such laws at Tenant's sole cost and expense, with reimbursement therefor to be made to Landlord upon demand.

**19.2 Condition of Leased Premises.** Tenant agrees to and shall, upon the expiration or sooner termination of this Lease, promptly surrender and deliver the Leased Premises to Landlord in a broom cleaned condition and in substantially the same condition as existed upon the completion of Landlord's Work and Tenant's Work, ordinary wear and tear and

damage by the elements, fire, or act of God, or by other cause beyond the reasonable control of Tenant excepted.

**19.3 Abandonment.** Tenant shall not vacate or abandon the Leased Premises at any time during the Term of this Lease, and if Tenant shall abandon, vacate or surrender the Leased Premises or be dispossessed by process of law, or otherwise, any personal property and trade fixtures belonging to Tenant and left in the Leased Premises shall be deemed to be abandoned, at the option of Landlord, except such property as Landlord has been notified is mortgaged to or leased from a third party or is subject to Section 19.4 of this Lease.

**19.4 Patient Medical Records.** To the extent any property belonging to Tenant constitutes patient medical records, Landlord shall (i) exercise reasonable care to ensure that the information set forth in such records is not disclosed to third parties in violation of applicable patient privacy statutes, and (ii) shall provide Tenant with access to such records to the extent necessary to permit Tenant to comply with applicable law.

## **ARTICLE 20 DEFAULT BY TENANT**

**20.1 Events of Default.** Each of the following shall constitute a “Default” by Tenant:

(a) Failure of Tenant to pay any installment of Rent or other sums owing to Landlord hereunder when due;

(b) Tenant shall become insolvent or unable to pay its debts as they become due, or Tenant notifies Landlord that it anticipates either condition;

(c) Tenant takes any action to, or notifies Landlord that Tenant intends to, file a petition under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute, or Tenant notifies Landlord that it knows such a petition will be filed, or a petition is involuntarily filed against Tenant; or the appointment of a receiver or trustee to take possession of substantially all of Tenant’s assets located at the Leased Premises or of Tenant’s interest in this Lease; or the attachment, execution or other judicial seizure of substantially all of Tenant’s assets located at the Leased Premises or of Tenant’s interest in this Lease;

(d) Tenant shall fail to fulfill or perform, in whole or in part, any of its obligations under this Lease (other than the payment of money) and such failure or non-performance shall continue for a period of thirty (30) days after written notice thereof has been given by Landlord to Tenant of such failure; provided, however, that if such failure does not materially impair the rights and benefits of Landlord hereunder and is curable, but requires work to be performed, acts to be done or conditions to be remedied which, by their nature, cannot be performed, done or remedied, as the case may be, within such thirty (30) day period, no default



shall be deemed to have occurred if Tenant commences same within such thirty (30) day period and thereafter diligently and continuously prosecutes the same to completion; or

(e) Tenant shall vacate or abandon the Leased Premises or any significant portion thereof, or shall cease to continuously operate its business at the Leased Premises, except as provided herein.

**20.2 Remedies of Landlord.** If a Default occurs, then at any time thereafter, with or without any further notice or demand, Landlord may exercise any and all rights and remedies available to Landlord under this Lease, at law or in equity including, without limitation, termination of this Lease or termination of Tenant's right to possession of the Leased Premises without terminating this Lease. In the event of a Default, Landlord may, without additional notice and without court proceedings, change the locks and repossess the Leased Premises and remove all persons and property therefrom, subject to Section 19.4 of this Lease, and Tenant hereby agrees to surrender possession of the Leased Premises and waives any claim arising by reason thereof or by reason of the issuance of any distress warrant or writ of sequestration, and agrees to hold Landlord harmless from any such claims. If Landlord elects to terminate this Lease or terminate Tenant's possession of the Leased Premises, Landlord may treat the Default as an entire breach of this Lease and Tenant shall, to the fullest extent permitted by law, immediately become liable to Landlord for damages equal to the total of: (i) the cost of recovering, reletting (including, without limitation, the cost of lease commissions attributable to the unexpired portion of the term of this Lease), and remodeling the Leased Premises; (ii) all unpaid Rent and other amounts earned or due through such termination; plus (iii) the total, if and only if positive, of Rent and other amounts to be paid by Tenant hereunder for the remainder of the Term of this Lease less the estimated rent collectible from the Leased Premises (with appropriate allowances made for time necessary for reletting) for the remainder of the full term of this Lease, which amount shall be discounted to present value at the prime rate of interest published in The Wall Street Journal at the time of default or, if such rate is no longer published, such comparable nationally recognized rate as may be selected by Landlord in its good faith discretion. If Landlord elects to terminate Tenant's right to possession of the Leased Premises without terminating this Lease, Landlord may relet the Leased Premises or any part thereof for the account of Tenant to any person or persons upon such rent and for such terms and conditions as Landlord deems appropriate, and Tenant shall be liable to Landlord for the amount, if any, by which the Rent to be paid by Tenant hereunder for the unexpired balance of the Term exceeds the amount received by Landlord from such reletting, such net amount to be reduced by the cost of repossession, reletting, remodeling, and other expenses, including, but not limited to, attorney's fees and expenses, incurred by Landlord. Such sum or sums shall, at Landlord's option, be paid by Tenant in monthly installments on the first (1st) day of each month of the Term remaining. In no case shall Landlord be liable for failure to relet the Leased Premises (it being agreed that Landlord shall be free to lease any other space of Landlord in preference to reletting the Leased Premises), or to collect the rent due under such reletting, and in no event shall Tenant be entitled to any excess rents received by Landlord. If Landlord changes the locks of the Leased Premises following a Default and prevents Tenant from entering the Leased Premises in accordance with Texas Property Code §93.002(c), Tenant shall, as a condition to receiving a new key to the Leased Premises, pay to Landlord the cost incurred by Landlord in changing the locks in addition to all Rent and other charges due hereunder, including, without

limitation, late charges and interest. All rights and remedies of Landlord shall be cumulative and not exclusive, and such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises.

**20.3 Non-Waiver.** The failure of Landlord to seek redress for violation of, or to insist upon strict performance of, any covenant or condition of this Lease shall not prevent a subsequent act or omission that would have originally constituted a violation of this Lease from having all the force and effect of an original violation. The receipt by Landlord of any sums with or without knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach, shall not reinstate this Lease or Tenant's right of possession if either or both have been terminated, and shall not otherwise affect any notice, election, action, or suit by Landlord. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord.

**20.4 Mitigation of Damages.** In connection with the exercise by Landlord of its rights and remedies in respect of any Default on the part of Tenant, Landlord agrees to use commercially reasonable efforts to mitigate its damages. Tenant agrees in favor of Landlord that Landlord shall not be deemed to have failed to mitigate damages, or to have used commercially reasonable efforts to do so, because:

(a) Landlord leases other space in the Property which is vacant prior to re-letting the Leased Premises;

(b) Landlord refuses to relet the Leased Premises to any affiliate of Tenant, or any principal of Tenant, or any affiliate of such principal (for purposes of this Lease, "affiliate" shall mean and refer to any person or entity controlling, under common control with, or controlled by, the party in question);

(c) Landlord refuses to relet the Leased Premises to any person or entity whose creditworthiness Landlord in good faith deems unacceptable;

(d) Landlord refuses to relet the Leased Premises to any person or entity because the use proposed to be made of the Leased Premises by such prospective tenant is not of a type and nature consistent with that of the other tenants in the Property as of the date Tenant defaults under this Lease, or because such use would, in the good faith opinion of Landlord, impose unreasonable or excessive demands upon the Property;

(e) Landlord refuses to relet the Leased Premises to any person or entity, or any affiliate of such person or entity, who has been engaged in litigation with, or who has threatened litigation against, Landlord or any of its affiliates;

(f) Landlord refuses to relet the Leased Premises because the tenant or the terms and provisions of the proposed lease are not approved by the holders of any liens or security interests in the Property or any part thereof, or would cause Landlord to breach or be in default of, or to be unable to perform any of its covenants under, any agreements between Landlord and any third party;

(g) Landlord refuses to relet the Leased Premises because the proposed tenant is unwilling to execute and deliver Landlord's standard lease form without substantial tenant-oriented modifications or such tenant requires improvements to the Leased Premises to be paid at Landlord's cost and expense; or

(h) Landlord refuses to relet the Leased Premises to a person or entity whose character or reputation, or the nature of whose business, Landlord in good faith deems unacceptable;

and it is further agreed that each and all of the grounds for refusal set forth in clauses (a) through (h) above, both inclusive, of this sentence are reasonable grounds for Landlord's refusal to relet the Leased Premises, or (as to all other provisions of this Lease) for Landlord's refusal to issue any approval, or take any other action, of any nature whatsoever under this Lease. In the event the waiver set forth in this Section shall be ineffective, Tenant further agrees in favor of Landlord, to the maximum extent to which it may lawfully and effectively do so, that the following efforts to mitigate damages if made by Landlord (and without obligating Landlord to render such efforts) shall be conclusively deemed reasonable, and that Landlord shall be conclusively deemed to have used the efforts to mitigate damages required by applicable law if: Landlord places the Leased Premises on its inventory of available space in the Property; Landlord makes such inventory available to brokers who request same; and Landlord shows the Leased Premises to prospective tenants (or their brokers) who request to see it.

Landlord shall, in the exercise of any right or remedy of Landlord provided for under this Section 20 or otherwise by law, unless by order of a court of competent jurisdiction (i) refrain from interfering with any ongoing patient care activities in progress at the Premises, and (ii) refrain from removing, modifying or destroying any patient records or other Protected Health Information as defined in the Health Insurance Portability and Accountability Act of 1996.

## **ARTICLE 21 SECURITY DEPOSIT**

Tenant shall deposit with Landlord on the date Tenant executes this Lease the sum of \$30,775.00 as a "Security Deposit" with the understanding: (i) that the Security Deposit or any portion thereof may be applied to the curing of any default, without prejudice to any other remedy or remedies which Landlord may have on account thereof, and upon such application Tenant shall pay Landlord on demand the amount so applied which shall be added to the Security Deposit so the same will be restored to its original amount; and (ii) that Landlord shall not be obligated to hold the Security Deposit as a separate fund, but may commingle it with other funds.

Provided Tenant shall comply with all the terms of this Lease, the Security Deposit shall be returned to Tenant upon the later to occur of (i) termination of this Lease and after surrender of possession of the Leased Premises to landlord; and (ii) the complete satisfaction of all Tenant's monetary obligations and covenants under this Lease. In the event of a sale of the Leased Premises or assignment of this Lease by Landlord, Landlord shall transfer the security to

its vendee or assignee subject to Tenant's rights upon termination under this Lease.

## **ARTICLE 22 LANDLORD'S LIEN**

(a) Landlord reserves and Tenant hereby grants to Landlord a contractual lien and security interest (which shall be in addition to and not in lieu of the statutory landlord's lien) on all fixtures, equipment, and personal property (tangible and intangible), subject to Section 19.4 of this Lease, including inventory, and the proceeds thereof, now or hereafter placed by Tenant in, on, or about the Leased Premises to secure all sums due by Tenant hereunder, which lien and security interest may be enforced by Landlord in any manner provided by law including, without limitation, under and in accordance with the Texas Uniform Commercial Code. The provisions of this paragraph shall constitute a security agreement under the Texas Uniform Commercial Code and, at Landlord's request, Tenant shall execute and file, where appropriate, all documents required to perfect the security interest herein granted in accordance with the Texas Uniform Commercial Code. Landlord may, at its election, at any time file a financing statement to perfect the security interest herein granted. The provisions of this Article, however, shall not prevent the sale by Tenant of any inventory in the ordinary course of business free of such lien in favor of Landlord. Landlord shall have all rights and remedies available to a secured party under the Texas Uniform Commercial Code with respect to such lien and security interest.

