



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER 145318
PAGE 1 OF 49
DATE: 6/3/2025

**SUBJECT: CONSIDERATION OF A COMMERCIAL LEASE AGREEMENT
BETWEEN TARRANT COUNTY HOSPITAL DISTRICT, D/B/A JPS
HEALTH NETWORK AND COOK CHILDREN'S HEALTHCARE SYSTEM**

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve a Commercial Lease Agreement between Tarrant County Hospital District, d/b/a JPS Health Network (TCHD) and Cook Children’s Health Care System (Cook Children's).

BACKGROUND

Tarrant County Hospital District and Cook Children’s Health Care System wish to enter into a ten (10) year Commercial Lease Agreement for approximately 5,000 square feet of space located on the First Floor at 2800 Cherry Lane, Fort Worth, TX 76116. The leased premises will support the delivery of medical and behavioral health services to the Las Vegas Trail community.

The first-year lease payment is \$140,000.04, with 3% annual incremental increases. JPS will be responsible for a pro-rated share of electricity expenses, currently estimated at 13% of the total building usage, based on occupancy. The lease includes housekeeping, security, landscape maintenance, and pest control services. Cook Children’s will maintain and repair all building infrastructure, including mechanical, electrical, and plumbing systems.

A fair market value analysis was conducted by CBRE on behalf of JPS, confirming the lease rate is comparable to rates for similar class office buildings within a three-mile radius.

The District’s Board of Managers approved the attached Commercial Lease Agreement at its May 8, 2025, Board of Managers meeting. In addition, TCHD Counsel reviewed the Lease and approved it as to form.

FISCAL IMPACT

Total rent is \$1,605,100.00 over a 10-year period.

SUBMITTED BY	JPS Health Network - Administration	PREPARED BY:	Lani Taylor, Legal Operations Manager
		APPROVED BY:	Daphne Walker, EVP, Chief Legal Officer

COMMERCIAL LEASE AGREEMENT

COOK CHILDREN'S HEALTH CARE SYSTEM,
a Texas non-profit corporation
as Lessor

to

TARRANT COUNTY HOSPITAL DISTRICT
D/B/A JPS HEALTH NETWORK
as Lessee

TABLE OF CONTENTS

1.	LEASE SUMMARY	1
2.	GRANT AND TERM	2
3.	BASE RENT	3
4.	ELECTRICITY, OPERATING EXPENSES AND TAXES	4
5.	SIGNS.....	6
6.	USAGE AND INSURANCE	7
7.	BUILDING SERVICES	7
8.	REPAIRS AND MAINTENANCE.....	8
9.	LESSEE’S REPAIRS AND ALTERATIONS.....	8
10.	COMPLIANCE WITH LAWS, RULES, AND REGULATIONS	9
11.	HAZARDOUS MATERIALS.....	10
12.	CONDEMNATION	11
13.	FIRE AND CASUALTY	11
14.	WAIVER OF SUBROGATION	12
15.	WAIVER.....	12
16.	INDEMNITY AND EXCULPATION.....	12
17.	INSURANCE.....	12
18.	LESSOR’S RIGHT OF ENTRY	14
19.	ASSIGNMENT OR SUBLEASE	14
20.	LESSOR’S LIEN	16
21.	UNIFORM COMMERCIAL CODE	16
22.	MECHANIC’S LIENS	16
23.	DEFAULT BY LESSEE	16
24.	REMEDIES FOR LESSEE’S DEFAULT	17
25.	WAIVER OF DEFAULT OR REMEDY	19
26.	ACTS OF GOD	19
27.	ATTORNEY’S FEES	19
28.	HOLDING OVER.....	20
29.	RIGHTS OF MORTGAGEE.....	20
30.	ESTOPPEL CERTIFICATES.....	20
31.	SUCCESSORS	21
32.	RENT TAX.....	21
33.	NOTICE.....	21
34.	LIMITED LIABILITY OF LESSOR	22
35.	RELOCATION	22
36.	SEVERABILITY	22
37.	NO BROKERS.....	22
38.	JOINT AND SEVERAL LIABILITY.....	22
39.	TIME IS OF THE ESSENCE	23
40.	RECORDATION	23
41.	ENTIRE AGREEMENT AND LIMITATION OF WARRANTIES	23
42.	FINANCIAL STATEMENTS.....	23
43.	NO MONEY DAMAGES FOR FAILURE TO CONSENT	23
44.	LESSEE’S LIEN ON RENT	23
45.	ASSESSMENT OF CHARGES.....	23
46.	REAL ESTATE TAX APPRAISAL	24
47.	APPLICABLE LAW AND VENUE; WAIVER OF JURY TRIAL.....	24
48.	AUTHORITY.....	24
49.	PROHIBITED PERSONS AND TRANSACTIONS	24
50.	CONFIDENTIALITY	24
51.	NO MERGER.....	25

52.	EXECUTION OF THIS LEASE	25
53.	WAIVER OF CONSUMER RIGHTS	25
54.	HIPAA COMPLIANCE; MEDICARE.....	25
55.	PERMIT AND CONSTRUCTION CONTINGENCY	25

EXHIBITS:

- EXHIBIT "A" – LEGAL DESCRIPTION
- EXHIBIT "B" – LEASED PREMISES – SITE PLAN
- EXHIBIT "C" – RENEWAL OPTIONS
- EXHIBIT "D" – RULES AND REGULATIONS
- EXHIBIT "E" – INTENTIONALLY OMITTED
- EXHIBIT "F" – PARKING PROVISIONS
- EXHIBIT "G" – WORK LETTER
- EXHIBIT "G-1" – BASE BUILDING CONDITION
- EXHIBIT "H" – ACCEPTANCE OF LEASED PREMISES MEMORANDUM

LIST OF DEFINED TERMS

<u>Term</u>	<u>Section</u>
Applicable Law	10
Building	1
Claimant	24(h)
Claims	15
Commencement Date	1
Common Areas	2
Completion Date	1
Disabilities Act	10
Electricity Charge	4(a)(i)
Environmental Laws	11
HIPAA	54
Hazardous Materials	11
Insurance Costs	4(d)
Land	1
Lease	Intro
Leased Premises	1
Lessee	Intro
Lessee Parties	15
Lessee's Pro Rata Share	1
Lessee's Property	9
Lessor	Intro
Lessor Parties	15
Lessor Work	2
OFAC	49
Operating Expenses	4(b)
Prime Rate	24(a)
Property	1
Purchaser	29
Rent	4(e)
Rentable Square Feet	1
Tax Costs	4(c)
Term	1
Transfer	19
Work Letter	2

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT (the “**Lease**”) is made and entered into this ____ day of _____, 2025 (the “**Effective Date**”) by and between **COOK CHILDREN’S HEALTH CARE SYSTEM**, a Texas non-profit corporation (hereinafter called “**Lessor**”) and **TARRANT COUNTY HOSPITAL DISTRICT D/B/A JPS HEALTH NETWORK** (hereinafter called “**Lessee**”).

W I T N E S S E T H

1. LEASE SUMMARY

Building: That certain to be constructed building to consist of approximately 38,000 rentable square feet to be constructed by Lessor and located at **2800 Cherry Lane, Fort Worth, Texas** (hereinafter called the “**Building**”), located on that certain tract of land situated in the City of **Fort Worth**, County of **Tarrant**, State of Texas, more particularly described in **Exhibit “A”** attached hereto and made a part hereof (hereinafter called the “**Land**”). The Building and Land are hereinafter collectively referred to as the “**Property**.”

Leased Premises: Suite B located on the First Floor, to consist of approximately 5,000 rentable square feet of the Building (the “**Rentable Square Feet**”), and designated on **Exhibit “B”** attached hereto and made a part hereof (the “**Leased Premises**”)

Term: The period of approximately One Hundred Twenty (120) months beginning on the Commencement Date, subject to the provisions of Section 2. Notwithstanding the foregoing, Lessee shall have the Renewal Options set forth in **Exhibit “C”** attached hereto and incorporated herein for all purposes. As used herein, “**Term**” refers to the initial Term together with any applicable Renewal Term.

Commencement Date: The term of this Lease shall commence on the Commencement Date (as such term is defined below) and shall terminate One Hundred Twenty (120) full calendar months thereafter (plus the partial month in which the Commencement Date occurs, if applicable) (the “**Term**”). The “**Commencement Date**” shall be the earlier of: (i) the Completion Date; or (ii) the date upon which Lessee opens for business from the Leased Premises to the general public. As used in this Lease, the “**Completion Date**” means the date that is five (5) days after Lessee receives written notice from Lessor stating the date upon which the Lessor Work is Substantially Completed accelerated by the number of days construction is delayed due to any Lessee Delay as defined in Exhibit “G”.

Base Rent:

<i>Months</i>	<i>Rentable Square Feet</i>	<i>Annual Base Rent Per Rentable Square Foot</i>	<i>Monthly Base Rent</i>
1-12	5,000	\$28.00	\$11,666.67
13-24	5,000	\$28.84	\$12,016.67
25-36	5,000	\$29.71	\$12,379.17
37-48	5,000	\$30.60	\$12,750.00

49-60	5,000	\$31.52	\$13,133.33
61-72	5,000	\$32.47	\$13,529.17
73-84	5,000	\$33.44	\$13,933.33
85-96	5,000	\$34.44	\$14,350.00
97-108	5,000	\$35.47	\$14,779.17
109-120	5,000	\$36.53	\$15,220.83

Additional Rent: Lessee's Pro Rata Share of Operating Expenses (hereinafter defined), Lessee's Pro Rata Share of Tax Costs (hereinafter defined) (if any), Lessee's Pro Rata Share of Insurance Costs (hereinafter defined), the Electricity Charge (hereinafter defined) and any other sums (exclusive of Base Rent) that are required to be paid to Lessor by Lessee hereunder, which sums are deemed to be Additional Rent under this Lease. The Base Rent and Additional Rent are referred to herein at times collectively as the "**Rent.**"

Electricity Charge: Determined in accordance with Section 4(a) of the Lease.

