

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.)**

- | | | |
|---|---|--|
| ☐ Neighbors Legacy Holdings, Inc. (Case No. 18-33836) | ☐ NEC Crosby Emergency Center, LP (Case No. 18-33853) | ☐ NEC Lubbock Emergency Center, LP (Case No. 18-33876) |
| ☐ EDMG, LLC (Case No. 18-33837) | ☐ NEC Tyler Emergency Center, LP (Case No. 18-33854) | ☐ Neighbors Physician Group – Colorado, LLC (Case No. 18-33877) |
| ☐ NEC Amarillo Emergency Center, LP (Case No. 18-33838) | ☐ NEC West Warwick Emergency Center, LP (Case No. 18-33855) | ☐ NEC Lufkin Emergency Center, LP (Case No. 18-33878) |
| ☐ NEC Pasadena Emergency Center, LP (Case No. 18-33839) | ☐ NEC Greeley Emergency Center, LP (Case No. 18-33857) | ☐ Neighbors Physician Group – Rhode Island, LLC (Case No. 18-33879) |
| ☐ NEC Amarillo South Emergency Center, LP (Case No. 18-33840) | ☐ NEC Harlingen Emergency Center, LP (Case No. 18-33859) | ☐ NEC McAllen Emergency Center, LP (Case No. 18-33880) |
| ☐ NEC Pearland Asset Holdings, LLC (Case No. 18-33841) | ☐ NEC Wichita Falls Emergency Center, LP (Case No. 18-33860) | ☐ Neighbors Physician Group, PLLC (Case No. 18-33881) |
| ☐ NEC Pearland Emergency Center, LP (Case No. 18-33842) | ☐ NEC Kenville Emergency Center, LP (Case No. 18-33862) | ☐ Neighbors Practice Management, LLC (Case No. 18-33883) |
| ☐ NEC Baytown Asset Holdings, LLC (Case No. 18-33843) | ☐ NEC Yorktown Emergency Center, LP (Case No. 18-33865) | ☐ NEC Midland Emergency Center, LP (Case No. 18-33884) |
| ☐ NEC Port Arthur Emergency Center, LP (Case No. 18-33844) | ☐ NEC Kingwood Asset Holdings LLC (Case No. 18-33866) | ☐ Next Door Urgent Care, LLC (Case No. 18-33885) |
| ☐ NEC Baytown Emergency Center, LP (Case No. 18-33845) | ☐ NEC Kingwood Emergency Center, LP (Case No. 18-33867) | ☐ NEC Mueller Emergency Center, LP (Case No. 18-33886) |
| ☐ NEC Porter Emergency Center, LP (Case No. 18-33846) | ☐ NEC Zaragoza Emergency Center, LP (Case No. 18-33868) | ☐ NHS Emergency Centers, LLC (Case No. 18-33887) |
| ☐ NEC Bellaire Emergency Center, LP (Case No. 18-33847) | ☐ Neighbors Emergency Center, LLC (Case No. 18-33869) | ☐ NEC Odessa Emergency Center, LP (Case No. 18-33888) |
| ☐ NEC San Angelo Emergency Center, LP (Case No. 18-33848) | ☐ NEC Lakeline Emergency Center, LP (Case No. 18-33870) | ☐ NEC Orange Emergency Center, LP (Case No. 18-33889) |
| ☐ NEC Brownsville Emergency Center, LP (Case No. 18-33849) | ☐ Neighbors Global Holdings, LLC (Case No. 18-33871) | ☐ NEC Paris Emergency Center, LP (Case No. 18-33890) |
| ☐ NEC Texarkana Emergency Center, LP (Case No. 18-33850) | ☐ Neighbors GP, LLC (Case No. 18-33873) | ☐ NEC Eastside Emergency Center, LP (Case No. 18-33891) |
| ☐ NEC College Station Emergency Center, LP (Case No. 18-33851) | ☐ NEC Longview Emergency Center, LP (Case No. 18-33874) | ☐ NEC Beaumont Asset Holdings, LLC (Case No. 18-34030) |
| ☐ NEC Texas City Emergency Center, LP (Case No. 18-33852) | ☐ Neighbors Health, LLC (Case No. 18-33875) | ☐ 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?	☒ No ☐ 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 Uniform claim identifier for electronic payments in chapter 13 (if you use one):	Where should payments to the creditor be sent? (if different) 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
4. Does this claim amend one already filed?	☒ No ☐ 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?	☒ No ☐ Yes. Who made the earlier filing?	



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

6.	Do you have any number you use to identify the debtor?	☐ No ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ ____ ____ ____
7.	How much is the claim? \$ <u>13,316,066.21</u>	Does this amount include interest or other charges? ☐ No ☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8.	What is the basis of the claim? 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>	
9.	Is all or part of the claim secured? ☒ No ☐ Yes. The claim is secured by a lien on property.	Nature of property: ☐ 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> . ☐ Motor vehicle ☐ Other. Describe: _____ Basis for perfection: _____ 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.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % ☐ Fixed ☐ Variable
10.	Is this claim based on a lease? ☐ No ☒ Yes. Amount necessary to cure any default as of the date of the petition. \$ <u>see attached.</u>	
11.	Is this claim subject to a right of setoff? ☒ No ☐ 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:

n/a

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 Texas City LLC
RKMS Victoria LLC

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

In re:

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

Debtors.

§
§ **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.¹

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

¹ 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**.