(b) Landlord acknowledges that Tenant has entered into credit agreements with one or more commercial lenders, and that Tenant's indebtedness thereunder is secured, in part, by Tenant's grant of a first priority lien and security interest in Tenant's tangible and intangible property, including Tenant's rights in the leasehold improvements to be constructed by Tenant hereunder; provided, however, Tenant has no right to grant any such security interest in the leasehold improvements constructed by Landlord on the Leased Premises. Landlord agrees to execute from time to time a subordination agreement in favor of Tenant's commercial lenders, in form attached hereto as Exhibit "K".

## **ARTICLE 23 DEFAULT BY LANDLORD**

**23.1 Events of Default.** Landlord will be in default of this Lease if Landlord fails to fulfill or perform, in whole or in part, any of its obligations under this Lease and such failure or non-performance shall continue for a period of thirty (30) days after written notice thereof has been given by Tenant to Landlord; provided, however, that if such default is curable but requires work to be performed, acts to be done or conditions to be remedied which, by their nature, cannot be performed, done or remedied, as the case may be, within such thirty (30) day period, no default shall be deemed to have occurred if Landlord commences the same within such thirty (30) day period and thereafter diligently and continuously prosecutes the same to completion.

**23.2 Remedies of Tenant.** If a default by Landlord occurs and remains unremedied after the expiration of the applicable cure period, Tenant may use all available legal

remedies to bring an action against Landlord to collect the actual (but not any punitive or consequential) damages suffered by Tenant as a result of such default.

## **ARTICLE 24 LIABILITY OF LANDLORD**

**24.1 Limitation on Landlord's Liability.** Notwithstanding anything to the contrary contained in this Lease, in the event of any default or breach by Landlord with respect to any of the terms, covenants, and conditions of this Lease to be observed, honored, or performed by Landlord, Tenant shall look solely to the estate and property of Landlord in the land and building owned by Landlord comprising the Property for the collection of any judgment (or any other judicial procedures requiring the payment of money by Landlord), it being agreed that Landlord shall not be personally liable for any such judgment and no other property or assets of Landlord shall be subject to levy, execution, or other procedures for the satisfaction of Tenant's remedies.

**24.2 Sale of Property.** In the event of any sale of the Leased Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease after the consummation of such sale, and the purchaser at such sale or any subsequent sale of the Property shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of Landlord under this Lease, including, without limitation, any breach or default by Landlord that occurred prior to such sale.

## **ARTICLE 25 MORTGAGEE PROVISIONS**

**25.1 Subordination and Attornment.** Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien now or hereafter existing upon the Leased Premises or the Property and any and all renewals, modifications and extensions thereof, shall attorn to and recognize as its landlord under the terms of this Lease said lender, any purchaser of the Property at a foreclosure sale or by sale in lieu thereof or any of their successors or assigns, and agrees that any cancellation, surrender, or amendment of this Lease without the prior written consent of the mortgagee or beneficiary of a deed of trust from Landlord or its successors as owners of the Property ("Landlord's Successor") shall be voidable by Landlord's Successor. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now or hereafter placed upon the Leased Premises or the Property. Within fifteen (15) days of written request from Landlord, or any mortgagee or beneficiary of a deed of trust from Landlord, Tenant shall in writing subordinate its rights hereunder to the lien of any mortgage or deed of trust now or hereafter in force against the Property to all advances made or hereafter to be made upon the security thereof; provided, however, that the mortgagee named in such mortgage or deed of trust shall agree that Tenant's peaceable possession of the Leased Premises will not be disturbed on account thereof as long as Tenant is not in default of any of the terms and covenants of this Lease beyond any applicable cure period. Tenant agrees that any such subordination agreement will contain a provision



reasonably satisfactory to the mortgagee whereby Tenant will agree, in the event of foreclosure of any such mortgage or deed of trust, to attorn to and recognize as its landlord under the terms of this Lease said lender, any purchaser of the Property at a foreclosure sale or by sale in lieu thereof or any of their successors or assigns, provided that Tenant's rights under this Lease shall continue unabated for so long as Tenant is not in default hereof. Any such subordination agreement may also provide that the Landlord's Successor shall not be bound by (i) any modification of the Lease which reduces the rent or adversely affects the rights, duties or obligations of the Successor Landlord under the subordination agreement; (ii) any payment of rent to Landlord made more than thirty (30) days in advance of its due date, other than pre-paid rent under Section 7.1 herein; (iii) any consensual or negotiated surrender, cancellation or termination of the Lease; or (iv) any claims, loss, damages or offset rights relating to any event or occurrence or omission prior to the date Successor Landlord acquires the Property. The subordination agreement may contain such other terms and provisions as are customary for the benefit of any mortgagee or beneficiary of a deed of trust and acceptable to Tenant, provided that the business terms involving rent, Term of the Lease and permitted uses are not altered. Tenant hereby approves the form of non-disturbance, attornment and subordination agreement attached hereto as Exhibit "I."

**25.2 Notice to Mortgagees.** Tenant agrees to give any present or future mortgagee of the Property of which Tenant has been made aware and received their current mailing address in writing a copy of any notice of default served upon Landlord by Tenant. Tenant further agrees that if Landlord shall have failed to cure any such default within the time provided for in this Lease, then any such mortgagee shall have an additional thirty (30) days within which to cure such default or, if such default cannot by its nature be cured within such time without being in possession of the Property, such additional period of time as may be necessary to cure such default if within such thirty (30) day period the mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default.

## ARTICLE 26 MISCELLANEOUS

**26.1 Notices.** All notices required to be given hereunder shall be deemed to be duly given by personally delivering such notice or by mailing it postage prepaid, return receipt requested, or by sending notice by a nationally recognized overnight mail courier service, to the party to be notified at the following addresses:

To Landlord: c/o Read King, Inc.  
5850 San Felipe, Suite 490  
Houston, Texas 77057  
Attention: Mr. Tim Delgado

To Tenant: Before the Commencement Date:  
  
NEC Texas City Emergency Center, LP  
11130 Broadway  
Pearland, Texas 77584

Attention: Paul Alleyne, MD

From and after the Commencement Date:

At the address of the Leased Premises

Attention: Paul Alleyne, MD

Any party may change its address for purposes of notice by notifying the other party of such changed address in accordance with the provisions of this Section 26.1.

**26.2 Force Majeure.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder (other than the payment of any monetary sums due hereunder) by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, shortage of labor, materials or equipment, inclement weather, delays in obtaining insurance or condemnation proceeds, acts of God or other reason of like nature beyond such party's reasonable control, such party shall be excused for the period of such delay and the period for the performance of any such act shall be correspondingly extended for the period of such delay.

**26.3 Memorandum of Lease.** Upon written request from either party, Landlord and Tenant agree to execute and deliver a memorandum of this Lease that may be recorded in the official land records of Galveston County, Texas. The party requesting such memorandum shall bear all associated with the preparation and recording of same.

**26.4 Estoppel.** Within fifteen (15) days of written request from Landlord, Tenant shall execute, acknowledge, and deliver to Landlord an instrument in form acceptable to Tenant stating, if the same be true, that this Lease is a true and exact copy of the Lease between the parties hereto, that there are no amendments hereof (or stating what amendments there may be), that the same is then in full force and effect and that, to the best of its knowledge, there are no offsets, defenses, or counterclaims with respect to the payment of any sums owing hereunder or in the performance of the other terms, covenants, and conditions hereof on the part of Tenant or Landlord, as the case may be, to be performed, and that as of such date no default has been declared hereunder by either party and such other matters as may be reasonably requested.

**26.5 Authority.** Landlord and Tenant each represent and warrant that they are duly authorized to execute and deliver this Lease in accordance with the terms hereof, and that each individual executing this Lease on behalf of Landlord and Tenant is duly authorized to execute and deliver this Lease in accordance with duly adopted resolutions of the Boards of Directors of said corporations.

**26.6 Incorporation of Exhibits.** All Exhibits attached hereto are hereby incorporated herein by this reference and made a part hereof for all purposes.

**26.7 Brokers.** Landlord has agreed to pay a leasing commission as a result of this Lease to Read King, Inc., as Landlord's broker (hereinafter called the "**Broker**," whether one or more), as set forth in a separate agreement between Landlord and Broker. Other than the

commission payable to the Broker, Landlord and Tenant represent and warrant to each other that they have dealt with no brokers in connection with this Lease and that, insofar as they know, no brokers are entitled to any fees or commissions in connection herewith. Landlord and Tenant shall indemnify and hold each other harmless from and against all claims (and costs of defending against and investigating such claims) of any other brokers or similar parties claiming under the indemnifying party in connection with this Lease. In accordance with the Texas Real Estate License Act, Tenant is advised to have an abstract of the Property reviewed by an attorney of its own selection or to obtain a title insurance policy.

**26.8 Attorney's Fees.** If either party brings an action against the other, the prevailing party may recover court costs and attorneys' fees and disbursements (whether at the administrative, trial or appellate levels) in such amount as the court or administrative body deems reasonable. Landlord shall also be entitled to recover attorneys' fees and disbursements incurred in connection with a Default by Tenant hereunder which does not result in the commencement of any action or proceeding.

**26.9 Parties Bound.** Subject to the prohibitions on assignment by Tenant contained hereinabove, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns wherever the context so requires or permits.

**26.10 GOVERNING LAW.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN TEXAS CITY, TEXAS. THE PARTIES HEREBY SUBMIT TO JURISDICTION AND VENUE IN THE STATE DISTRICT COURTS OF GALVESTON COUNTY, TEXAS, FOR ANY LITIGATION THAT MAY ARISE HEREUNDER.

**26.11 Legal Construction.** The provisions of this Agreement are severable. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**26.12 Prior Agreements Superseded.** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter, any such prior agreements having been merged herein.

**26.13 Amendment.** No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

**26.14 Time of Essence.** Time is of the essence of this Agreement.

**26.15 Captions and Headings.** The captions and headings in this Lease are inserted only as a matter of convenience and for reference, and they in no way define, limit or describe the scope of this Lease or the intent of any provision hereof.



**26.16 Number and Gender.** All genders used in this Lease shall include the other genders, the singular shall include the plural, and the plural shall include the singular, whenever and as often as may be appropriate.

**26.17 Multiple Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**26.18 Rules and Regulations.** The Rules and Regulations attached hereto as Exhibit "G" are a part of this Lease, and Tenant agrees to comply with and observe the same.

**26.19 Confidentiality.** Tenant hereby agrees not to disclose the terms and provisions of this Lease or any amendment of this Lease to anyone other than Tenant's attorneys, accountants, officers and directors. This restriction on disclosure shall survive the termination of the Lease.

**26.20 Jury Trial.** Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other or their successors in respect of any matter arising in connection with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Leased Premises and/or any claim for injury or damage in connection with this Lease.