Lessee's Pro Rata Share: The percentage equal to the Rentable Square Feet of the Leased Premises divided by the Rentable Square Feet of the Building which, for purposes of this calculation, is estimated as 38,000 square feet, which is 13.16% ("**Lessee's Pro Rata Share**"). The Lessee's Pro Rata Share shall be confirmed using the Building Owners and Managers Association calculations of the final floor plan and Rentable Square Feet in the Leased Premises as provided by Lessor's architect once the Building and the Leased Premises have been constructed.

Security Deposit: \$0.00

Exhibits: The following exhibits are attached hereto and incorporated herein by reference:

- Exhibit "A" – Legal Description
- Exhibit "B" – Leased Premises
- Exhibit "C" – Renewal Options
- Exhibit "D" – Rules and Regulations
- Exhibit "E" – Intentionally omitted
- Exhibit "F" – Parking Provisions
- Exhibit "G" – Work Letter
- Exhibit "G-1" – Base Building Condition
- Exhibit "H" – Acceptance of Leased Premises Memorandum

2. GRANT AND TERM

(a) Subject to and upon the conditions set forth below, Lessor leases the Leased Premises to Lessee and Lessee leases the Leased Premises from Lessor, together with the right in common with others to use portions of the Property that are designated by Lessor for the common use of tenants and others, such as sidewalks, common corridors, vending areas, lobby areas, parking areas, and, with respect to multi-tenant floors, restrooms and elevator foyers (the "**Common Areas**"). NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ARE MADE REGARDING THE CONDITION OR SUITABILITY OF THE LEASED PREMISES ON THE COMMENCEMENT DATE AND LESSEE HAS NOT RELIED ON ANY SUCH

REPRESENTATIONS OR WARRANTIES. FURTHER, TO THE EXTENT PERMITTED BY LAW, LESSEE WAIVES ANY IMPLIED WARRANTY THAT THE LEASED PREMISES ARE SUITABLE FOR LESSEE'S INTENDED PURPOSES, HABITABLE, MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE OR OTHER IMPLIED WARRANTIES THAT LESSOR WILL MAINTAIN OR REPAIR THE LEASED PREMISES OR ITS APPURTENANCES, EXCEPT AS MAY CLEARLY AND EXPRESSLY SET FORTH IN THIS LEASE. LESSEE ACKNOWLEDGES THAT IT HAS FULLY INSPECTED THE LEASED PREMISES AND LESSEE ACCEPTS THE PREMISES IN ITS AS IS, WHERE IS CONDITION, SUBJECT ONLY TO COMPLETION OF THE LESSOR WORK, IF ANY. Lessor will make such improvements to the Leased Premises (the "**Lessor Work**") as set forth in a separate work letter attached to this Lease (the "**Work Letter**"), if any, in accordance with the terms set forth therein. Upon request from Lessor, Lessor and Lessee will execute and deliver to Lessor an Acceptance of Leased Premises Memorandum substantially in the form attached hereto verifying the completion of the Lessor Work, if any, and confirming the Commencement Date; provided, however, that the failure of the parties to execute such memorandum shall not defer the Commencement Date or otherwise affect this Lease.

(b) Subject to the contingencies set forth in Section 55 below, Lessee agrees to accept possession of the Leased Premises at such time as Lessor is able to tender same. Lessee agrees that if its occupancy of the Leased Premises is delayed under the circumstances described herein, this Lease shall nonetheless continue in full force and effect and, subject to the contingencies set forth in Section 55 below, adjustment of the Commencement Date shall constitute full settlement of all claim by Lessee against Lessor by reason of any such delay in possession of the Leased Premises.

3. **BASE RENT**

(a) Lessee agrees to pay monthly as Base Rent during the Term of this Lease the Base Rent as described in Section 1 of this Lease, which amount shall be payable to Lessor at the address shown below on the first day of the month. One monthly installment of Rent (as defined below) shall be due and payable on the date of execution of this Lease by Lessee for the first month's Rent and a like monthly installment shall be due and payable on or before the first day of each calendar month succeeding the Commencement Date during the Term; provided, that if the Commencement Date should be a date other than the first day of a calendar month, the monthly Base Rent set forth above shall be pro-rated to the end of that calendar month, and all succeeding installments of Rent shall be payable on or before the first day of each succeeding calendar month during the Term.

(b) Other remedies for nonpayment of Rent notwithstanding, if the entire amount of the monthly Base Rent or Additional Rent is not received by Lessor on or before the fifth (5th) day of the month for which such Base Rent or Additional Rent is due, or if any other payment due from Lessee to Lessor hereunder is not received by Lessor within ten (10) days of the due date, a late charge equal to five percent (5%) of the delinquent amount shall be additionally due and payable by Lessee as an administrative charge for the excess efforts necessitated by such tardiness in payment. The parties agree that such late charge represents a fair and reasonable estimate of the cost Lessor will incur by reason of such late payment. Further, for any Lessee payment to Lessor that is returned by a bank for any reason, Lessee shall pay both a late charge (if applicable) and a returned rent charge of Fifty and No/100 Dollars (\$50.00) or such higher amount as shall be customarily charged by Lessor's bank at the time. All such charges shall then become Additional Rent and shall be due and payable immediately along with such other Base Rent, Additional Rent or other lease costs then in arrears and all such late charges, returned check fees, Base Rent, Additional Rent and other lease costs then in arrears shall bear interest at the lesser of: (i) eighteen percent (18%) per annum, or (ii) the highest non-usurious interest rate chargeable by Lessor to Lessee from the date due until paid ("**Default Rate**"). Nothing herein contained shall be construed

so as to compel Lessor to accept any payment of Base Rent, Additional Rent, or other lease costs in arrears or any late charge or returned rent charge should Lessor elect to apply its rights and remedies available under this Lease or at law or equity in the event of default hereunder by Lessee. Lessor's acceptance of Base Rent, Additional Rent, or other lease costs in arrears or any late charge or returned rent charge pursuant to this subsection shall not constitute a waiver of Lessor's rights and remedies available under this Lease or at law or equity.

4. **ELECTRICITY, OPERATING EXPENSES AND TAXES**

(a) Electricity.

(i) Notwithstanding anything contained in this Lease to the contrary, Operating Expenses shall not include the cost of electricity, but the Additional Rent hereunder shall be increased by an amount equal to Lessee's Pro Rata Share of the cost of electricity to the Building (specifically including, but without limitation, all space leased or to be leased to tenants) and Common Areas (collectively, the "**Electricity Charge**"). The costs of electricity to the Building and Common Areas used to calculate the Electricity Charge shall not include the cost of any electrical use payable by another tenant of the Building on account of that tenant's specific use that is in excess of that tenant's pro rata share. Lessor may from time to time deliver to Lessee an invoice and Lessee shall make payment of the Electricity Charge to Lessor within thirty (30) days of delivery of the invoice. Lessor from time to time shall also have the option to make a good faith estimate of the annual Electricity Charge for a calendar year and, upon thirty (30) days' written notice to Lessee, may require the monthly payment of Additional Rent to be adjusted in accordance with such estimated annual Electricity Charge. Any amounts paid based on such an estimate shall be subject to an adjustment as hereafter provided when the actual cost of electricity to the Building and Common Areas is available for such year. Periodically, but in no event less often than once each calendar year, Lessor shall furnish to Lessee a statement of the actual cost of electricity to the Building and Common Areas for the period since the last such statement. If the Electricity Charge collected for the prior year, as a result of Lessor estimate of the cost of electricity, is in excess of the Electricity Charge actually due during such prior year, then Lessor shall refund to Lessee any overpayment (or at Lessor's option, apply such amount against the Electricity Charge to become due hereunder). Likewise, Lessee shall pay to Lessor, within thirty (30) days after demand, any underpayment with respect to the prior year. Lessee shall be responsible for the payment of all the Electricity Charge up to and including the date of expiration or termination of this Lease, whether such costs have been billed to Lessee or not at the time of the termination of this Lease. Lessor shall, within nine (9) months after expiration or termination of this Lease or as soon thereafter as practical, deliver to Lessee an invoice for all such Electricity Charge up to and including the date of expiration or termination of this Lease.

(ii) Notwithstanding the foregoing, if the Building is not fully occupied during any calendar year of the Term, Electricity Charges for purposes of Section 4(a) hereof shall be determined as if the Building had been fully occupied during such year and the consumption of electricity had been in an amount which would be normal if the Building were fully occupied; provided, however, that the total Electricity Charges to be paid by tenants of the Building shall not exceed the total amount paid by Lessor for the electricity for the Building and Common Areas.

(iii) If Lessor, in its reasonable discretion, believes that Lessee is consuming substantially more than its proportionate share of electrical power supplied to the Building and Common Areas (whether by reason of type of usage, hours of operation, heat generation or otherwise), Lessor may have an electric power consumption survey conducted with respect to the Leased Premises by a qualified electrical engineer selected by Lessor for the purpose of establishing as closely as reasonably possible Lessee's average monthly consumption of electricity (including

its proportionate share of electrical power attributable to all Common Areas of the Building, including lobbies, corridors, elevators and restrooms), which consumption shall be expressed by such engineer in terms of kilowatt hours per month. Lessee agrees to pay to Lessor within thirty (30) days after receipt of any such monthly statement, the amount, if any, by which (i) the product of the number of kilowatt hours estimated by such engineer to be consumed by Lessee, multiplied by the average rate paid by Lessor for one kilowatt hour, exceeds (ii) the amount of Lessee's Electricity Charge for such month, as provided above.

(iv) Without Lessor's prior written consent, Lessee shall not install any equipment (such as, without limitation, tabulating or computing equipment) in the Leased Premises that will require any electrical current or equipment for its use other than that supplied by Lessor for normal office usage, and the cost of special electrical installations approved by Lessor shall be paid by Lessee to Lessor on demand.

(b) **"Operating Expenses"** include all expenses incurred with respect to the maintenance and operation of the Building, the land and other improvements on the land of which the Leased Premises are a part, including, but not limited to, maintenance and repair costs, water, sewer, gas and other utility charges, security, window washing, janitorial services, trash removal, landscaping, pest control, wages and fringe benefits payable to employees of Lessor or Lessor's managing agent whose duties are connected with the operation and maintenance of the Building, amounts paid to management firm to supervise operation of the Building, or other improvements on the land, amounts paid to contractors or subcontractors for work or services performed in connection with the operation of the Building, or other improvements on the Land, capital improvements to the Building or Land that reduce expenses in the maintenance or operation of the Property (amortized over the useful life of the improvement), and all services, supplies, repairs, replacements or other expenses for maintaining and operating the Building and the Land, including Common Areas and parking areas. Operating Expenses do not include any repairs, restoration or other work occasioned by fire, windstorm or other casualty paid by insurance proceeds, expenses incurred in leasing to or procuring of tenants, leasing commissions, advertising expenses, expenses for renovating of space for new tenants, interest or principal payments on mortgage or other indebtedness of Lessor, nor depreciation allowance or expense.