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

Average monthly remaining	\$ 46,189.97	\$ 2,579.53	\$ 1,510.79	\$ 409.03	\$ 841.83	\$ 51,531.16
Third Year from Petition Date Per Diem						\$ 1,616.58

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

Unpaid Rent as of Petition Date	\$	216,804.15
Expenses Incurred to Restore	\$	642.92
Attorney Fees	\$	9,841.40
Late Fees	\$	13,132.17
Damages to Premises	\$	-
Liens	\$	-

Total Damage Claim	\$ 1,227,447.13
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Greeley - Terminated 4/30/18, Debtor

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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Texas City - Terminated 5/4/18, Debtor

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	\$	-

Total Damage Claim	\$	228,747.10
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Lufkin - Terminated 5/4/18, Debtor

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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Amarillo #2 - Terminated 5/4/18, Debtor

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

Total Damage Claim	\$	535,739.89
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Pueblo - Terminated 8/7/18, Not a Debtor

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

El Paso #3 - Not Terminated or Rejected, Not a Debtor - DID NOT OPEN

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 \$ -

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

Aurora #2 - Not Terminated or Rejected, Not a Debtor - DID NOT OPEN

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
Total Post-Petition	\$ 6,724,885.45	\$ 703,559.02	\$ 225,475.59	\$ 92,903.46	\$ 465,743.20	\$	8,212,566.73

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

2018 Amount	\$ 529,759.56	\$ 29,165.21	\$ 13,511.53				
	Rent	Tax	Insurance	Admin Fee	AMC + AMUC	Total	
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	
Total Post-Petition	\$ 6,575,423.55	\$ 384,748.31	\$ 201,553.20	\$ 58,630.15	\$ 467,137.44	\$ 7,687,492.66	

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

Victoria - Not Terminated or Rejected, Not a Debtor - DID NOT OPEN

Commencement Date 6/1/2017
Petition Date 7/12/2018
End of Lease Year 5/31/2019
Expiration Date 5/31/2029

2018 Amount	\$	373,797.96	\$	19,200.23	\$	6,051.73					
		Rent		Tax		Insurance		Admin Fee		AMC + AMUC	Total
											\$ -
7/12/2018 - 5/31/2019	\$	330,785.59	\$	16,990.89	\$	5,355.37	\$	2,234.63	\$	14,894.26	\$ 370,260.73
6/1/2019 - 5/31/2020	\$	388,899.45	\$	19,776.24	\$	6,354.32	\$	2,613.06	\$	17,153.76	\$ 434,796.82
6/1/2020 - 5/31/2021	\$	396,677.44	\$	20,369.52	\$	6,672.03	\$	2,704.16	\$	17,153.76	\$ 443,576.91
6/1/2021 - 5/31/2022	\$	404,610.99	\$	20,980.61	\$	7,005.63	\$	2,798.62	\$	17,153.76	\$ 452,549.62
6/1/2022 - 5/31/2023	\$	412,703.21	\$	21,610.03	\$	7,355.92	\$	2,896.59	\$	17,153.76	\$ 461,719.51
6/1/2023 - 5/31/2024	\$	420,957.27	\$	22,258.33	\$	7,723.71	\$	2,998.20	\$	17,153.76	\$ 471,091.27
6/1/2024 - 5/31/2025	\$	429,376.42	\$	22,926.08	\$	8,109.90	\$	3,103.60	\$	17,153.76	\$ 480,669.75
6/1/2025 - 5/31/2026	\$	437,963.95	\$	23,613.86	\$	8,515.39	\$	3,212.93	\$	17,153.76	\$ 490,459.89
6/1/2026 - 5/31/2027	\$	446,723.22	\$	24,322.28	\$	8,941.16	\$	3,326.34	\$	17,153.76	\$ 500,466.76
6/1/2027 - 5/31/2028	\$	455,657.69	\$	25,051.95	\$	9,388.22	\$	3,444.02	\$	17,153.76	\$ 510,695.63
6/1/2028 - 5/31/2029	\$	464,770.84	\$	25,803.50	\$	9,857.63	\$	3,566.11	\$	17,153.76	\$ 521,151.85
Total Post-Petition	\$	4,589,126.07	\$	243,703.28	\$	85,279.28	\$	32,898.26	\$	186,431.86	\$ 5,137,438.75

Average monthly remaining \$ 35,107.12 \$ 1,864.35 \$ 652.39 \$ 251.67 \$ 1,426.22 \$ 39,301.75
Third Year from Petition Date Per Diem \$ 1,239.86

Rejection Damage Calculation

12 months										\$ 471,621.01
15% of remaining term										\$ 770,615.81
3 Years of Rent from Petition Date			6/1/2021	7/11/2021	40 days					\$ 1,298,228.94
Cap										\$ 770,615.81

Unpaid Rent as of Petition Date \$ 299,018.31

Expenses Incurred to Restore \$ 9,937.63
Attorney Fees \$ 9,841.39
Late Fees \$ 20,753.12
Damages to Premises \$ -
Liens \$ 8,268.30

Total Damage Claim \$ 1,118,434.56

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

Grand Prairie - Not Terminated or Rejected, Not a Debtor - DID NOT OPEN
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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	
Total Post-Petition	\$ 6,630,080.60	\$ 919,645.40	\$ 168,247.73	\$ 108,789.31	\$ 91,625.49	\$ 7,918,388.55	

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

Total Damage Claim	\$ 1,874,944.96
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Grand Totals

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

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

Total Damage Claim	\$ 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