**26.21 Satellite System.** Subject to the other terms herein, Tenant's receipt of all permits and approval required by applicable governmental authorities, and Tenant's compliance with Landlord's reasonable rules and regulations regarding installation, operation and maintenance, Landlord hereby grants Tenant the right to install and maintain a satellite system upon the roof of the Freestanding Building (the "Satellite System") for Tenant's use in connection with the Permitted Use; provided, however, the size, location and specifications of the Satellite System shall be subject to (i) Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed, and (ii) approvals, if any, required by the Restrictions. Such installation and maintenance shall be at Tenant's sole expense and in accordance with all applicable laws, ordinances, regulations and statutes. Tenant shall be responsible for the repair and maintenance of the Satellite System during the Term, at its sole cost and expense, and upon the termination of this Lease shall remove the Satellite System and repair any damage to the roof of the Freestanding Building caused by the Satellite System and the installation and removal thereof. Any roof penetrations caused by Tenant shall not invalidate roof warranties; roof penetrations shall, at Landlord's option, be performed by Landlord's contractor at Tenant's expense if required in order to preserve roof warranties.

**26.22 Healthcare Regulatory Matters.** (a) Landlord represents and warrants to Tenant that Landlord (i) is not currently excluded, debarred or otherwise ineligible to participate in Medicare or any federal health care program under section 1128 and 1128A of the Social Security Act or as defined in 42 U.S.C. § 1320a-7b(f) (the "Federal Health Care Programs"); (ii) has not been convicted of a criminal offense related to the provision of healthcare items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in

any Federal Health Care Program; and (iii) is not under investigation or otherwise aware of any circumstances which may result in Tenant being excluded from participation in any Federal Health Care Program. The foregoing representation shall be an ongoing representation and warranty during the term of the Lease and Landlord shall immediately notify Tenant of any change in the status of the representation and warranty set forth in this Section, at which time Tenant will have the right to immediately terminate the Lease.

(b) Landlord and Tenant enter into the Lease with the intent of conducting their relationship and implementing the agreements contained herein in full compliance with applicable federal, state and local law, including without limitation, the Medicare/Medicaid Anti-Kickback statute (the “Anti-Kickback Law”) and Section 1877 of the Social Security Act (the “Stark Law”), as amended. Notwithstanding any unanticipated effect of any of the provisions of the Lease, neither party will intentionally conduct itself under the terms of the Lease in a manner that would constitute a violation of the Anti-Kickback Law or the Stark Law. Without limiting the generality of the foregoing, Landlord and Tenant expressly agree that nothing contained in the Lease shall require either party to refer any patients to the other, or to any affiliate or subsidiary of the other.

(c) If any legislation, regulation or government policy is passed or adopted, the effect of which would cause either party to be in violation of such laws due to the existence of any provision of the Lease, then Landlord and Tenant agree to negotiate in good faith for the longest period of time permitted by such legislation, regulation or government policy to modify the terms of the Lease to comply with applicable law. Should the parties hereto fail to agree upon modified terms to the Lease within this time, then either Landlord or Tenant may immediately terminate the Lease by giving written notice to the other party.

(d) For purposes of this Section of the Lease, “protected health information”, or “PHI” shall have the meaning defined by the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Subparts A and E of Part 164 (the “Privacy Standards”), as promulgated by the Department of Health and Human Services (“HHS”) pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). The parties agree that neither the Landlord nor its contractors, subcontractors or agents shall need access to, nor shall they use or disclose, any PHI of Tenant. However, in the event PHI is disclosed by Tenant or its agents to Landlord, its contractors, subcontractors or agents, regardless as to whether the disclosure is inadvertent or otherwise, Landlord agrees to take reasonable steps to maintain, and to require its contractors, subcontractors and agents to maintain, the privacy and confidentiality of such PHI. The parties agree that the foregoing does not create, and is not intended to create, a “business associate” relationship between the parties as that term is defined by the Privacy Standards.


**26.23 Guaranty.** Contemporaneously with its delivery of the executed Lease to Landlord, Tenant shall deliver to Landlord a guaranty of this Lease by NEIGHBORS HEALTH SYSTEM, INC. in the form of **Exhibit J**, attached, dated and effective the same date as this Lease. Tenant acknowledges that Landlord’s obligations under this Lease are conditioned upon Tenant’s compliance with the foregoing covenant. If this Lease shall be guaranteed on behalf of Tenant and if there is a default by the Guarantor under such guaranty, such default shall constitute an event of default by Tenant under this Lease.

**[SIGNATURE PAGE FOLLOWS THIS PAGE]**

IN WITNESS WHEREOF, the undersigned have executed this Lease Agreement effective as of the 9<sup>th</sup> day of December, 2014, which shall be the date of last execution by Landlord and Tenant set forth below.

**LANDLORD:**

**RKMS TEXAS CITY LLC,  
a Texas limited liability company**

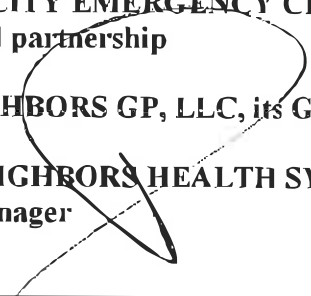
By:   
Name: Jeffrey A. Read  
Title: Member  
Date: 12/17/14

**TENANT:**

**NEC TEXAS CITY EMERGENCY CENTER, LP,  
a Texas limited partnership**

By: **NEIGHBORS GP, LLC, its General Partner**

By: **NEIGHBORS HEALTH SYSTEM, INC., its  
Manager**

By:   
SETUL PATEL, President  
Title: CEO  
Date: 12/9/14

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

## TRACT 1

FIELD NOTE DESCRIPTION OF 0.8231 ACRE (35,853 SQUARE FEET) OF LAND OUT LOT 5, BLOCK 3 SUBDIVISION "H" OF THE KOHFELDT'S RESUBDIVISION, AS RECORDED IN VOLUME 245, PAGE 283 OF THE GALVESTON COUNTY DEED RECORDS AND BEING ALL OF THAT CERTAIN CALLED 0.8226 ACRES (TRACT ONE) RECORDED UNDER GALVESTON COUNTY CLERK'S FILE NO. 2004036147, AND LOCATED IN THE HAMLET FERGUSON SURVEY, ABSTRACT NO. 63, GALVESTON COUNTY, TEXAS, SAID 0.8231 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (ALL BEARINGS ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83):

BEGINNING at an "X" cut in concrete found at the intersection of the North right-of-way line of Palmer Highway (F.M.1764, called 100 feet wide) and the West right-of-way line of 33rd Street (60 feet wide) for the Southeast corner of said called 0.8226 acre tract and the herein described tract;

THENCE, South 88°04'22" West (called S 89°56'00" W), along the North right-of-way line of Palmer Highway, a distance of 32.52 feet (called 32.41 feet) to a 1/2 inch iron rod found in the Northeast right-of-way line of City of Texas City Drainage Ditch for the Southwest corner of said called 0.8226 acre tract and the herein described tract;


THENCE, North 41°14'25" West (called N 39°23'07" W), along the Northeast right-of-way line of Texas City Drainage Ditch, a distance of 334.58 feet (called 334.61 feet) to a point for the Southwest corner of that certain called 1.1576 acre tract (Tract Two) recorded under G.C.C.F. No. 2004036147, said point also marks the Northwest corner of said called 0.8226 acre tract and the herein described tract, from which a found 1/2 inch iron rod bears, N 06°27' W, 6.21 feet;

THENCE, North 88°04'22" East (called N 89°56'00" E), along the common line between said called 0.8226 acre tract and said called 1.1576 acre tract, a distance of 244.49 feet (called 244.43 feet) to 5/8 inch iron rod found in the West right-of-way line of 33rd Street for the Southeast corner of said called 1.1576 acre tract and the Northeast corner of said called 0.8226 acre tract and the herein described tract;

THENCE, South 01°55'38" East (called S 00°04'00" E), along the West right-of-way line of 33rd Street, a distance of 258.86 feet to the POINT OF BEGINNING and containing 0.8231 acres (35,853 square feet) of land, more or less.

CENTURY ENGINEERING, INC.

Dated this 30th day of October, 2014

  
Bernerd F. Johnson

Registered Professional Land Surveyor No. 4314

CEI JOB NO. 14065-00.00  
(QW21) sv 14065A.T



**EXHIBIT B**  
**SITE PLAN DEPICTING THE PROPERTY**  
**(or portion thereof to be occupied by Tenant)**

### **EXHIBIT C** **WORK LETTER**

Landlord agrees to construct for Tenant the Landlord's Work hereinafter set forth. All of the items of Landlord's Work shall be done at Landlord's sole cost and expense. Tenant agrees to construct the Tenant's Work hereinafter set forth. All of the items of Tenant's Work shall be done at Tenant's sole cost and expense, subject to the provisions of Section 4.4 of the Lease. Both Landlord's Work and Tenant's Work shall be completed in a good and workmanlike manner and in accordance with the requirements of all applicable building and governing codes. Any materials to be installed by either Landlord or Tenant as specified hereunder shall also be supplied by the designated party.

#### **I. PLANS AND SPECIFICATIONS**

Within ninety (90) days following the date Landlord provides Tenant with building shell drawings for the Freestanding Building which have been approved by the City of Texas City and any other applicable authority to the extent necessary to enable Tenant to prepare the Plans (as defined below) (the "Building Shell Plans") in hard copy or electronic format (e.g., CAD) (the "Start Date"), Tenant shall prepare or cause to be prepared, at Tenant's cost, and deliver to Landlord as many counterparts as may be reasonably requested, but not to exceed a total of four (4) counterparts, (including one (1) counterpart, if so requested, in reproducible media) of the following plans, specifications, and related materials (hereinafter collectively called the "Plans"), to-wit:

1. Complete architectural plans and specifications for the improvement and finish-out of the Freestanding Building, prepared by a registered architect licensed to practice in the State of Texas who is reasonably acceptable to Landlord, and which shall include, but not be limited to, the following for the interior of the Freestanding Building:
  - a. Floor Plan;
  - b. Interior Elevations; and
  - c. Specifications for all building materials, including color schemes and finish selections.
2. Complete Mechanical Plans and Specifications, including shop drawings for all fabricated products, if any.
3. Complete Electrical Plans and Specifications, including reflected ceiling plan.
4. Complete Plumbing Plans and Specifications.

Within ten (10) business days from receipt, Landlord shall review each of the items to be furnished by Tenant and supply any comments or objections thereto. Failure to supply such



comments or objections within such ten (10) business day period shall be deemed acceptance of the item(s) submitted. If either party shall have any objection, Landlord and Tenant and their respective architects, engineers, and/or contractors acting in a reasonable and good faith manner shall promptly meet to resolve any differences or discrepancies and final Plans shall be agreed upon and initialed as approved by Landlord and Tenant (or their representatives) within fifteen (15) business days thereafter and, in any event, within ninety (90) days from the Start Date. If Landlord is delayed in the commencement of Landlord's Work, or if the foregoing schedule is not adhered to, as a result of any act or omission of Tenant or its architects, engineers, contractors, subcontractors, agents, employees, or other related parties (hereinafter called a "Tenant Delay"), then the Commencement Date and the Landlord's delivery deadline, if any, shall be moved forward, and the payment of rent accelerated, by one (1) day for each one (1) day of Tenant Delay.