(c) **"Tax Costs"** shall mean all of the following paid or payable by Lessor with respect to the Property or any portion thereof: all federal, state, and local sales, use, ad valorem, rental, value-added, margin taxes, franchise taxes, and other taxes, assessments, or governmental or quasi-governmental levies of any nature whatsoever, allocable to the Property by Lessor, together with any tax consulting expenses and fees incurred in protesting ad valorem taxes assessed against the Property. Lessor shall be responsible for payment to the appropriate persons or entities of all Tax Costs when due; however, Lessor may, in its discretion, defer such payment to the extent permitted by Applicable Laws so long as contested by Lessor in good faith. Lessee shall be solely responsible for all taxes levied against all personal property and trade fixtures placed by Lessee in the Leased Premises. If any such taxes are levied against Lessor or the Property or if the assessed value of the Property is increased by inclusion of personal property or trade fixtures placed by Lessee in the Leased Premises, Lessee shall pay to Lessor upon demand that part of such taxes.

(d) **"Insurance Costs"** shall mean all of the following paid or payable by Lessor with respect to the Property or any portion thereof: all insurance premiums, including, without limitation, public liability, casualty, rental, and property damage insurance. Lessor shall be responsible for payment to the appropriate persons or entities of all Insurance Costs when due.

(e) For each calendar year of the term of this Lease, Lessee agrees to pay as Additional Rent Lessee's Pro Rata Share of the Operating Expenses, Tax Costs, and Insurance Costs. Along with

the Base Rent, Lessee shall pay, monthly, one-twelfth of Lessee's Additional Rent as estimated and adjusted from time to time by Lessor, during the term of this Lease. After the end of each calendar year during the Term of this Lease or following the termination of the Lease, Lessor shall submit a reconciliation statement to Lessee setting forth (A) the Additional Rent due from Lessee for the preceding calendar year, (B) the amount of Additional Rent paid by Lessee during such calendar year, and (C) the amount, if any, either overpaid or remaining due from Lessee to Lessor ("**Reconciliation Statement**"). Within thirty (30) days after receipt of such statement, Lessee shall remit to Lessor the amount said statement shows to be due from Lessee or, if Lessee has overpaid, Lessor shall credit the amount overpaid to the Additional Rent next due from Lessee or shall refund such excess to Lessee, whichever Lessee shall so direct.

(f) For the calendar years in which this Lease commences and terminates, Lessee's liability for the Additional Rent for such partial calendar years shall be subject to pro rata adjustment based upon the number of days of the term elapsing during such partial year. Where the applicable charges are not available prior to the end of the term hereof, then the aforesaid adjustment shall be made between Lessor and Lessee after Lessor shall have received the charges for such period, it being specifically agreed that Lessor's and Lessee's obligations under this section shall survive the expiration of the term of this Lease.

(g) The failure of Lessor to exercise its rights hereunder to estimate Operating Expenses and require payment of same as Additional Rent or the failure of Lessor to submit a reconciliation statement as called for herein shall not constitute a waiver of such rights which rights may be exercised from time to time at Lessor's discretion.

(h) If any increase in the fire and extended coverage insurance premiums paid by Lessor for the Building in which Lessee occupies space is caused by Lessee's use and occupancy of the Leased Premises, or if Lessee vacates the Leased Premises and causes an increase in such premiums, then Lessee shall pay as Additional Rent the amount of such increase to Lessor.

(i) Notwithstanding the foregoing, if the Building is not fully occupied during any calendar year of the Term, Operating Expenses, Tax Costs, and Insurance Costs shall be determined as if the Building had been fully occupied during such year and the Operating Expenses had been in an amount which would be normal if the Building were fully occupied; provided, however, that the Operating Expenses to be paid by tenants of the Building shall not exceed the total amount paid by Lessor.

5. SIGNS

(a) Lessor will furnish and install a suitable Building directory and establish suite numbers to facilitate locating and identifying the Leased Premises. In order to effect uniformity, to control the graphics, and to maintain dignified aesthetics, Lessor will also furnish and install at the entrance door to Leased Premises a uniform suite number plate and a name plate. Signs, name plates or graphics which are wholly within the Leased Premises and not visible from the exterior of the Building or from public spaces within the Building will be permitted, subject to compliance with Section 5(b) below.

(b) Lessee agrees that no other sign of any description shall be erected or painted in or about the Leased Premises. Lessee shall, at Lessee's expense remove all signs, name plates and graphics at the termination of this Lease, and the installation and removal shall be in such manner as to avoid any injury, defacement or overloading of the Building or other improvements on the Land.

(c) **Pylon/Monument Signage.** In the event the Building has a pylon or monument sign for use by multiple tenants of the Building, Lessee shall be allowed to install its sign panel on same at Lessee's sole cost and expense in such size and position as may be designated by Lessor, subject to availability of space on such sign. It is understood and agreed that the signage shall be in compliance with applicable government codes or ordinances (or a properly obtained variance thereto) and Lessor's sign criteria. Lessee shall maintain its sign panel in good condition and repair at all times. If any damage is done to Lessee's sign panel, Lessee shall repair (or commence to repair and proceed diligently to complete) same within ten (10) days or Lessor shall have the right to repair Lessee's panel and bill Lessee for the cost of the repairs, plus interest at the Default Rate. Lessee shall remove its panel at the expiration or sooner termination of this Lease, and at other times if necessary for building or maintenance, and shall repair any damage caused by such removal. Upon the occurrence of an Event of Default under the Lease or if Lessee vacates a substantial portion of the Leased Premises (which shall be presumed if Lessee is absent from the Leased Premises for thirty (30) consecutive days or more) or if Lessee subleases or assigns the Leased Premises or any portion thereof or assigns this Lease, then Lessee's rights with respect to any pylon or monument sign under this Section shall terminate and Lessor shall have the option to remove such signage at Lessee's sole cost and expense. The right to install the pylon or monument sign is personal to the Lessee listed in the first paragraph of the Lease and is not assignable to any other tenant under this Lease.

6. USAGE AND INSURANCE

Lessee represents and agrees with Lessor that the Leased Premises shall be used and occupied only for the purpose of a medical clinic and ancillary uses related thereto and no other use shall be permitted by Lessee or by Lessee's subtenants or assigns without the express prior written approval of Lessor. Lessee shall occupy the Leased Premises, conduct its business and control its agents, employees, contractors, customers and invitees in such a manner as is lawful, acceptable and will not create any nuisance or otherwise interfere with, annoy or disturb any other lessee in its normal business operations or Lessor in its management of the Building. Lessee shall not commit, or suffer to be committed, any waste on the Leased Premises, nor shall Lessee permit the Leased Premises to be used in any way which would, in the opinion of the Lessor, be extra hazardous on account of fire or otherwise which would in any way increase or render void the fire insurance on the Leased Premises or contents in the Building. Lessee shall not conduct second or third shift operations within the Leased Premises; however, Lessee may use the Leased Premises after Normal Business Hours (as defined in Exhibit "D"), so long as Lessee is not generally conducting business from the Leased Premises after Normal Business Hours. Lessor reserves the right to approve or restrict the weight, size, or location of heavy equipment or other heavy articles, including filing systems, to be placed in the Leased Premises, including the right to require the use of weight supporting or distribution devices.

7. BUILDING SERVICES

Lessor shall furnish janitorial services during the Term of this Lease for Building-standard improvements at a level comparable to that provided in similar class office buildings within a three (3) mile radius of the Building; provided, however, if Lessee's floor coverings or other improvements are other than Building-standard improvements, or if Lessee maintains a lunchroom, coffee bar, or similar facility for its employees, Lessee shall pay the additional cleaning costs attributable thereto as Additional Rent upon presentation of a statement therefor by Lessor. Lessee shall pay for cost of cleaning services required by improvements that are not Building-standard or special operations. Lessee shall contract directly with the applicable service providers and obtain its own telephone system/service and internet service and pay for all charges associated with such services. Lessor shall furnish Lessee hot and cold water at those points of supply provided for general use of other tenants in the Building, central heating and air conditioning during Normal Business Hours and at temperatures and in amounts as are considered by Lessor to be Building-standard. Failure by Lessor to any extent to furnish these defined services, or any cessation thereof, resulting from

causes beyond the control of Lessor shall neither render Lessor liable in any respect for damages to either person or property, be construed as an eviction of Lessee, work an abatement of Rent nor relieve Lessee from fulfillment of any covenant in this Lease. Should any of the equipment or machinery break down, or for any cause cease to function properly, Lessor shall exercise reasonable diligence to repair the same promptly, but Lessee shall have no claim for rebate on account of any interruption in service occasioned from the break down or the repairs, nor shall the same be construed as an eviction of Lessee, nor relieve Lessee from fulfillment of any covenant in this Lease. Under no circumstances will Lessor be liable for any indirect or consequential damages caused by any interruption of Building services.

8. REPAIRS AND MAINTENANCE

Lessor will, at its own cost and expense, except as may be provided elsewhere herein, make necessary repairs to the Building corridors, lobby, and other Common Areas of the Building and other improvements on the Land and to the structural parts of the Building and other improvements on the Land, and to the lines and equipment used to provide the services referred to herein up to the point of entry into the Leased Premises, unless any such damage is caused by negligent acts or omissions of Lessee, its agents, employees, contractors, customers or invitees, in which event Lessee will bear the cost of such repair. Lessee will promptly give Lessor written notice of repair required to be done by Lessor, as aforesaid, of which Lessee may become aware. Lessor shall not be liable to Lessee, except as expressly provided in this Lease, for any damage or inconvenience, and Lessee shall not be entitled to any abatement or reduction of Rent, by reason of any repairs, alterations or additions made by Lessor under this Lease. All requests for repairs or maintenance that are the responsibility of Lessor pursuant to any provision of this Lease must be made promptly and in writing to Lessor at the address set forth below and Lessor shall not be deemed in breach of its obligations unless it fails to commence such repairs within fifteen (15) days after receipt thereof or such longer period of time as may be reasonable under the circumstances. Lessor will maintain and repair all Building infrastructure equipment such as mechanical, electrical, and plumbing systems serving the Building (but outside the Leased Premises) including free flow of the plumbing and sewage system up to point of connection with the Leased Premises, HVAC systems, Fire and Sprinkler Suppression systems, building irrigation systems, life safety equipment such as exit signs and egress lighting, emergency power systems (if applicable), and any physical plant equipment supporting the Building.