Tenant shall obtain, at its sole cost and expense, all licenses, permits, and approvals required by applicable law with respect to the Plans and Tenant's Work, including, without limitation, approval from the Texas Department of Licensing and Regulation (the "TDLR") that the Plans and Tenant's Work satisfy the requirements of the Texas Elimination of Architectural Barriers Act (the "EAB"). Tenant shall, at its sole cost and expense, employ a TDLR-approved third-party inspector acceptable to Landlord to secure TDLR approval of: (a) the Plans, prior to commencement of Tenant's Work, and (b) compliance of Tenant's Work with the EAB, within thirty (30) days after completion of Tenant's Work.

## **II. LANDLORD'S WORK**

"Landlord's Work" shall be comprised of the work listed below:

### **A. Building Shell which shall include:**

1. Complete exterior and structural roof system engineered to support rooftop HVAC units up to 1,800 lbs. If Tenant selects larger rooftop HVAC units, then Tenant will be required to pay for the additional cost of the design and construction of any required structural supports and stiffening. Construction; columns and/or beams and/or rafters (exposed construction), the design and materials to be determined by Landlord.
2. Exterior wall surfaces of structure shall be architectural concrete, cement plaster, EIFS, concrete masonry units, brick, stone or other veneer selected by Landlord.
3. Entrance/exit doors.
4. Front wall with double front entry/exit door.
5. Covered porte cochere over the main entry to facilitate patient drop-off and pick-up, and a mutually acceptable covered drop-off zone outside the emergency/ambulance entrance.

6. Agreeable exterior location for Tenant's emergency power generator.
- B. Floor: Landlord will leave out the slab of the Leased Premises. Tenant shall, at its sole cost and expense, install the slab.
- C. Utilities: Properly sized water and wastewater lines furnished to the perimeter of the Freestanding Building at Landlord's cost. Electrical service including any required transformer with sufficient capacity to provide 600 amps of electrical service, and natural gas lines furnished to the perimeter of the Freestanding Building. Code-approved automatic fire sprinkler system for the entire Freestanding Building, excluding sprinkler heads which shall be the responsibility of Tenant. Tenant shall also be responsible for adjusting the system to work within Tenant's final wall partition design.
- D. Common Area: Storm water detention and management, vehicular parking lot with code-approved quantity of parking spaces, parking lot lighting, drive aisles and landscaping with irrigation.
- E. The Property Sign.

Landlord, at its sole cost and expense, hereby agrees to construct and install the Landlord's Work in accordance with the Building Shell Plans, the Site Plan and this Lease.

The Delivery Date shall be deemed to have occurred and Landlord's Work shall be deemed substantially completed and Landlord shall deliver to Tenant physical possession of the Leased Premises and Freestanding Building on the date on which all of the following have occurred: (i) the project architect's certificate of substantial completion with respect to Landlord's Work for the Leased Premises and Freestanding Building and shall have been delivered to Tenant; and (ii) access to the Leased Premises, Freestanding Building, and the parking areas are available to and for use by Tenant and its agents and employees and invitees without undue interruption.

Landlord shall obtain and maintain all authorizations, approvals and permits required by any governmental entity for the construction and installation of Landlord's Work. A representative of Tenant shall have the right (without the obligation to do so) to observe the Landlord's Work during construction; such representative shall notify Landlord of any deviations from the applicable plans and specifications or other deficiencies which it may discover, and Landlord shall promptly correct and/or repair any such deviations or deficiencies upon receipt of such notice.

Landlord shall, within thirty (30) days of the Delivery Date, deliver to Tenant copies of all warranties applicable to Landlord's Work along with an assignment (effective as of the Delivery Date) of such warranties.

### **III. TENANT'S WORK**

Tenant's Work shall be comprised of the work listed below:

- A. Interior Partitions.
- B. Slab and Floor Coverings.
- C. Electrical:
  - 1. Any and all interior electrical work.
  - 2. Telephone installation.
- D. Signage in accordance with Article 15 of the Lease.
- E. Utilities:
  - 1. All installation of utility services within the Freestanding Building not otherwise provided as a part of Landlord's Work.
  - 2. All service deposits for service after construction is completed shall be made at Tenant's expense.
  - 3. Tenant will pay all utility charges associated with the Leased Premises following the substantial completion thereof.
  - 4. Fire sprinkler heads below the drop ceiling and adjustment of the fire sprinkler system to work within Tenant's final wall partition design.
- F. Ceiling System:
  - 1. Supply and install HVAC unit(s) per the Plans.
  - 2. Supply and install ceiling in accordance with Plans.
  - 3. Supply and install recessed lay-in light fixtures per the Plans.
  - 4. Supply and install exit lights according to code.
- G. Toilet Room(s): Complete in design (to handicapped code) and number required by local code(s). Each restroom to include water closet and lavatory with hot and cold water and exhaust fan.
- H. All Trade Fixtures and Displays.
- I. Installation of medical gas system and back up electric power generator, if required by Tenant.

#### **IV. GENERAL**

1. Landlord shall have the right to approve the general contractor and principal subcontractors to be engaged in the performance of Tenant's Work, which approval shall not be unreasonably withheld.

2. Landlord and Tenant shall each require their contractors and subcontractors to dispose in an on-site dumpster and remove all debris and rubbish caused by their work on a daily basis in order to keep the job site in a neat, safe and orderly condition and, upon completion of the project, to remove all temporary structures, debris and rubbish of whatever kind remaining on or about the Leased Premises.

3. Tenant shall require its contractors and subcontractors to obtain and maintain, and provide certificates of, all insurance required pursuant to this Lease in the performance of their respective work including, but not limited to, Worker's Compensation Insurance as required by applicable law.

4. All of Landlord's Work and Tenant's Work shall be performed expeditiously, in a good and workmanlike manner and in conformity with sound construction practices consistent with projects of similar scope and quality to the Property. Tenant shall not, nor shall Tenant permit its contractors, subcontractors or suppliers to: (i) create any disturbance or unreasonably interfere with Landlord or any other tenant of the Property in the performance of Tenant's Work; or (ii) store any equipment or materials outside of the Leased Premises without Landlord's prior written consent which shall not be unreasonably withheld, conditioned or delayed.

**EXHIBIT D**  
**ACCEPTANCE LETTER**

\_\_\_\_\_, 201\_\_

c/o Read King, Inc.  
5850 San Felipe, Suite 490  
Houston, Texas 77057  
Attention: Mr. Tim Delgado

Re: Lease Agreement dated effective \_\_\_\_\_, 2014 (the "Lease") by and between RKMS TEXAS CITY LLC ("Landlord") and NEC Texas City Emergency Center, LP ("Tenant") concerning certain premises located at 3302 Palmer Highway, Texas City, TX (the "Leased Premises").

Gentlemen:

Tenant hereby confirms to Landlord and any mortgagee of Landlord holding a lien or security interest in the Leased Premises and/or the Lease as follows:

1. Tenant is in full and complete possession of the Leased Premises, such possession having been delivered by Landlord and accepted by Tenant. The Leased Premises contain 8,000 square feet of Gross Leasable Area.

2. The "Landlord's Work" (as such term is defined in the Lease) has been fully performed by Landlord in accordance with the terms of the Lease and the "Work Letter" (as such term is defined in the Lease). Tenant hereby accepts the Leased Premises in their present condition and waives any requirement on the part of Landlord to repair or maintain the Leased Premises, or any part thereof, except as specifically provided to the contrary in Section 9.1 of the Lease.

3. The Lease is currently in full force and effect and there is no existing default on the part of Landlord thereunder.

**NEC TEXAS CITY EMERGENCY CENTER, LP, a Texas limited partnership**

**By: NEIGHBORS GP, LLC, its General Partner**

**By: NEIGHBORS HEALTH SYSTEM, INC., its Manager**

By: \_\_\_\_\_  
SETUL PATEL  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT E**  
**CONFIRMATION OF COMMENCEMENT DATE**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_  
201\_\_, by and between [TBD] ("Landlord") and \_\_\_\_\_ ("Tenant")

**WITNESSETH:**

**WHEREAS**, Landlord and Tenant have entered into that certain Lease Agreement dated effective \_\_\_\_\_, 2014 (hereinafter called the "Lease") concerning certain premises located at 3302 Palmer Highway, Texas City, TX (the "Leased Premises").

**WHEREAS**, Landlord and Tenant wish to set forth their agreements as to the commencement and expiration of the term of the Lease.

**NOW, THEREFORE**, in consideration of the leasing of the Leased Premises from Landlord to Tenant as described in the Lease, the covenants set forth therein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. The term of the Lease and Tenant's obligation to pay Rent thereunder commenced on \_\_\_\_\_, 201\_\_, which is hereby established as the "Commencement Date" when said term is used in the Lease.
2. The Primary Term of the Lease shall expire on \_\_\_\_\_.
3. Tenant has three (3) option(s) to extend the Term of the Lease of five (5) years each, which is to be exercised by presentation to Landlord of written notice not more than twelve (12) months nor less than six (6) months prior to the expiration of the Primary Term or preceding option term, as applicable.

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

**LANDLORD:**

**RKMS TEXAS CITY LLC,  
a Texas limited liability company**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**TENANT:**

**NEC TEXAS CITY EMERGENCY CENTER, LP,  
a Texas limited partnership**

**By: NEIGHBORS GP, LLC, its General Partner**

**By: NEIGHBORS HEALTH SYSTEM, INC., its  
Manager**

**By:** \_\_\_\_\_  
**SETUL PATEL**

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXHIBIT F**  
**BUILDING FASCIA SIGN CRITERIA**

The purpose of these instructions is to outline the criteria which has been established to control the design, fabrication and installation of tenant signs in this Property. Notwithstanding anything contained in these criteria, Tenant's signage must strictly comply, and be constructed in conformity, with applicable city ordinances, rules and regulations, as well as any other governmental agencies or private concerns, including without limitation, the restrictions, rules and regulations concerning signage promulgated and/or enforced under the Restrictions, Tenant hereby agreeing to secure all necessary approvals under the Restrictions prior to installing any signage subject to the restrictions, rules and regulations under the Restrictions.

**GENERALLY:**

Compliance with Code: All Tenant signage at the Property must strictly comply with the sign code(s) of all applicable regulatory authorities. Tenant or its representative shall obtain permits from all applicable governmental authorities for signs and their installation, at Tenant's sole cost and expense.

**BUILDING/FASCIA SIGNS:**

**A. General Requirements**

1. Signage Cost: Signs shall be designed, constructed, installed, and approved at Tenant's cost and expense pursuant to the design requirements set forth herein.
2. Tenant's Sign Contractor: Tenant's sign contractor(s) shall be subject to Landlord approval, must be licensed by all applicable regulatory authorities, and shall have property liability insurance at a minimum of \$1,000,000.00 coverage per occurrence naming Landlord, Landlord's property manager (if applicable) and Tenant as additional insureds. *A copy of such insurance policy must be submitted with sign drawings as part of the Landlord's approval process.* Tenant's sign contractor shall be held liable and bear all costs for the removal and/or correction of non-conforming sign installation and damage to building by signs. The party contracting with the sign contractor shall be fully responsible for the operations of its sign contractor. Such contractor shall repair any damage to the fascia or any other facility part of the Property caused by its work. If such contractor defaults under its agreement with Tenant, Tenant shall be responsible for timely replacement of the contractor and Tenant indemnifies Landlord for any damages caused by such contractor.
3. Removal of Signage: At the termination of a Tenant's Lease, if not renewed, Tenant shall be held liable and bear the costs for, the removal of sign installations and the repair of any penetrations or damage to the substrate caused by the sign's attachment or its removal.



B. Design Stipulation/Parameters

1. All signs and their installation shall comply with all applicable local and/or national building and electrical codes. Electrical hook-up shall be performed by a licensed electrician.
2. All conductors, transformers and other components shall be concealed from view. Location and/or concealment methods will be subject to approval in the submitted drawings.
3. Electrical service to all signs shall be on Tenant's meter and photocell (provided by Tenant), subject to hours of operation determined by the Landlord or its representative.
4. All anchoring devices shall be of non-corrosive metal.

PROPERTY SIGN:

1. Tenant shall either (a) fabricate its sign panels, in coordination with the sign contractor selected by Landlord for the Property Sign, or (b) provide artwork to Landlord's sign contractor (.eps or .dxf file or Auto CAD format) for fabrication of the panels by Landlord's sign contractor at Tenant's expense.
2. The panels shall be installed by Landlord's sign contractor, and Tenant shall reimburse Landlord for the cost thereof.

**EXHIBIT G**  
**RULES AND REGULATIONS**

Tenant agrees to the establishment of, and shall abide by and enforce upon its agents, servants, employees, invitees, customers and vendors (in addition to the Lease terms, covenants, and conditions), the following Rules and Regulations:

1. **Safe Premises.** The Leased Premises, including vestibules, entrances and returns, doors, fixtures, windows and plate glass shall be maintained in a safe, neat and clean condition. Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in, on or about the Leased Premises or the Property.

2. **Removal of Trash.** All trash, refuse and waste materials shall be regularly removed from the Leased Premises and, until removal, shall be stored: (a) in adequate containers, which containers shall be located so as not to be visible to the general public shopping in the Property; and (b) so as not to constitute any health or fire hazard or nuisance to any occupant.

3. **Dwelling.** Tenant shall not permit or suffer any portion of the Leased Premises or Property to be used for lodging purposes.

4. **Generally Nonpermitted Uses.** No use shall be made of the Property or any portion or portions thereof which would: (a) violate any law, ordinance, or regulation; (b) constitute a nuisance; (c) constitute an extrahazardous use; or (d) violate, suspend or void or increase the premiums for any policy or policies of insurance on any stores or the Property.

5. **Parking.** Tenant shall have the right to prepare, publish and enforce commercially reasonable parking regulations for the Leased Premises. All parking spaces located within the Leased Premises shall be subject to Tenant's use and control.

**EXHIBIT H**  
**Intentionally Deleted**

**EXHIBIT 1**

**[NOTE – MAY BE UPDATED WITH NEW LENDER FORM ACCEPTABLE TO  
TENANT IF AVAILABLE PRIOR TO LEASE EXECUTION. LANDLORD WILL  
DELIVER THE NEW FORM AS SOON AS LENDER IS SELECTED]**

**FORM OF SUBORDINATION, NON-DISTURBANCE,  
AND ATTORNMENT AGREEMENT**

This SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT ("Agreement") is made and entered into as of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ ("Beneficiary"); \_\_\_\_\_ ("Landlord"); and \_\_\_\_\_ ("Tenant").

**WITNESSETH:**

**WHEREAS**, Beneficiary is the owner and holder of that certain Promissory Note ("Note") dated \_\_\_\_\_, in the principal sum of \$ \_\_\_\_\_, secured by that certain Deed of Trust ("Deed of Trust"), dated of even date with the Note, executed by Landlord to a trustee in favor of Beneficiary, recorded on \_\_\_\_\_, in the Office of the Clerk of Galveston County, Texas, under Clerk's File No. \_\_\_\_\_, which Deed of Trust constitutes a lien on the land described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes and the improvements now or hereafter located thereon ("Property"); and

**WHEREAS**, Tenant is the holder of a leasehold estate in and to all or a portion of the Property (the property which is the subject of such leasehold estate being referred to as the "Leased Premises") pursuant to the terms of that certain lease agreement (the "Lease") dated \_\_\_\_\_, 2014, and executed by and between Tenant, as the tenant, and Landlord, as the landlord; and

**WHEREAS**, Landlord, Tenant and Beneficiary desire to confirm their understandings with respect to the Lease and the Deed of Trust.

**NOW, THEREFORE**, in consideration of the mutual and dependent covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree and covenant as follows:

1. Non-Disturbance. So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Tenant's possession, use and occupancy of the Leased Premises and its rights under the Lease shall not be interfered with or disturbed by Beneficiary or anyone claiming by, through or under Beneficiary, during the term of the Lease or any extension thereof duly exercised by Tenant. If at, or subsequent to, the time that Beneficiary or a Purchaser shall acquire, in whatever manner, title to the Leased Premises

(subject to the Lease), or from time to time thereafter, any default by Tenant exists or occurs under the Lease, and continues beyond any applicable cure period in the Lease, then Beneficiary or such Purchaser shall be entitled to exercise or enforce any and all rights, privileges, remedies and recourses which it may have against Tenant under or pursuant to the Lease or other applicable law, (including, without limitation, the termination of the Lease, the dispossession of Tenant from the Leased Premises, or the prosecution of an action for breach of the Lease), notwithstanding the provisions of this Agreement.

2. Attornment. If the interests of Landlord in and to the Leased Premises become owned by Beneficiary or another Purchaser (as defined herein) by reason of judicial foreclosure, non-judicial foreclosure by the trustee under the Deed of Trust, other proceedings brought by Purchaser or by any other manner, including, but not limited to, Beneficiary's exercise of its rights under any collateral assignment(s) of leases and rents, and Purchaser succeeds to the interest of the Landlord under the Lease, Tenant shall be bound to Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extension thereof duly exercised by Tenant with the same force and effect as if Purchaser were the Landlord under the Lease. Tenant does hereby attorn to Purchaser, as its Landlord, said attornment to be effective and self-operative, without the execution of any further instruments on the part of any of the parties hereto or of any Purchaser, immediately upon Purchaser's succeeding to the interest of the Landlord under the Lease; provided, however, that Tenant shall be under no obligation to pay rent to Purchaser until Tenant receives written notice from Purchaser that it has succeeded to the interest of the Landlord under the Lease. The respective rights and obligations of Tenant and Purchaser upon such attornment, to the extent of the then remaining balance of the term of the Lease and any extension thereof duly exercised, shall be and are the same as now set forth therein, it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference, with the same force and effect as if expressly set forth herein.

3. Purchaser's Obligations. If Purchaser shall succeed to the interest of Landlord under the Lease, Purchaser shall be bound to Tenant under all of the terms, covenants and conditions of the Lease; provided, however, that Purchaser shall not be:

(a) liable for any act or omission of any prior lessor (including Landlord) under the Lease; or

(b) subject to the offsets or defenses which Tenant might have against any prior lessor (including Landlord) under the Lease; or

(c) bound by any rent, additional rent, advance rent or other monetary obligations which Tenant might have paid earlier than the month required by the Lease to any prior lessor (including Landlord) under the Lease, except pre-paid rent paid pursuant to Section 7.1, and all such rent or other monetary obligations shall remain due and owing, notwithstanding such advance payment; or

(d) bound by any security deposit of any type or advance rental deposit made by Tenant under the Lease which is not delivered or paid over to Purchaser and with respect to which Tenant agrees to look solely to Landlord for refund or reimbursement; or

(e) bound by any amendment or modification of the Lease made without Beneficiary's or Purchaser's prior written consent and approval; or

(f) liable or responsible under or pursuant to the terms of the Lease after it ceases to own an interest in or to the Property.

4. Subordination. Subject to the terms of this Agreement, the Lease now is, and shall at all times continue to be, subject, inferior and subordinate in each and every respect to the lien of and other security interests created by the Deed of Trust and to any and all renewals, amendments, modifications, extensions, substitutions, replacements, increases and/or consolidations of the Deed of Trust, and the Deed of Trust, and any and all renewals, amendments, modifications, extensions, substitutions, replacements, increases and/or consolidations thereof, shall be and remain, in each and every respect prior and superior to the Lease. Nothing herein contained shall be deemed or construed as limiting or restricting the enforcement by Beneficiary of any of the terms, covenants, provisions or remedies of the Deed of Trust, whether or not consistent with the Lease.

5. Purchaser. The term "Purchaser" shall be deemed to include Beneficiary and any of its successors and assigns, including anyone who shall have succeeded to Landlord's interest by, through or under judicial foreclosure, non-judicial foreclosure sale or other proceedings brought pursuant to the Deed of Trust, deed in lieu of such foreclosure, other proceedings brought by Beneficiary under or with respect to the Note or Deed of Trust, or otherwise.

6. Representations. Landlord and Tenant represent, warrant and certify to Beneficiary, as of the date hereof that, except as set forth on Annex "I" attached hereto:

(a) the Lease is presently in full force and effect

(b) the Lease has not been modified, amended, supplemented, replaced, restated, or otherwise changed, either orally or in writing, except as herein expressly provided;

(c) all conditions or requirements specified in the Lease that could have been satisfied as of the date hereof have been fully satisfied;

(d) no rent under the Lease has been paid for more than the current rental period established in the Lease;

(e) to the best of Tenant's knowledge, no default (or any event, condition or circumstance, which with notice, grace or lapse of time could constitute a default) exists under said Lease;

(f) Tenant, as of this date, to the best of Tenant's knowledge, has no charge, lien or claim of offset under said Lease or otherwise against rents or other charges due or to become due under the Lease;

(g) the Lease constitutes the entire agreement between the Tenant and Landlord and that the Beneficiary shall have no liability or responsibility with respect to any security deposit made by the Tenant;

(h) the only persons or entities in possession of the Leased Premises or having any right to the possession, use or occupancy of the Leased Premises (other than the record owner or holders of recorded easements) is Tenant; and

(i) Tenant has no right or interest in or under any contract, option or agreement (other than as shown in the Lease) involving the sale or transfer of the Leased Premises.

7. Negative Covenants. In the absence of the prior written consent of Beneficiary, Tenant agrees not to do any of the following: enter into any agreement, whether oral or written, with Landlord to amend, modify, supplement, replace, restate or otherwise change the Lease, voluntarily surrender the Leased Premises so as to effect a termination (except as expressly provided in the Lease) or, except for a default by Landlord and to the extent provided in the Lease and this Agreement, terminate the Lease, and except as expressly provided in the Lease, sublease or assign all or any portion of the Leased Premises.

8. Default. In the event Landlord shall fail to perform or observe any of the terms, conditions or agreements in the Lease, Tenant shall give written notice thereof to Beneficiary and Beneficiary shall have the right (but not the obligation) to cure such default. Tenant shall not take any action with respect to such default under the Lease (other than self-help), including without limitation any action in order to terminate, rescind or avoid the Lease or to withhold any rent or other monetary obligations thereunder, for a period of thirty (30) days after receipt of such written notice by Beneficiary; provided, however, that in the case of any default which cannot with diligence be cured within said thirty (30) day period, if Beneficiary shall proceed promptly to cure such default and thereafter prosecute the curing of such default with diligence and continuity, the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of such default, such period not to exceed an additional ninety (90) days, except for the initial construction of the Leased Premises in which event the additional time period shall not exceed one hundred eighty (180) days.