9. LESSEE'S REPAIRS AND ALTERATIONS

(a) Lessee will not, in any manner, deface, injure or damage the Leased Premises, the Building, or any improvements on the Land, and will pay the cost of repairing any damage or injury done to the Leased Premises, the Building or such other improvements by Lessee or Lessee's agents, employees, contractors, customers or invitees. Lessee shall throughout the Term of this Lease take good care of the Leased Premises and keep them free from waste and nuisance of any kind. Lessee shall be responsible for maintenance and repairs of the non-structural components and interior of the Leased Premises, including without limitation, signs, glass, doors, ceilings, fixtures, any appliances or equipment of any kind that is supplied to or provided by the Lessee, floor coverings, and utility systems located within and exclusively serving the Leased Premises including any backup or clogs of the plumbing or sewage system located within the Leased Premises (as compared to those utility systems located outside the Leased Premises and serving the Building as a whole, which are the responsibility of Lessor pursuant to Section 8 above). Lessee further agrees to keep the Leased Premises, including all fixtures installed by Lessee, any plate glass and any mechanical lines and equipment within the Leased Premises, in good condition and make all necessary repairs thereto except for those caused by fire, casualty, or acts of God covered by Lessor's fire insurance policy covering the Building and except for repairs to structural parts of the Building which are required to be done by the Lessor. If Lessee fails to make such repairs within fifteen (15) days after the occurrence of the damage or injury, Lessor may, at its option, make such repair and Lessee shall, upon demand therefor, pay Lessor for the cost thereof, plus a charge in the

amount of fifteen percent (15%) of the cost thereof to cover the overhead and administrative expenses of Lessor.

(b) Other than routine maintenance not affecting the Building systems, or the structure of the Building (such as installing, and replacing all necessary light bulbs, tubes, batteries, filters), Lessee will not make or allow to be made any repairs, alterations or physical additions in or to the Leased Premises without the prior written consent of Lessor. All repairs, alterations, additions, or improvements to the Leased Premises shall be conducted only by contractors, subcontractors or JPS personnel approved in writing by Lessor, it being understood that Lessee shall procure and maintain, and shall cause such contractors, subcontractors or JPS personnel engaged by or on behalf of Lessee, to procure and maintain, insurance coverage against such risks, in such amounts and with such companies as Lessor may require in connection with any such maintenance, repair, alteration, addition, or improvement. Upon termination of this Lease, Lessee will surrender and deliver up the Leased Premises in the same condition, order and repair as existed at the Commencement Date, excepting ordinary wear and tear. Any alterations, physical additions or improvements to the Leased Premises made by Lessee shall at once become the property of Lessor and shall be surrendered to Lessor upon the termination of this Lease. This clause shall not apply to moveable equipment or furniture owned by Lessee which may be removed by Lessee at the end of the Term of this Lease if Lessee is not then in default and if such equipment and furniture is not then subject to any other rights, liens and interest of Lessor, provided that Lessee repairs any damage caused by the installation or removal thereof.

(c) Prior to the expiration of the Term, Lessee shall remove all of Lessee's personal property located in the Leased Premises or other portions of the Building and such leasehold improvements that are performed by or for the benefit of Lessee and, that in the Lessor's reasonable judgment, are of a nature that would require removal and repair costs that are materially in excess of the removal and repair costs associated with Building-standard office improvements (the "**Lessee's Property**"). Notwithstanding the foregoing, Lessor may, in Lessor's sole discretion and at no cost to Lessor, require Lessee to leave any of said leasehold improvements in the Leased Premises. If Lessee fails to remove any of Lessee's Property (other than the leasehold improvements which the Lessor has designated to remain in the Leased Premises) upon the earlier of the termination of this Lease or termination of Lessee's right to possession of the Leased Premises for any reason whatsoever, Lessor, at Lessee's sole cost and expense, shall be entitled, but not obligated, to remove and store Lessee's Property. Lessor shall not be responsible for the value, preservation, or safekeeping of Lessee's Property. Lessee shall pay to Lessor upon demand, the expenses and storage charges incurred for removing and storing of Lessee's Property. In addition, if Lessee fails to remove Lessee's Property from the Leased Premises or storage, as the case may be, within fifteen (15) days after written notice, Lessor may deem all or any part of said property to be abandoned and title to such property designated by Lessor shall be deemed to be immediately vested in Lessor. Lessee shall be responsible for repairing any damage caused by the installation or removal of its property.

10. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

(a) Lessee shall, at its sole cost and expense, comply with all laws, ordinances, orders, rules, regulations governmental directives, governmental orders and all restrictive covenants of any state, federal, municipal or other agencies or bodies having jurisdiction relating to the Property (the "**Applicable Law**"). Lessee shall bear the responsibility for complying with the Americans With Disabilities Act and the Texas Architectural Barriers Act along with any other state or federal laws governing handicap access or architectural barriers and all rules, regulations, and guidelines promulgated under such laws, as amended or adopted from time to time (the "**Disabilities Act**") applicable to the Leased Premises, as well as in the Common Areas to the extent such compliance

is necessitated by the use of the Leased Premises for other than the permitted use set forth in this Lease or as a result of any alterations or additions, including the initial Lessor Work made by or on behalf of Lessee. Lessee will comply with the rules of the Building adopted by Lessor which are set forth in Exhibit "D" attached to this Lease. Lessor shall have the right at all times to change the rules and regulations of the Building or to amend them in any reasonable manner as may be deemed advisable for the safety, care and cleanliness, and for the preservation of good order, of the Leased Premises. All changes and amendments in the rules and regulations of the Building will be sent by Lessor to Lessee in writing and shall thereafter be carried out and observed by Lessee. Lessor and Lessee hereby acknowledge and agree that it is not a purpose of this Agreement or any of the transactions contemplated herein to exert influence in any manner over the referral of patients or business of any nature whatsoever. It is the intent of the parties hereto that any referral that may be made directly or indirectly by Lessee to Lessor's business, and vice versa, shall be based solely upon the medical judgment and discretion of a patient's physician while acting in the best interest of the patient. Lessor and Lessee hereby agree that the terms of this agreement do not take into account the volume or value of referrals or business that may otherwise be generated between the parties for which payment may be made in whole or in part under MediCal, Medicare, Medicaid or other Federal health care programs.

(b) Lessor, at Lessor's sole cost and expense (subject to reimbursement through Operating Expenses), will perform all testing and satisfy all compliance obligations related to the Building systems and equipment that are required by Applicable Law and, upon request, provide Lessee reasonable documentation of the same, including without limitation, testing and compliance for the following systems: fire alarm, fire sprinkler system, egress and exit sign batteries, fire extinguisher, backflow preventer, fire drills, fire marshal and any required environmental services testing.

11. HAZARDOUS MATERIALS

Throughout the Term of this Lease and any renewal term hereof, Lessee shall prevent the presence, use, generation, release, discharge, storage, disposal or transportation of any Hazardous Materials (as hereinafter defined) on, under, in, above, to or from the Leased Premises other than in a manner and quantity necessary for the normal operation of the Leased Premises for Lessee's Permitted Use and then in strict compliance with all applicable local, state, federal, or other governmental authority, statute, ordinance, code, order, decree, law, rule or regulation pertaining to or imposing liability or standards of conduct concerning environmental regulation, contamination, clean-up, or relating to pollution or the protection or regulation of human health, natural resources, or the environment, or materials or substances that pose or threaten to pose a hazard to the health or safety of persons (collectively the "**Environmental Laws**"). For purposes of this provision, the term "**Hazardous Materials**" shall mean and refer to any hazardous and/or toxic, dangerous and/or regulated substances, waste, materials, raw materials, which are included under or regulated by the Environmental Laws which include hazardous constituents, pollutants, and/or contaminants, including, without limitation, petroleum, tremolite, anthophyllite, actinolite, or polychlorinated biphenyls. If Lessee breaches its obligations under this Section, Lessor may immediately take any and all action reasonably appropriate to remedy the same, including taking all appropriate action to clean up or remediate any contamination resulting from Lessee's use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials. Lessee shall defend, indemnify, and hold harmless Lessor and its representatives and agents from and against any and all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including reasonable attorney's fees and costs of clean-up and remediation) arising from Lessee's failure to comply with the provisions of this Section. The provisions of this Section shall survive the termination of this Lease.

12. CONDEMNATION

(a) If, during the Term (or any extension or renewal) of this Lease, all or a substantial part of the Leased Premises or if the Building or any portion thereof are taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by private purchase in lieu thereof, and the taking would either (i) prevent or materially interfere with the use of the Leased Premises for the purpose for which they are then being used, or (ii) leave the remainder of the Building unsuitable for use comparable to its use on the Commencement Date, this Lease shall terminate and Rent shall be abated during the unexpired portion of this Lease effective on the date physical possession is taken by the condemning authority. Lessee shall have no claim to the condemnation award.

(b) In the event a portion of the Leased Premises or Building shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by private sale in lieu thereof, and this Lease is not terminated as provided in the subsection above, Lessor shall, at Lessor's sole risk and expense, restore and reconstruct the Building and other improvements on the Leased Premises to the extent necessary to make it reasonably tenantable. Notwithstanding the foregoing, Lessor's obligation to restore the Building, and the improvements located within the Leased Premises shall not require Lessor to expend for such repair and restoration work more than the condemnation award proceeds actually received by Lessor as a result of the condemnation. The Rent payable under this Lease during the unexpired portion of the Term shall be adjusted to such an extent as may be fair and reasonable under the circumstances. Lessee shall have no claim to the condemnation award.

13. FIRE AND CASUALTY

(a) If any of the following shall occur: (i) the Leased Premises should be totally destroyed by fire, tornado or other casualty; (ii) the Leased Premises should be materially damaged, as determined by Lessor, and there exists less than two (2) years of the Term remaining on the Lease; (iii) any lender requires that the insurance proceeds be applied to the payment of the mortgage debt, or (iv) in the event of any material uninsured loss to the Building, then Lessor shall have the right to terminate the Lease by written notification to the Lessee and the Rent shall be abated for the unexpired portion of the Lease, effective as of the date of the written notification.

(b) If the Leased Premises should be partially damaged by fire, tornado or other casualty, and rebuilding or repairs can reasonably be completed within one hundred and eighty (180) working days from the date of written notification by Lessee to Lessor of the destruction, this Lease shall not terminate, and Lessor shall at its sole risk and expense proceed with reasonable diligence to rebuild or repair the Building or other improvements to substantially the condition in which they exist prior to the damage. Notwithstanding the foregoing, Lessor's obligation to restore the Building, and the improvements located within the Leased Premises shall not require Lessor to expend for such repair and restoration work more than the insurance proceeds actually received by Lessor as a result of the casualty. If the Leased Premises are to be rebuilt or repaired and are untenable in whole or in part following the damage, and the damage or destruction was not caused or contributed to by act or negligence of Lessee, its agents, employees, invitees or those for whom Lessee is responsible, the Rent payable under this Lease during the period for which the Leased Premises are untenable shall be adjusted to such an extent as may be fair and reasonable under the circumstances. In the event that the necessary repairs cannot reasonably be completed within one hundred eighty (180) working days from the date of written notification by Lessee to Lessor of the destruction, either party may at its option terminate this Lease by delivering written notice of termination to the other, where upon all right and obligations under this Lease shall cease to exist.

14. WAIVER OF SUBROGATION

Lessor and Lessee each hereby waives and releases any and all rights, claims, demands and causes of action such recipient may have against the other on the account of any loss or damage to such recipient or its business, real and personal property, the Leased Premises, the Building, the Property, or its contents, arising from any risk or peril covered by any insurance policy carried by either party and for which such proceeds are actually received or would have been received had such party maintained the insurance required in this Lease, **EVEN IF THE CLAIMS ARE CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF THE OTHER PARTY.** In as much as the above mutual waivers will preclude the assignment of any such claim by way of subrogation or otherwise to an insurance company (or any person), each party hereto agrees to immediately give its respective insurance companies written notice of the terms of such mutual waivers and to have their respective insurance policies properly endorsed, if necessary, to prevent the invalidation of such insurance coverages by reason of such waivers. This provision shall be cumulative to Section 15 below.

15. WAIVER

To the extent allowed by the laws and the Constitution of the State of Texas, Lessee, on its behalf and on behalf of its officers, directors, owners, contractors, subcontractors, employees, agents, and invitees (the **“Lessee Parties”**), waives all fines, suits, losses, costs, liabilities, claims, demands, actions, and judgments of every kind and character, whether at law or in equity (collectively, the **“Claims”**) against Lessor, its authorized representatives, and their respective officers, directors, owners, agents, employees, and contractors (the **“Lessor Parties”**), knowingly and voluntarily assumes the risk of, and agrees that Lessor Parties are not liable to any Lessee Parties for any of the following:

- (i) any injury or damage to person or property (including the resulting loss of use, economic losses and consequential or resulting damages of any kind from any cause) due to the condition or design of, or any defect in, the Leased Premises or the Property that exists now or occurs in the future;
- (ii) any injury or damage to person or property (including the resulting loss of use, economic losses and consequential or resulting damages of any kind from any cause) due to the Leased Premises or the Property or related improvements or appurtenances being out of repair, or defects in or failure of pipes or wiring, or backing up of drains, or the bursting or leaking of pipes, faucets, and plumbing fixtures, or gas, water, steam, electricity, or oil leaking, escaping, or flowing into the Leased Premises;
- (iii) any loss or damage caused by the acts or omissions of other lessees in the Property or of any other persons; or
- (iv) any loss or damage to property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, insurrection, war, court order, requisition, order of governmental authority, and any other cause.

16. INDEMNITY AND EXCULPATION

TO THE EXTENT ALLOWED BY THE LAWS AND THE CONSTITUTION OF THE STATE OF TEXAS, EXCEPT TO THE EXTENT LIABILITY OF LESSEE MAY BE WAIVED UNDER SECTION 15, LESSEE SHALL INDEMNIFY, DEFEND, AND HOLD ALL LESSOR PARTIES HARMLESS

(AND WAIVES ANY CLAIM AGAINST ANY LESSOR PARTY WITH RESPECT THERETO) FROM ALL CLAIMS (OTHER THAN THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A LESSOR PARTY) ARISING OUT OF OR RELATING (DIRECTLY OR INDIRECTLY) TO THIS LEASE, THE TENANCY CREATED UNDER THIS LEASE, OR THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION: (I) ANY BODILY INJURY, DEATH AND/OR PROPERTY DAMAGE OCCURRING IN OR RESULTING FROM AN OCCURRENCE IN THE LEASED PREMISES DURING THE TERM; (II) ANY BREACH OR DEFAULT IN PERFORMANCE OF ANY OBLIGATION ON LESSEE'S PART TO BE PERFORMED UNDER THIS LEASE, WHETHER BEFORE OR DURING THE TERM OR AFTER ITS EXPIRATION OR EARLIER TERMINATION; (III) ANY ACT, OMISSION, NEGLIGENCE, OR MISCONDUCT OF ANY LESSEE PARTY, OR OF ANY OTHER PERSON ENTERING UPON THE LEASED PREMISES; (IV) ANY ALTERATIONS, ACTIVITIES, WORK, OR THINGS DONE, PERMITTED, ALLOWED, OR SUFFERED BY LESSEE PARTIES IN, AT, OR ABOUT THE LEASED PREMISES OR THE PROPERTY, INCLUDING THE VIOLATION BY ANY LESSEE PARTY OF ANY APPLICABLE LAW; AND (V) THE OCCUPANCY OR USE BY ANY LESSEE PARTY OF THE LEASED PREMISES OR THE PROPERTY.

17. INSURANCE

(a) Lessee must procure and maintain throughout the Term of this Lease and any extensions or renewals of such Term general commercial liability insurance (including blanket contractual liability coverage), which shall cover any claims for bodily injury, death and/or property damage occurring in or resulting from any occurrence in or about the Leased Premises, including injury, death and/or damage caused by the condition of or any defect in the Leased Premises. The policies evidencing such insurance must be in broad form satisfactory to Lessor, must name Lessor as an additional insured, must be issued by insurance companies acceptable to Lessor, and must afford immediate protection to the limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, plus umbrella coverage of at least \$3,000,000 per occurrence. With respect to each policy evidencing such liability insurance, Lessee shall obtain any available endorsements required by Lessor. Lessee shall also deliver the policy or a certificate evidencing the same to Lessor prior to occupying the Leased Premises or commencing the construction of any improvements therein, and Lessee shall deliver a certificate of renewal from the applicable insurer at least thirty (30) days prior to the expiration of the policy. In addition, Lessee shall obtain and deliver to Lessor a written obligation on the part of each of its insurance companies to notify Lessor at least thirty (30) days prior to any cancellation of or material change to such insurance. Lessee must also procure and maintain throughout the Term of this Lease and any extensions or renewals of such Term worker's compensation insurance with at least the statutory minimum limits and such policy must include a waiver of subrogation in favor of Lessor.

(b) Lessor shall at all times during the Term of this Lease maintain a policy or policies of insurance with the premiums paid in advance, issued by and binding upon some solvent insurance company, insuring the Building against loss or damage by fire, explosion or other hazards and contingencies for the full insurable value; provided, that Lessor shall not be obligated in any way or manner to insure any personal property (including, but not limited to, any furniture, machinery, goods or supplies) of Lessee or which Lessee may have upon or within the Leased Premises or any fixtures installed by or paid for by Lessee upon or within the Leased Premises or any additional improvements which Lessee may construct on the Leased Premises. Lessee shall at all time during the Term of this Lease maintain a policy or policies of insurance with the premiums paid in advance, issued by and binding upon some solvent insurance company, insuring all of Lessee's property at the Leased Premises against loss or damage by fire, explosion or other hazards and contingencies

for the full insurable value thereof and shall provide to Lessor at all such times a certificate of such insurance.

(c) Lessee accepts responsibility for keeping all personal property and equipment in the Leased Premises adequately insured and for maintaining adequate business interruption insurance. Lessor will not be liable to Lessee, its employees, agents, licensees, invitees or insurers for bodily injury, death or property damage occasioned by the acts or omissions of any other lessee of the Building or of other lessee, agents, employees, licensees, or invitees within the Building. Further, Lessor will not be liable to Lessee for any property damage, bodily injury or inconvenience caused by the condition, maintenance, repair or alteration of the Building, or the failure to provide maintenance or repairs, except the extent caused by Lessor's gross negligence or willful misconduct.

18. LESSOR'S RIGHT OF ENTRY

Lessor shall have the right, at all reasonable hours, to enter the Leased Premises for the following reasons: inspection; cleaning or making repairs, or alterations or additions as Lessor may deem necessary or desirable, whether to the Leased Premises or to other portions of the Building; determining Lessee's use of the Leased Premises, or determining if an act of default under this Lease has occurred; or showing the Leased Premises to any existing or prospective mortgagee, purchaser, or tenant of the Building. Notwithstanding the foregoing, Lessor recognizes that Lessee provides certain medical services to patients. HIPAA (hereinafter defined) requires health providers to protect the patients' medical records and confidentiality. Notwithstanding the Lessor's right to enter the Leased Premises pursuant to this Lease, Lessor recognizes that the Lessee must protect the patients' medical records and confidentiality and agrees that neither Lessor nor any of Lessor's agents may: (i) enter any examination room when Lessee's patients are present; (ii) enter any other area of the Leased Premises if such entry would jeopardize the privacy or confidentiality of the Lessee's patients or such patients' medical records; or (iii) take possession or restrict Lessee's access to any medical records located within the Leased Premises. Lessor agrees that the provisions of this Section are intended to protect the medical records and confidentiality of the Lessee's patients and comply with the requirements of HIPAA.