9. Notices. All notices or other communications required or permitted to be given pursuant to the provisions hereof shall be in writing and shall be considered as properly given if (i) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, or (iii) by delivery to a third party commercial delivery service for same day or next day delivery to the office of the addressee. Notice so given shall be effective, as applicable, upon (i) actual delivery, or (ii) three (3) days after transmittal or mailing. Notice given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the addresses of the parties shall be:

Beneficiary:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Landlord:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tenant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notwithstanding the foregoing, any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of ten (10) days notice to the other parties in the manner set forth herein.

10. Counterparts. To facilitate execution, this instrument may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereon and thereafter attach to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages.

11. Amendment. This Agreement may not be modified orally or in any manner other than by an agreement, in writing, signed by the parties hereto and their respective successors-in-interest.

12. Successors. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

13. Termination. This Agreement shall be of no further force and effect and shall become null and void upon the recording in the applicable records of Beneficiary's written release of the lien of the Deed of Trust.



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

**BENEFICIARY:**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LANDLORD:**

**RKMS TEXAS CITY LLC,  
a Texas limited liability company**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TENANT:**

**NEC TEXAS CITY EMERGENCY CENTER, LP,  
a Texas limited partnership**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TEXAS           §  
                                     §  
COUNTY OF \_\_\_\_\_ §

      This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_,  
a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF TEXAS           §  
                                     §  
COUNTY OF \_\_\_\_\_ §

      This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_,  
\_\_\_\_\_, a Texas limited liability company.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF TEXAS           §  
                                     §  
COUNTY OF \_\_\_\_\_ §

      This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_,  
\_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT J**  
**GUARANTY OF LEASE**

THIS GUARANTY given by NEIGHBORS HEALTH SYSTEM, INC., a Texas corporation, (hereinafter called the "Guarantors," whether one or more) to RKMS TEXAS CITY LLC (hereinafter called the "Landlord").

**WITNESSETH:**

In order to induce the Landlord to demise to NEC Texas City Emergency Center, LP, a Texas limited partnership (hereinafter with its successors and assigns referred to as the "Tenant"), certain premises in the Landlord's Shopping Center to be (or which has been) constructed on land situated at 3302 Palmer Highway, Texas City, TX, and being described in and pursuant to a certain Lease Agreement dated \_\_\_\_\_, 2014 (which lease together with any and all modifications, amendments and extensions is hereinafter referred to as the "Lease"), the undersigned Guarantors agrees as follows:

1. The Guarantors do hereby jointly and severally, unconditionally and absolutely guarantee to the Landlord the full, prompt and complete payment by the Tenant of the rent and all other sums which may be payable by the Tenant under the Lease and the full, prompt and complete performance by the Tenant of all and singular the terms, covenants, conditions and provisions in the Lease required to be performed by the Tenant without regard to any forbearance, delay, neglect or failure on the part of Landlord in enforcing same.

2. The Guarantors do hereby waive notice of acceptance hereof and any and all other notices which by law or under the terms and provisions of the Lease are required to be given to the Tenant, and also waive any demand for or notice of default of the payment of rent and other sums which may be payable by the Tenant under the Lease and the performance of all and singular the terms, covenants, conditions and provisions in the Lease required to be performed by the Tenant; and the Guarantors do further expressly hereby waive any legal obligation, duty or necessity for the Landlord to proceed first against the Tenant or to exhaust any remedy the Landlord may have against the Tenant, it being agreed that in the event of default or failure of performance in any respect by the Tenant under the Lease, the Landlord may proceed and have right of action solely against either the Guarantors (or any of them) or the Tenant or jointly against the Guarantors (or any of them) and the Tenant.

3. In the event of any bankruptcy, reorganization, winding up or similar proceedings with respect to Tenant, no limitation of Tenant's liability under the Lease which may now or hereafter be imposed by any federal, state or other statute, law or regulation applicable to such proceedings, shall in any way limit the obligation of Guarantors hereunder, which obligation is co-extensive with Tenant's liability as set forth in the Lease without regard to any such limitation.

4. The Guarantors shall not be entitled to make any defense against any claim asserted by the Landlord in any suit or action instituted by the Landlord to enforce this Guaranty or the Lease or to be excused from any liability hereunder which the Tenant could not make or invoke, and the Guarantors hereby expressly waive any defense in law or in equity which is not or would not be available to the Tenant, it being the intent hereof that the liability of the Guarantors hereunder is primary and unconditional.

5. In the event it shall be asserted that Tenant's obligations are void or voidable due to illegal or unauthorized acts by Tenant in the execution of the Lease, the Guarantors shall nevertheless be liable hereunder to the same extent as the Guarantors would have been if the obligations of the Tenant had been enforceable against the Tenant.

6. In the event suit or action be brought upon and in connection with the enforcement of this Guaranty, the Guarantors shall pay reasonable attorneys' fees and all court costs incurred by the Landlord.

7. This Guaranty shall remain in full force and effect as to any renewal, extension, modification or amendment of the Lease and as to any assigns of Tenant's interest under the Lease, and despite any subletting of all or any portion of the leased premises.

8. This Guaranty shall be binding upon the heirs, legal representatives, successors and assigns of the Guarantors, and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the Landlord. Landlord's interest under this Guaranty may be assigned by it by way of security or otherwise.

9. This Guaranty shall remain in full force and effect regardless of whether or not Tenant continues to be owned in whole or in part by Guarantors.

10. If the Guarantors, or any of them, are a corporation, then the undersigned officer of each such corporation personally represents and warrants that the Board of Directors of each such corporation, in a duly held meeting, has determined that this Guaranty may reasonably be expected to benefit said corporation.

11. The Guarantors agree that this contract is performable in Houston, Harris County, Texas and waive the right to be sued elsewhere.

EXECUTED this the 9<sup>th</sup> day of December, 2014.

corporation

**GUARANTORS:**

Neighbors Health System, Inc., a Texas

By:  \_\_\_\_\_

Name: Setul Patel \_\_\_\_\_

Title: CEO \_\_\_\_\_

Date: 12/9/14 \_\_\_\_\_

Address: 10223 Broadway St., Ste P  
Pearland, Texas 77584

## EXHIBIT "K"

### LANDLORD AGREEMENT

THIS LANDLORD AGREEMENT (this "*Agreement*") is made and entered into as of this 9<sup>th</sup> day of December 2014, by RKMS TEXAS CITY LLC, a Texas limited liability company ("*Landlord*"), for the benefit of NEC TEXAS CITY EMERGENCY CENTER, LP, a Texas limited partnership, ("*Tenant*"), and COMPASS BANK, an Alabama banking corporation, as lender ("*Lender*").

### RECITALS

WHEREAS, Landlord is the landlord of that certain property located at 3302 Palmer Highway, Texas City, TX (the "*Property*"), as more particularly described in that certain Lease Agreement dated 9<sup>th</sup> of December (as amended, restated, or supplemented from time to time, the "*Lease*"), a copy of which is attached hereto as *Exhibit A*:

WHEREAS, Lender and Neighbors Health System, Inc., a Texas corporation ("*Borrower*"), as borrower, have entered into a Credit Agreement (as amended, restated, modified or supplemented from time to time, the "*Credit Agreement*");

WHEREAS, Tenant has executed a Guaranty (as amended, restated, modified or supplemented from time to time, the "*Guaranty*"), secured in part by a security interest in, among other things, substantially all personal property assets of Tenant, whether now owned or hereafter acquired, which now or hereafter may be located on or about the Property (the "*Collateral*"); and

WHEREAS, Lender requires Landlord's consent and agreement as set forth herein as a condition to continuing to extend credit to Borrower.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby agrees as follows:

1. Consent. Landlord agrees that, at Lender's option, the Collateral may remain upon the Property and Lender may occupy the same for the purpose of preparing and processing the Collateral for sale, lease or other disposition and for the purpose of conducting a sale of the Collateral, or removing the Collateral from the Property, for a period up to 45 days after (a) the exercise by Lender of its right to the Collateral under its financing arrangements with Tenant or (b) the receipt by Lender of written notice by Landlord directing removal thereof; *provided that*, (i) Lender may not conduct the sale or other disposition of the Collateral on the Property and may not post any signage regarding the sale on the Property, and (ii) Lender shall be liable for an occupancy charge on the actual number of days it occupies the Property at the rental provided under the Lease (or, if the Lease is not then in effect, at a rate to be agreed upon in writing by Lender and Landlord), prorated on a per diem basis and further prorated based on the square footage of space to be occupied by Lender under this Section 1. Lender's payment of any such occupancy charge shall not result in Lender incurring any obligations of Tenant under the Lease or any other agreement. If Lender is prohibited by any process or injunction issued by any court, or by reason of any bankruptcy or insolvency proceeding involving Tenant, from enforcing its security interest in the Collateral, the 45 day period shall toll upon such proceeding and

commence or re-commence upon termination of such prohibition, so long as Lender is at all times pursuing its remedies with due diligence.

2. Subordination. Landlord claims no interest in or lien upon any of the Collateral, and subordinates any lien, security interest or claim against the Collateral, whether arising under the Lease or other agreement, provided by applicable law or otherwise, and any and all right of levy, distraint or execution against the Collateral for rent or other sums due or to become due Landlord. Landlord waives any and all right to require Lender to marshal any property or assets of Tenant. Notwithstanding anything to the contrary contained herein, any Collateral not removed by Lender within the time periods required hereunder will conclusively be deemed abandoned. the Lender will automatically waive all rights the Lender may have in such Collateral, and the Landlord shall be entitled to exercise any perfected lien upon, and/or, to the extent permitted by law, remove, sell or dispose of any of the Collateral not removed by Lender within the time periods required hereunder.

3. Personal Property. Landlord agrees that, as between Lender and Landlord, the Collateral shall remain personal property, notwithstanding the manner of attachment, and will not become part of the Property. Notwithstanding anything to the contrary contained herein, Lender and Landlord agree that the Collateral shall not include (a) concrete floor, attached alterations, improvements and/or fixtures (including without limitation, floor covering, ceiling, permanent wall partitions, air conditioning and heating systems, fluorescent and drop in lighting fixtures, exterior and interior doors or kitchen or bathroom fixture, attached shelving, cabling, wiring or similar improvements), unless they are financed using proceeds of the Credit Agreement, or (b) any items that were paid for by Landlord.

4. Right of Entry. Lender or its representatives may enter the Property at any time to remove and/or dispose of the Collateral in the exercise of its rights and remedies against Tenant and the Collateral subject to the terms of this Agreement. Lender agrees to repair any damage (ordinary wear and tear excluded) caused by Lender's removal of the Collateral. Notwithstanding anything in this Section 4 to the contrary, neither Lender nor any of its representatives may enter the Property until a certificate of insurance has been delivered to Landlord which covers any party entering the Premises.

5. Estoppel. Landlord certifies to Lender and agrees as of the date Landlord executes this Agreement:

a. Valid Lease. The Lease is enforceable against the Landlord according to its terms. To the Landlord's actual knowledge, the Lease is valid and has not been modified either orally or in writing.

b. No Defaults. Landlord is not in, and to Landlord's knowledge, Tenant is not in, default under the Lease, nor has any event occurred which, with the passage of time, the giving of notice, or both, would constitute an event of default or default under the Lease.