19. ASSIGNMENT OR SUBLEASE

- (a) Lessee shall not, without prior written consent of Lessor:
- (i) assign or in any manner transfer this Lease or any estate or interest therein;
 - (ii) permit an assignment of this Lease or any estate or interest therein by operation of law;
 - (iii) sublet any part of Leased Premises;
 - (iv) grant any license, concession or other right of occupancy of any portion of the Leased Premises;
 - (v) permit any other entity to become Lessee hereunder by merger, consolidation, or other reorganization or permit the transfer of an ownership interest in Lessee so as to result in a change in the current control of Lessee; or
 - (vi) permit the use of the Leased Premises by any parties other than Lessee, its agents and employees except as may be required by Lessee in order to carry out the permitted use as set forth in this Lease ((i) through (vi) are hereinafter referred to as a "**Transfer**").

- (b) Any such Transfer without Lessor's prior written consent shall be void and of no effect.
- (c) Any Transfer of this Lease shall be expressly subject to all of the terms and provisions of this Lease, including any use restrictions. Consent by Lessor to one or more Transfers shall not operate as a waiver of Lessor's rights as to any subsequent Transfer.
- (d) Notwithstanding any Transfer, Lessee and any guarantor of Lessee's obligations under this Lease shall at all times remain fully responsible and liable for the payment of the Rent herein specified and for compliance with all of Lessee's other obligations under this Lease unless expressly released by Lessor in writing in conjunction with its approval of the Transfer. No direct collection by Lessor from any such assignee, sublessee, or occupant shall be construed to constitute a novation or a release of Lessee or any guarantor of Lessee from the performance of its obligations hereunder. Receipt by Lessor of rent from any assignee, sublessee or occupant of the Leased Premises shall not be deemed a waiver of the covenant contained in this Lease against a Transfer or a release of Lessee under this Lease. The receipt by Lessor from any such assignee, sublessee, or occupant obligated to make payments of rent shall be a full and complete release, discharge, and acquittance to such assignee or sublessee to the extent of any amount so paid to Lessor. Lessor is authorized and empowered, on behalf of Lessee to endorse the name of Lessee upon any check, draft, or other instrument payable to Lessee evidencing payment of rent or any part thereof, and to receive and apply the proceeds therefrom in accordance with the terms hereof. Lessee shall not mortgage, pledge or otherwise encumber its interest in this Lease or in the Leased Premises.
- (e) If Lessee requests Lessor's consent to a Transfer of this Lease of all or a part of the Leased Premises, it shall submit to Lessor, in writing, the name of the proposed transferee and the nature and character of the business of the proposed transferee, the term, use, rent and other particulars of the proposed transferee, including, without limitation, evidence satisfactory to Lessor that the proposed transferee is financially responsible and will immediately occupy and thereafter use the Leased Premises (or any sublet portion thereof) for the remainder of the Term of this Lease (or for the entire term of the sublease, if shorter). Lessor shall have the option (to be exercised within thirty (30) days from submission of Lessee's written request) to cancel this Lease (or the applicable portion thereof as to a partial subletting) as of the commencement date stated in the above-mentioned Transfer. If Lessor elects to cancel this Lease as stated, then the Term of this Lease, and the tenancy and occupancy of the Leased Premises by Lessee thereunder, shall cease, terminate, expire, and come to an end with respect to that portion of the Leased Premises so transferred as if the cancellation date were the original termination date of this Lease and Lessee shall pay to Lessor all costs or charges which are the responsibility of Lessee hereunder with respect to that portion of the Leased Premises so transferred and Lessee shall, at its own cost and expense, discharge in full any outstanding commission obligation of Lessor with respect to this Lease, or any part hereof so cancelled. Thereafter Lessor may lease the Leased Premises to the prospective transferee without liability to Lessee. If Lessor does not thus cancel this Lease, the other terms and provisions of hereof will apply.
- (f) In the event of any Transfer by Lessee as hereinabove provided, if any rents received by Lessee under any such sublease are in excess of the Rent payable by Lessee under this Lease (per square foot), or any additional consideration is paid to Lessee by the transferee under such Transfer such excess rents under any sublease or such additional consideration for an assignment shall be due and payable by Lessee to Lessor as Additional Rent hereunder.
- (g) Concurrently with Lessee's notice of any request for consent to a Transfer, Lessee shall pay to Lessor a fee of \$1,500.00 to defray Lessor's expenses in reviewing such request and Lessee shall also reimburse Lessor immediately upon request for its reasonable attorneys' fees incurred in connection with any Transfer.

20. Intentionally omitted.

21. Intentionally omitted.

22. MECHANIC'S LIENS

Lessee shall not permit the placing of any mechanic's liens against the Building, the Land or other improvements on the Land caused by or resulting from any work performed, materials furnished or obligation incurred by or at the request of (or alleged request of) Lessee. Nothing in this Lease or in any other agreement between Lessor and Lessee constitutes the consent or request of Lessor, express or implied, to any contractor, subcontractors, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement alteration or repair to the Building, the Land or other improvements on the Land. Nor does anything contained herein or in any other agreement made by Lessor and Lessee concerning the Leased Premises give Lessee any right, power of authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's or other liens against the interest of Lessor in the Building, the Land or other improvements on the Land. If any lien is filed against the interest of Lessor in the Building or against the interest of Lessor in the Leased Premises because of work performed, materials supplied or an obligation incurred by or at the request of (or alleged request of) Lessee, then Lessee shall cause to be discharged the lien within ten (10) days of receiving notice of such lien. If a lien is attached against the Building, the Land or other improvements on the Land, then in addition to any other right or remedy of Lessor, Lessor may, but will not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge by deposit in court or bonding. Any amount paid by Lessor to discharge the lien, and all reasonable legal and other expenses of Lessor, including reasonable attorneys' fees, in defending any such action or in procuring the discharge of the lien shall be repaid by Lessee on demand.

23. DEFAULT BY LESSEE

The following shall be deemed to be events of default by Lessee under this Lease:

- (a) Lessee shall fail to pay when due any installment of Rent or any other payment required pursuant to this Lease;
- (b) Lessee shall fail to comply with any term, provision or covenant of this Lease, other than the payment of Rent, and the failure is not cured immediately or, if such failure cannot reasonably be cured immediately, Lessee fails to promptly commence to cure such failure or thereafter fails to prosecute such cure diligently and continuously to completion within thirty (30) days of the date of written notice to Lessee;
- (c) the filing of a petition by or against Lessee or any guarantor of Lessee's obligations under this Lease (i) in any bankruptcy or other insolvency proceeding, (ii) seeking any relief under any state or federal debtor relief law, (iii) seeking the appointment of a liquidator or receiver for all or substantially all of Lessee's property or for Lessee's interest in this Lease, (iv) for the reorganization or modification of Lessee's capital structure, (v) in any assignment for the benefit of creditors proceeding, or (vi) Lessee shall make a transfer in fraud of creditors or should it make an assignment for the benefit of creditors or it shall be unable to pay its debts to third parties as same become due; however, if such a petition is filed against Lessee, then such filing shall not be a default hereunder unless Lessee fails to have the proceedings dismissed within thirty (30) days;
- (d) Lessee shall do or permit to be done any act which results in a lien being filed against the Leased Premises;

(e) Lessee shall attempt a Transfer in violation of Section 19 hereof.

In the event Lessee vacates all or substantially all of the Leased Premises of Lessee for five (5) or more days no Event of Default shall occur so long as (i) Lessee provides Lessor at least sixty (60) days prior written notice of Lessee's intent to vacate, and (ii) Lessee otherwise continues to observe and perform all of Lessee's obligations and covenants contained in this Lease, and if such vacation continues for any period of ninety (90) or more consecutive days (other than a vacancy due to a casualty, condemnation, or a vacancy for which Lessee is expressly entitled to abatement of Rent under this Lease) Lessor shall have the right, but not the obligation, to terminate this Lease by delivering written notice of termination to Lessee prior to the date that Lessee occupies or re-occupies all or substantially all of the Leased Premises.

24. REMEDIES FOR LESSEE'S DEFAULT

Upon the occurrence of any event of default or breach by Lessee of any of the terms, provisions, covenants, conditions, or obligations set forth in this Lease, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand:

(a) Terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to surrender the Leased Premises, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in Rent, enter upon and take possession of the Leased Premises, by changing locks if necessary, and lock out, expel or remove Lessee and any other person who may be occupying all or any part of the Leased Premises without being liable for prosecution of any claim for damages. Upon the termination of this Lease, in addition to all unpaid Rent and other monetary obligations of Lessee to Lessor and the costs of recovering the Leased Premises, Lessor will be entitled to recover, not as rent or a penalty, but as compensation for Lessor's loss of the benefit of its bargain with Lessee the present value of the Rent and other sums that this Lease provides Lessee will pay for the remainder of the Term hereof, and for the balance of any then effective extension of the Term hereof. The foregoing present value will be calculated by discounting at the per annum rate equal to the "**Prime Rate**" as published by the Wall Street Journal on the date that this Lease is terminated or, in the event that such rate is no longer available, at a comparable rate determined by Lessor.

(b) Enter upon and take possession of the Leased Premises, by changing locks if necessary, and lock out, expel or remove Lessee and any other person who may be occupying all or any part of the Leased Premises without being liable for any claim for damages, and without causing a trespass, and without causing a termination of or forfeiture of this Lease or Lessee's obligation to pay Rent and any other charges, and may relet the Leased Premises on behalf of Lessee and receive directly the rent by reason of the reletting, but the failure to so relet shall not reduce Lessee's liability for rents and other charges for damages. Lessee agrees to pay Lessor on demand any deficiency that may arise by reason of any reletting of the Leased Premises; further, Lessee agrees to reimburse Lessor for any necessary expenditures made by it for remodeling or repairing in order to relet the Leased Premises. In connection with any such reletting, Lessor will not be obligated to incur any cost to relet, other than customary leasing commissions, will not be obligated to relet for less than the then market value of the Leased Premises or to relet the Leased Premises when other comparable rental space in the Building is available for lease, and may relet the Leased Premises for a term to expire at the same time as, earlier than, or subsequent to, the expiration of the Term hereof and/or relet all or any portion of the Leased Premises as a part of a larger area. Lessor may retain the excess, if any, of the rent earned from reletting the Leased Premises over the Rent specified in this Lease.

(c) Enter upon the Leased Premises, by changing locks if necessary, without being liable for prosecution of any claim for damages, and do whatever Lessee is obligated to do under the terms of this Lease. Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in effecting compliance with Lessee's obligations under this Lease; further, Lessee agrees that Lessor shall not be liable for any damages resulting to Lessee from effecting compliance with Lessee's obligations under this subsection caused by the negligence of Lessor or otherwise.

(d) After an event of default by Lessee, Lessor may recover from Lessee from time to time and Lessee shall pay to Lessor upon demand, whether or not Lessor has relet the Leased Premises or terminated this Lease, (i) such expenses as Lessor may incur in recovering possession of the Leased Premises, terminating this Lease, placing the Leased Premises in good order and condition and altering or repairing the same for reletting; (ii) all other costs and expenses (including brokerage commissions and legal fees) paid or incurred by Lessor in exercising any remedy or as a result of the event of default by Lessee; and (iii) any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform Lessee's obligations under this Lease or which in the ordinary course of things would be likely to result from such failure.

(e) Require all future payments of Rent or other sums due to Lessor to be made by cashier's check, money order, or wire transfer after the first time any check is returned for insufficient funds, or the second time any sum due hereunder is more than five (5) days late.

(f) Lessee agrees that the provisions of this Lease will override and control any conflicting provisions of Sections 93.002 and 93.003 of the Texas Property Code, as well as any successor statute. However, as provided in Section 93.002(d) of the Texas Property Code, Lessee will be presumed to have abandoned the Leased Premises if goods, equipment, or other property, in an amount substantial enough to indicate a probable intent to abandon the Leased Premises, is being or has been removed from the Leased Premises and the removal is not within the normal course of Lessee's business.

(g) If Lessor is deemed to have a duty to mitigate its damages arising from a default by Lessee under this Lease pursuant to Applicable Law, then Lessor's duty to mitigate shall be limited to using good faith efforts to relet the Leased Premises; provided, however, that in no event shall Lessor be required to: (i) give priority to the Leased Premises over other premises owned or managed by Lessor or any of its affiliates, (ii) agree to any lease terms which it deems to be unacceptable, (iii) relet the Leased Premises for less than the prevailing market rate, (iv) relet to a tenant or for a use, which is not in keeping Lessor's desired character of the Building or Lessor's desired tenant mix for the Building, (v) expend any monies for finish-out requested by a prospective tenant unless Lessor, in its sole and absolute discretion approves both the lease terms and the creditworthiness of such prospective tenant, or (vi) accept a prospective tenant for the Leased Premises or any portion thereof which is an existing or prospective tenant elsewhere in the Building.

(h) Lessor shall also have the right to remove from the Leased Premises (without the necessity of obtaining a distress warrant, writ of sequestration or other legal process) all or any portion of such furniture, fixtures, equipment and other property located thereon, and place same in storage at any premises within the County in which the Leased Premises are located, and in such event, Lessee shall be liable to Lessor for costs incurred by Lessor in connection with such removal and storage and shall indemnify and hold Lessor harmless from all loss, damage, cost, expense and liability in connection with such removal and storage. In the event that Lessor shall have taken possession of the Leased Premises pursuant to the authority granted herein, Lessor shall also have the right to relinquish possession of all or any portion of such furniture, fixtures, equipment and other property to any person ("**Claimant**") claiming to be entitled to possession thereof who

presents to Lessor a copy of any instrument represented to Lessor by Claimant to have been executed by Lessee (or any predecessor of Lessee) granting Claimant the right under various circumstances to take possession of such furniture, fixtures, equipment or other property, without the necessity on the part of Lessor to inquire into the authenticity of said instrument's copy of Lessee's or Lessee's predecessor's signature thereon, and without the necessity of Lessor's making any nature of investigation or inquiry as to the validity of the factual or legal basis upon which Claimant purports to act, and Lessee agrees to indemnify and hold Lessor harmless from all cost, expense, loss, damage and liability incident to Lessor's relinquishment of possession of all or any portion of such furniture, fixtures, equipment or other property to Claimant. The rights of Lessor herein stated shall be in addition to any and all other rights which Lessor has or may hereafter have at law or in equity, and Lessee stipulates and agrees that the rights herein granted Lessor are commercially reasonable.

(i) Notwithstanding anything to the contrary contained herein, in the event of any repossession or re-entering upon the Leased Premises or any part thereof by reason of Lessee's default or expiration or other termination of the Lease, (i) Lessee shall be entitled, upon twenty-four (24) hours' prior notice to Lessor, to enter the Leased Premises during Normal Business Hours (or at any other time to the extent required by HIPAA and/or state or federal regulations applicable thereto or any other applicable law) for the purposes of gaining access to any "health information", as such term is defined in HIPAA (such health information, the "**Protected Health Information**") that is located within the Leased Premises, provided Lessee is accompanied by a representative of Lessor during any such entry; and (ii) Lessee shall, within three (3) business days after receipt of Lessor's written request, remove all Protected Health Information from the Leased Premises. Nothing in this Lease shall create a "business associate" (as defined in HIPAA) relationship between Lessor and Lessee.

25. WAIVER OF DEFAULT OR REMEDY

Failure of Lessor to declare an event of default immediately upon its occurrence, or delay in taking any action in connection with an event of default, shall not constitute a waiver of the default, but Lessor shall have the right to declare the default at any time and take such action as is lawful or authorized under this Lease. Pursuit of any one or more of the remedies set forth in the above section shall not preclude pursuit of any one or more of the other remedies set forth in the above section and/or any one or more of the other remedies provided elsewhere in this Lease or provided by law, nor shall pursuit of any remedy provided by reason of violation of any of the terms, provisions or covenants of this Lease. Failure by Lessor to enforce one or more of the remedies provided upon an event of default shall not be deemed or construed to constitute a waiver of the default or of any other violation or breach of any of the terms, provisions and covenants contained in this Lease.

26. ACTS OF GOD

Neither party shall be required to perform any covenant or obligation in this Lease, or be liable in damages to the other party, so long as the performance or non-performance of the covenant or obligation is delayed, caused by or prevented by an act of God or force majeure; provided, however, the foregoing shall not excuse Lessee from the timely payment of Rent.

27. ATTORNEY'S FEES

In the event Lessee defaults in the performance of any of the terms, covenants, agreements, conditions, or obligations contained in this Lease and Lessor places in the hands of an attorney the enforcement of all or any part of this Lease, the collection of any Rent or other sums due to become due or recovery of the possession of the Leased Premises, Lessee agrees to pay Lessor reasonable attorney's fees for the services

of the attorney, whether suit is actually filed or not. In no event shall the attorney's fees be less than fifteen percent (15%) of the outstanding balance owed by Lessee to Lessor.

28. HOLDING OVER

In the event of holding over by Lessee after the expiration or termination of this Lease or extension thereof, the holdover shall be as a lessee at will and all of the terms and provisions of this Lease shall be applicable during that period, except that Lessee shall pay Lessor as rent for the period of such holdover an amount equal to one and one-half the Rent which would have been payable by Lessee had the holdover period been a part of the original term or extended term of this Lease. Additionally Lessee shall be liable to Lessor for any damage caused to Lessor by such holdover. Lessee agrees to vacate and deliver the Leased Premises to Lessor upon Lessee's receipt of notice from Lessor to vacate. The rent payable during the holdover period shall be payable to Lessor on demand. No holding over by Lessee, whether with or without consent of Lessor, shall operate to extend this Lease except as otherwise expressly provided. Notwithstanding any provision to the contrary herein, in the event Lessee fails to deliver to Lessor (and surrender possession of) all of the Leased Premises upon the expiration or earlier termination of this Lease on the date of expiration or earlier termination, then Lessor may, without judicial process and without notice of any kind, immediately enter upon and take absolute possession of the Leased Premises or applicable portion thereof, expel or remove Lessee and any other person or entity who may be occupying the Leased Premises or applicable portion thereof, change the locks on the Leased Premises or any applicable portion thereof (in which event, Lessee shall have no right to any key for the new locks), limit elevator access to the Leased Premises or applicable portion thereof, and take any other actions as are necessary for Lessor to take absolute possession of the Leased Premises or applicable portion thereof. The foregoing rights are without prejudice and in addition to, and in no way limit Lessor's rights under this section.

29. RIGHTS OF MORTGAGEE

Lessee accepts this Lease subject and subordinate to any recorded mortgage, deed of trust or other lien presently existing upon the Leased Premises. Lessee further agrees that this Lease is subject and subordinate to any mortgage, deed of trust or other lien hereafter placed on the Leased Premises, and, although this provision is self-operative, Lessee agrees upon demand to execute additional instruments subordinating this Lease as Lessor may require. If the interests of Lessor under this Lease shall be transferred by reason of foreclosure or other proceedings for enforcement of any mortgage, deed of trust, or other lien on the Leased Premises, Lessee shall be bound to the transferee (sometimes called the "**Purchaser**") under the terms, covenants and conditions of this Lease for the balance of the Term remaining, and any extensions or renewals, with the same force and effect as if the Purchaser were Lessor under this Lease, and Lessee agrees to attorn to and upon the request of the Purchaser including the mortgagee or beneficiary under such mortgage or deed of trust if it be the Purchaser, as its Lessor, the attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of Lessor under this Lease and requiring such attornment. The respective rights and obligations of Lessee and the Purchaser upon the attornment, to the extent of the then remaining balance of the Term of this Lease, and any extensions and renewals, shall be and are the same as those set forth in this Lease. Notwithstanding that such attornment is self-operative, Lessee agrees to execute such further agreement in confirmation thereof as shall be reasonably requested by Lessor or such mortgagee or beneficiary, and Lessee further agrees to include in such agreements such other provisions as may be reasonably requested by Lessor or such mortgagee or beneficiary, including without limitation provisions for notice of default and opportunity to cure to such mortgagee or beneficiary and the non-liability of such mortgagee or beneficiary for claims against the Lessor.