6. Notice of Default and Opportunity to Cure. Landlord agrees that in the event of any claimed breach or default by Tenant which would entitle Landlord to terminate the Lease, Landlord shall notify Lender of such claimed breach or default by certified mail, return receipt requested, or Federal Express or other reputable overnight courier, at the following address:

Compass Bank  
2200 Post Oak Blvd., 20th Floor

Houston, Texas 77056  
Attention: Cindy Young  
Telephone: 713-499-8632  
Facsimile: 713-966-2388

Upon receipt of said notice, Lender shall thereupon at its option (and without obligation) have 30 days to cure said default (but in no event shall Lender be required to cure any such default); *provided*, however, in the event such default is not reasonably susceptible of being cured within 30 days, such 30 day cure period shall be extended as reasonably necessary to allow Lender an opportunity (and without obligation) to cure such default provided that Lender has commenced such cure within said 30 day period and thereafter continues to diligently pursue such cure to completion.

7. Continued Effectiveness. The effectiveness of this Agreement and Lender's rights hereunder shall not be affected by and shall extend to any amendment or modification of the loan documents, including, without limitation, any change in the manner or time of payment, any renewal or extension of the term thereof, or any increase in the indebtedness due thereunder.

8. Governing Law. This Agreement shall be governed by and shall be construed and enforced in accordance with the internal laws of the State of Texas, without regard to conflicts of law principles, shall be binding upon the parties hereto and their respective heirs, successors and assigns, and may not be modified, amended or altered except by a writing signed by each of the parties hereto.

*[Signature and acknowledgement appears on following page.]*



IN WITNESS WHEREOF, this Agreement is executed as of the date set forth in the Landlord's notary acknowledgement below but is to be effective for all purposes as of the date set forth in the preamble to this Agreement.

**LANDLORD:**

RKMS TEXAS CITY LLC,  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS       §  
                                  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_ of RKMS TEXAS CITY LLC, a Texas limited liability company, on behalf of said limited liability company, and for the purpose and consideration herein stated.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

**TENANT:**

NEC TEXAS CITY EMERGENCY CENTER, LP,  
a Texas limited partnership

By: NEIGHBORS GP, LLC, its General Partner

By: NEIGHBORS HEALTH SYSTEM, INC., its  
Manager

By: \_\_\_\_\_  
SETUL PATEL, President

STATE OF TEXAS           §  
                                     §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_ of Setul Patel, President of Neighbors Health System, Inc., a \_\_\_\_\_ corporation, Manager of Neighbors GP, LLC, a \_\_\_\_\_ limited liability company, general partner of NEC Texas City Emergency Center, LP, a Texas limited partnership, on behalf of said corporation, limited liability company, and partnership, and for the purpose and consideration herein stated.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

**LENDER:**

COMPASS BANK, an Alabama banking corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS       §  
                                  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2014, by  
\_\_\_\_\_, \_\_\_\_\_ of COMPASS BANK, an Alabama banking  
corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

**EXHIBIT E**  
**CONFIRMATION OF COMMENCEMENT DATE**

**THIS AGREEMENT** is made and entered into this 28 day of July 2011, by and between RKMS TEXAS CITY LLC, a Texas limited liability company ("Landlord") and NEC TEXAS CITY EMERGENCY CENTER LP ("Tenant").

**W I T N E S S E T H:**

**WHEREAS**, Landlord and Tenant have entered into that certain Lease Agreement dated effective December 9, 2014 (hereinafter called the "Lease") concerning certain premises located at 3302 Palmer Highway, Texas City, TX (the "Leased Premises").

**WHEREAS**, Landlord and Tenant wish to set forth their agreements as to the commencement and expiration of the term of the Lease.

**NOW, THEREFORE**, in consideration of the leasing of the Leased Premises from Landlord to Tenant as described in the Lease, the covenants set forth therein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. The term of the Lease and Tenant's obligation to pay Rent thereunder commenced on December 19, 2015, which is hereby established as the "Commencement Date" when said term is used in the Lease.
2. The Primary Term of the Lease shall expire on December 31, 2027.
3. Tenant has three (3) option(s) to extend the Term of the Lease of five (5) years each, which is to be exercised by presentation to Landlord of written notice not more than twelve (12) months nor less than six (6) months prior to the expiration of the Primary Term or preceding option term, as applicable.

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

**LANDLORD:**

**RKMS TEXAS CITY LLC,  
a Texas limited liability company**

By: \_\_\_\_\_

Name: Ewing King

Title: Manager

Date: 08/05/16

**TENANT:**

**NEC TEXAS CITY EMERGENCY CENTER, LP,  
a Texas limited partnership**

By: NEIGHBORS GP, LLC, its General Partner

By: NEIGHBORS HEALTH SYSTEM, INC.,  
its Manager

By: \_\_\_\_\_

Name: John Decker

Title: CFO

Date: 7/28/2014

### AMENDMENT OF LEASE AGREEMENT

THIS AMENDMENT OF LEASE AGREEMENT (this "*Amendment*") is entered into to be effective on January 26, 2015 (the "*Effective Date*"), by and between RKMS TEXAS CITY LLC, a Texas limited liability company ("*Landlord*") and NEC TEXAS CITY EMERGENCY CENTER, LP, a Texas limited partnership ("*Tenant*"), which parties make the following recitals and agreements:

#### RECITALS:

A. Landlord and Tenant are parties to the Lease Agreement dated effective December 9, 2014 (the "*Lease*") covering the Leased Premises commonly known as 3302 Palmer Highway, Texas City, Texas, as more fully described in the Lease.

B. Landlord and Tenant now desire to amend the Lease as provided below.

#### AGREEMENTS:

NOW, THEREFORE, in consideration of the covenants of the parties contained in this Amendment, the parties covenant and agree as follows:

1. **Definitions.** Words appearing with initial capital letters that are not defined in this Amendment are defined in the Lease.

#### AMENDMENT OF LEASE

2. **Summary of Basic Lease Provisions.** The Summary of Basic Lease Provisions appearing at the beginning of the Lease is amended to conform to the terms of this Amendment.

3. **Leased Premises.** The Freestanding Building, located on the Leased Premises, as referenced in Section 5 of the Summary of Basic Lease Provisions and in Section 1.10 is hereby revised to reflect that such Freestanding Building contains approximately 8,000 square feet of Gross Leasable Area, rather than approximately 10,000 square feet of Gross Leasable Area.

4. **Base Rent.** The Rent tables in Section 8 of the Summary of Basic Lease Provisions and Sections 7.1(b) and (c) of the Lease are deleted and replaced in their entirety by the following tables:

	<u>Primary Term</u>		
	<u>Rent Per Square Feet</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
Lease Year 1	\$48.23	\$385,840.00	\$32,153.00
Lease Year 2	\$49.19	\$393,556.80	\$32,796.00
Lease Year 3	\$50.18	\$401,427.94	\$33,452.00
Lease Year 4	\$51.18	\$409,456.49	\$34,121.00
Lease Year 5	\$52.21	\$417,645.62	\$34,803.00
Lease Year 6	\$53.25	\$425,998.54	\$35,499.00

Lease Year 7	\$54.31	\$434,518.51	\$36,209.00
Lease Year 8	\$55.40	\$443,208.88	\$36,934.00
Lease Year 9	\$56.51	\$452,073.06	\$37,672.00
Lease Year 10	\$57.64	\$461,114.52	\$38,426.00
Lease Year 11	\$58.79	\$470,336.81	\$39,194.00
Lease Year 12	\$59.97	\$479,743.54	\$39,978.00

<u>Extension Terms</u>			
	<u>Rent Per Square Feet</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
Lease Year 13	\$61.17	\$489,338.41	\$40,778.00
Lease Year 14	\$62.39	\$499,125.18	\$41,593.00
Lease Year 15	\$63.64	\$509,107.69	\$42,425.00
Lease Year 16	\$64.91	\$519,289.84	\$43,274.00
Lease Year 17	\$66.21	\$529,675.64	\$44,139.00
Lease Year 18	\$67.53	\$540,269.15	\$45,022.00
Lease Year 19	\$68.88	\$551,074.53	\$45,922.00
Lease Year 20	\$70.26	\$562,096.02	\$46,841.00
Lease Year 21	\$71.67	\$573,337.94	\$47,778.00
Lease Year 22	\$73.10	\$584,804.70	\$48,733.00
Lease Year 23	\$74.56	\$596,500.80	\$49,708.00
Lease Year 24	\$76.05	\$608,430.81	\$50,702.00
Lease Year 25	\$77.57	\$620,599.43	\$51,716.00
Lease Year 26	\$79.13	\$633,011.42	\$52,750.00
Lease Year 27	\$80.71	\$645,671.65	\$53,805.00

5. **Binding Effect.** Except as modified by this Amendment, the terms and provisions of the Lease shall remain in full force and effect, and the Lease, as modified by this Amendment, shall be binding upon and shall inure to the benefit of the parties to this Amendment, their successors and permitted assigns. This Amendment shall become effective only after its full execution and delivery by Landlord and Tenant.


6. **Miscellaneous.** This Amendment (a) may be modified or amended only in writing signed by each party hereto; (b) may be executed by facsimile signatures (including signatures transmitted by email) and in several counterparts, and by the parties hereto on separate counterparts, and each counterpart, when so executed and delivered, shall constitute an original agreement, and all such separate counterparts shall constitute one and the same agreement; and (c) embodies the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements relating to such subject matter.

SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment in multiple counterparts, each of which shall be deemed an original.

“LANDLORD”

RKMS TEXAS CITY LLC, a Texas limited liability company

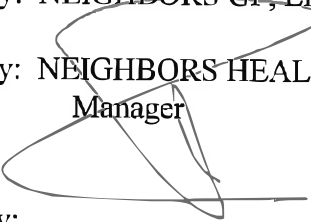
By:   
Name: Jeffrey A. Read  
Title: Manager

“TENANT”

NEC TEXAS CITY EMERGENCY CENTER, LP,  
a Texas limited partnership

By: ~~NEIGHBORS GP, LLC, its General Partner~~

By: ~~NEIGHBORS HEALTH SYSTEM, INC., its  
Manager~~

By:   
Name: SETUL PATEL  
Title: CEO



**SECOND AMENDMENT OF LEASE AGREEMENT**

THIS SECOND AMENDMENT OF LEASE AGREEMENT (this “***Amendment***”) is entered into to be effective on February 2, 2015 (the “***Effective Date***”), by and between RKMS TEXAS CITY LLC, a Texas limited liability company (“***Landlord***”) and NEC TEXAS CITY EMERGENCY CENTER, LP, a Texas limited partnership (“***Tenant***”), which parties make the following recitals and agreements:

**RECITALS:**

A. Landlord and Tenant are parties to the Lease Agreement dated effective December 9, 2014, as amended by Amendment of Lease Agreement (together, the “***Lease***”) covering the Leased Premises commonly known as 3302 Palmer Highway, Texas City, Texas, as more fully described in the Lease.

B. Landlord and Tenant now desire to amend the Lease as provided below.

**AGREEMENTS:**

NOW, THEREFORE, in consideration of the covenants of the parties contained in this Amendment, the parties covenant and agree as follows:


1. **Definitions.** Words appearing with initial capital letters that are not defined in this Amendment are defined in the Lease.
2. **Legal Description and Site Plan.** Exhibit A of the Lease is replaced by Exhibit A of this Amendment, and Exhibit B of the Lease is replaced by Exhibit B of this Amendment.
3. **Outside Acquisition Date.** The Outside Acquisition Date, as defined in Article 2 of the Lease, is hereby modified to be March 2, 2015.
4. **Binding Effect.** Except as modified by this Amendment, the terms and provisions of the Lease shall remain in full force and effect, and the Lease, as modified by this Amendment, shall be binding upon and shall inure to the benefit of the parties to this Amendment, their successors and permitted assigns. This Amendment shall become effective only after its full execution and delivery by Landlord and Tenant.
5. **Miscellaneous.** This Amendment (a) may be modified or amended only in writing signed by each party hereto; (b) may be executed by facsimile signatures (including signatures transmitted by email) and in several counterparts, and by the parties hereto on separate counterparts, and each counterpart, when so executed and delivered, shall constitute an original agreement, and all such separate counterparts shall constitute one and the same agreement; and (c) embodies the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements relating to such subject matter.

SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment in multiple counterparts, each of which shall be deemed an original.

“LANDLORD”

RKMS TEXAS CITY LLC, a Texas limited liability company


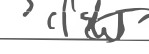
By:   
Name: Jeffrey A Reed  
Title: Manager

“TENANT”

NEC TEXAS CITY EMERGENCY CENTER, LP,  
a Texas limited partnership

By: NEIGHBORS GP, LLC, its General Partner

By: NEIGHBORS HEALTH SYSTEM, INC., its  
Manager

By:    
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

**TRACT 1:**

**FIELD NOTE DESCRIPTION OF 0.8231 ACRE (35,853 SQUARE FEET) OF LAND OUT OF LOT 5, BLOCK 3 SUBDIVISION "H" OF THE KOHFELDT'S RESUBDIVISION, AS RECORDED IN VOLUME 245, PAGE 283 OF THE GALVESTON COUNTY DEED RECORDS AND BEING ALL OF THAT CERTAIN CALLED 0.8226 ACRES (TRACT ONE) RECORDED UNDER GALVESTON COUNTY CLERK'S FILE NO. 2004036147, AND LOCATED IN THE HAMLET FERGUSON SURVEY, ABSTRACT NO. 63, GALVESTON COUNTY, TEXAS, SAID 0.8231 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (ALL BEARINGS ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83):**

**BEGINNING at an "X" cut in concrete found at the intersection of the North right-of-way line of Palmer Highway (F.M. 1764, called 100 feet wide) and the West right-of-way line of 33rd Street (60 feet wide) for the Southeast corner of said called 0.8226 acre tract and the herein described tract;**

**THENCE, South 88° 04' 22" West (called S 89° 56' 00" W), along the North right-of-way line of Palmer Highway, a distance of 32.52 feet (called 32.41 feet) to a 1/2 inch iron rod found in the Northeast right-of-way line of City of Texas City Drainage Ditch for the Southwest corner of said called 0.8226 acre tract and the herein described tract;**

**THENCE, North 41° 14' 25" West (called N 39° 23' 07" W), along the Northeast right-of-way line of Texas City Drainage Ditch, a distance of 334.58 feet (called 334.61 feet) to a point for the Southwest corner of that certain called 1.1576 acre tract (Tract Two) recorded under G.C.C.F. No. 2004036147, said point also marks the Northwest corner of said called 0.8226 acre tract and the herein described tract, from which a found 1/2 inch iron rod bears, N 06° 27' W, 6.21 feet;**

**THENCE, North 88° 04' 22" East (called N 89° 56' 00" E), along the common line between said called 0.8226 acre tract and said called 1.1576 acre tract, a distance of 244.49 feet (called 244.43 feet) to a 5/8 inch iron rod found in the West right-of-way line of 33rd Street for the Southeast corner of said called 1.1576 acre tract and the Northeast corner of said called 0.8226 acre tract and the herein described tract;**

**THENCE, South 01° 55' 38" East (called S 00° 04' 00" E), along the West right-of-way line of 33<sup>rd</sup> Street, a distance of 258.86 feet to the POINT OF BEGINNING and containing 0.8231 acres (35,853 square feet) of land, more or less.**

**TRACT 2:**

**FIELD NOTE DESCRIPTION OF 1.1544 ACRE (50,284 SQUARE FEET) OF LAND OUT OF LOT 5, BLOCK 3 SUBDIVISION "H" OF THE KOHFELDT'S RESUBDIVISION, AS RECORDED IN VOLUME 245, PAGE 283 OF THE**

**GALVESTON COUNTY DEED RECORDS AND BEING ALL OF THAT CERTAIN CALLED 1.1576 ACRES (TRACT TWO) RECORDED UNDER GALVESTON COUNTY CLERK'S FILE NO. 2004036147, AND LOCATED IN THE HAMLET FERGUSON SURVEY, ABSTRACT NO. 63, GALVESTON COUNTY, TEXAS, SAID 1.1544 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (ALL BEARINGS ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83):**

**COMMENCING** at an "X" cut in concrete found at the intersection of the North right-of-way line of Palmer Highway (F.M. 1764, called 100 feet wide) and the West right-of-way line of 33<sup>rd</sup> Street (60 feet wide) for the Southeast corner of that certain called 0.8226 acre tract (Tract 2) recorded under G.C.C.F. No. 2004036147;

**THENCE**, North 01° 55' 38" West (called N 00° 04' 00" W), along the West right-of-way line of 33<sup>rd</sup> Street, a distance of 258.86 feet to a 5/8 inch iron rod found for the common East corner of said called 0.8226 acre tract and said called 1.1576 acre tract, said iron rod also marks the Southeast corner and **POINT OF BEGINNING** of the herein described tract;

**THENCE**, South 88° 04' 22" West (called S 89° 56' 00" W), along the common line between said called 0.8226 acre tract and said called 1.1576 acre tract, a distance of 244.49 feet (called 244.43 feet) to a point in the Northeast right-of-way line of City of Texas City Drainage Ditch for the Southwest corner of the herein described tract, from which a found 1/2 inch iron rod bears, N 06° 27' W, 6.21 feet;

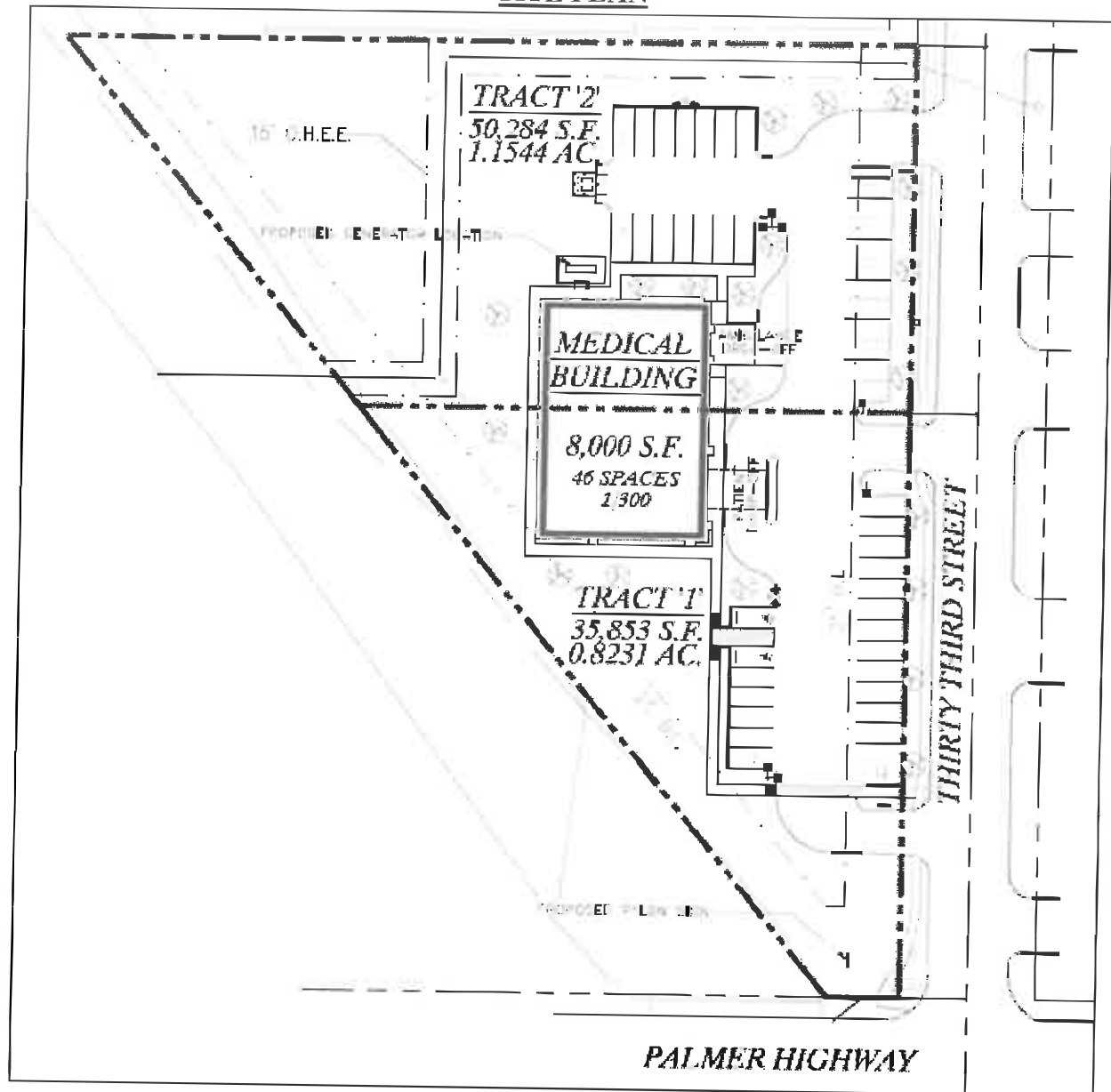
**THENCE**, North 41° 14' 25" West (called N 39° 23' 07" W), along the Northeast right-of-way line of

Texas City Drainage Ditch, a distance of 208.65 feet (called 209.67 feet) to a 1-inch iron pipe found marking the Northwest corner of said called 1.1576 acre tract and the herein described tract, from which a found 1/2 inch iron rod bears, S 40° 52' W, 0.36 feet;

**THENCE**, North 87° 57' 15" East (called N 89° 56' 00" E), along the North line of said called 1.1576 acre tract, at 12.00 feet and 0.48 feet North pass a found 5/8 inch iron rod with cap (ref. rod) and continuing a total distance of 376.68 feet (called 377.28 feet) to a 5/8 inch iron rod found in the West right-of-way line of 33<sup>rd</sup> Street for the Northeast corner of said called 1.1576 are tract and the herein described tract;

**THENCE**, South 01° 55' 38" East (called S 00° 04' 00" E), along the West right-of-way line of 33<sup>rd</sup> Street, a distance of 162.21 feet to the **POINT OF BEGINNING** and containing 1.1544 acres (50,284 square feet) of land, more or less.

**EXHIBIT B**  
**SITE PLAN**



***TRACT PLAN***

29150218

***MEDICAL FACILITY***

**33RD ST @ PALMER HIGHWAY (FM 1764)  
TEXAS CITY, TEXAS**