30. ESTOPPEL CERTIFICATES

Lessee agrees to furnish promptly, from time to time, upon request of Lessor or Lessor's mortgagee or beneficiary or prospective mortgagee or beneficiary of prospective purchaser, a statement certifying that Lessee is in possession of the Leased Premises; the Leased Premises are acceptable; the Lease is in full force and effect, the Lease is unmodified; Lessee claims no present charge, lien, or claim of offset against Rent; the Rent is paid for the current month, but is not paid and will not be paid for more than one month in advance; there is no existing default by reason of some act or omission by Lessor; and such other matters as may be reasonably required by Lessor or Lessor's mortgagee or beneficiary. If Lessee does not deliver to Lessor the certificate signed by Lessee within the required time period, Lessor, Lessor's mortgagee, and any prospective purchaser or mortgagee may conclusively presume and rely on each of the above certifications as having been verified by Lessee as true and correct.

31. SUCCESSORS

This Lease shall be binding upon and inure to the benefit of Lessor and Lessee and their respective heirs, personal representatives, successors and assigns and references herein to "Lessor" and "Lessee" shall include all such heirs, personal representatives, successor and assigns, but the foregoing does not detract in any way from the provisions of Section 19 hereof. It is hereby covenanted and agreed that should Lessor's interest in the Leased Premises cease to exist for any reason during the Term of the Lease, then notwithstanding the happening of such event this Lease nevertheless shall remain unimpaired and in full force and effect and Lessee hereunder agrees to attorn to the then owner of the Leased Premises.

32. RENT TAX

If now or at any time during the Term of this Lease any of such amounts are levied or imposed, Lessee shall pay and be liable for all rent, sales, margin, and use taxes or other similar taxes, if any, levied or imposed by any city, state, county or other governmental body having authority, based on the rent or revenue of the Property or in lieu of all or part of the ad valorem taxes assessed against the Property, such payments to be in addition to all other payments required to be paid by Lessor by Lessee under the terms of this Lease. Any such payment shall be paid concurrently with the payment of the rent.

33. NOTICE

(a) All Rent and other payments required to be made by Lessee shall be payable to Lessor at the address set forth below, or any other address Lessor may specify from time to time by written notice delivered to Lessee.

(b) All payments required to be made by Lessor to Lessee shall be payable to Lessee at the address set forth below, or at any other address within the United States as Lessee may specify from time to time by written notice.

(c) Any notice pursuant to this Lease shall be given in writing by (i) personal delivery; or (ii) reputable overnight delivery service with proof of delivery; or (iii) United States Mail, postage fully prepaid, registered or certified mail, return receipt requested; or (iv) confirmed legible facsimile transmission or (v) electronic mail ("**email**") sent to the intended addressee at the address set forth below or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein or, in the case of email or facsimile transmission, as of the date of the email or facsimile transmission provided that an original of such email or facsimile is also sent to the intended addressee by means described in clauses (i), (ii), or (iii) above within twenty-four (24) hours of the original email or facsimile

transmission. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Lease shall be as follows:

LESSOR:

Cook Children's Health Care System
Attn: Real Estate
801 Seventh Avenue
Fort Worth, Texas 76104
Email: ryan.cloutier@cookchildrens.org

LESSEE:

Tarrant County Hospital District
Attn: Jill Farrell
1500 S. Main Street
Fort Worth, Texas 76104
Email: jfarrell@jpshealth.org

With a copy to:

Cook Children's Health Care System
Attn: Legal Department
801 Seventh Avenue
Fort Worth, Texas 76104
Email: joe.gallagher@cookchildrens.org

34. LIMITED LIABILITY OF LESSOR

All liability of Lessor for damages for breach of any covenant, duty or obligation of Lessor hereunder may be satisfied only out of the interest of Lessor in the Building existing at the time any such liability is adjudicated in a proceeding as to which judgment adjudicating such liability is non-appealable and not subject to further review. In no event will Lessee be entitled to execution under any judgment against any assets of the Lessor, or any partners, shareholders, policyholders, or other persons or entities having an interest in the Lessor, except as to their interest in the Building as set forth above, and no deficiency judgment or money judgment of any kind shall be sought or entered against Lessor, Lessee agreeing that Lessor shall have no personal liability hereunder. All obligations of Lessor hereunder will be construed as covenants, not conditions.

35. RELOCATION

Lessor shall not have the right to relocate Lessee to other space in the Building without Lessee's prior consent.

36. SEVERABILITY

A determination that any term or provision of this Lease, or the application thereof to any person or circumstance, is invalid or unenforceable, shall not affect the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable.

37. NO BROKERS

Lessee hereby represents to Lessor that Lessee has dealt with no broker in connection with the negotiation or execution of this Lease.

38. JOINT AND SEVERAL LIABILITY

If Lessee consists of more than one person or entity at any time, all such persons or entities are jointly and severally liable hereunder for the obligations of Lessee.

39. TIME IS OF THE ESSENCE

Time is of the essence with respect to the performance by Lessee of all of its obligations under this Lease.

40. RECORDATION

Lessee agrees not to record this Lease or any memorandum of this Lease without Lessor's consent.

41. ENTIRE AGREEMENT AND LIMITATION OF WARRANTIES

It is expressly agreed by Lessee, as a material consideration for the execution of this Lease, that this Lease, with the specific references to written extrinsic documents, is the entire agreement of the parties and that there are, and were, no verbal representations, warranties, understandings, stipulations, agreements or promises pertaining to this Lease or the expressly mentioned written extrinsic documents not incorporated in writing in this Lease and Lessee has not relied upon any such representations, warranties, understandings, stipulations, agreements or promises. Any representation of Lessor's agents which is not incorporated in this Lease shall not be binding upon Lessor and should be considered unauthorized. Lessor and Lessee expressly agree that this Lease may not be altered, waived, amended or extended except by an instrument in writing signed by both Lessor and Lessee.

42. FINANCIAL STATEMENTS

Lessee hereby agrees to provide to Lessor certified financial statements of Lessee when requested, but not more than once annually, indicating the most current year end and annual financial status of Lessee's operations. Notwithstanding the foregoing, Lessor may also require Lessee to provide such information more often than once annually if: (i) a potential lender of the Lessor or potential purchaser of the Property requests such information in connection with a potential financing or sale of the Property, or (ii) Lessor's current lender requests the information; provided, however, if Lessee is a publicly traded company, and Lessee's financials are publicly available, Lessee shall not be required to provide financial statements pursuant to this Section.

43. NO MONEY DAMAGES FOR FAILURE TO CONSENT

Wherever in this Lease Lessor's consent or approval is required, if Lessor refuses to grant such consent or approval, whether or not Lessor expressly agreed that such consent or approval would not be unreasonably withheld, Lessee shall not make, and Lessee hereby waives, any claim for money damages (including any claim by way of set-off, counterclaim or defense) based upon Lessee's claim or assertion that Lessor unreasonably withheld or delayed its consent or approval. Lessee's sole remedy shall be an action or proceeding to enforce such provision, by specific performance, injunction or declaratory judgment. **IN NO EVENT SHALL THE LESSOR PARTIES BE LIABLE FOR, AND LESSEE HEREBY WAIVES ANY CLAIM FOR, ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS OR BUSINESS OPPORTUNITY, ARISING UNDER OR IN CONNECTION WITH THIS LEASE.**

44. Intentionally omitted.

45. ASSESSMENT OF CHARGES

Lessor and Lessee 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, amounts, Operating Expenses, Electricity Charges, and Additional Rent, payable by Lessee are commercially reasonable and valid, even though such methods may not state precise mathematical formula for determining such charges. Accordingly, Lessee hereby voluntarily and

knowingly waives all rights and benefits to which Lessee may be entitled under Section 93.012 of the Texas Property Code, as such section now exists, or as same may be hereafter amended or succeeded.

46. REAL ESTATE TAX APPRAISAL

Lessee agrees that it will not protest or appeal any appraisal or re-appraisal of the Leased Premises or all or any portion of the Building or Land before any governmental authority and Lessee hereby waives any right to receive notices of re-appraisal, which waiver includes, without limitation, any rights which may otherwise exist under Sections 41.413 and 42.015 of the Texas Tax Code, as the same may be modified or amended from time to time.

47. APPLICABLE LAW AND VENUE

The laws of the State in which the Building is located shall govern the interpretation, construction, validity, performance and enforcement of this Lease and all obligations under this Lease are performable in the County or other jurisdiction where the Building is located, which shall be the exclusive venue for all legal actions.

48. AUTHORITY

Each person executing this Lease on behalf of the Lessee hereby covenants and warrants that: (i) the entity on whose behalf such person is signing is duly organized and validly existing under the law of its state of organization; (ii) such entity has been and is qualified to do business in the State of Texas; (iii) such entity has full right and authority to enter into this Lease and to perform all of Lessee's obligations hereunder; and (iv) each person executing this Lease on behalf of Lessee is duly and validly authorized to do so.

49. PROHIBITED PERSONS AND TRANSACTIONS

Lessee represents and warrants that neither Lessee nor any of its affiliates, nor any of their respective partners, members, shareholders, or other equity owners, and none of their respective employees, officers, directors, representatives or agents, is, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order, or other governmental action and is not and will not assign or sublease this Lease to, contract with, or otherwise engage in any dealings or transactions or be otherwise associated with such persons or entities.

50. CONFIDENTIALITY

Lessee acknowledges that the terms and conditions of this Lease are to remain confidential and for Lessor's benefit and may not be disclosed by Lessee to anyone by any manner or means, directly or indirectly, without Lessor's prior written consent; provided, however, Lessee may disclose the terms and conditions of this Lease if required by Applicable Laws or a court order, and to its attorneys, accountants, employees, and existing or prospective financial partners, provided same are advised by Lessee of the confidential nature of such terms and conditions and agree to maintain the confidentiality thereof. Lessee shall be liable for any disclosures made in violation of this Section by Lessee or by any entity or individual to whom the terms and conditions were disclosed or made available by Lessee. The consent by Lessor to any disclosures shall not be deemed to be a waiver on the part of Lessor of any prohibition against future disclosure.

51. NO MERGER

There shall be no merger of the leasehold estate hereby created with the fee estate in the Leased Premises or any part thereof if the same person acquires or holds, directly or indirectly, this Lease or any interest in this Lease, and the fee estate in the leasehold Leased Premises or any interest in such fee estate.

52. EXECUTION OF THIS LEASE

The submission of an unsigned copy of this Lease to Lessee for Lessee's consideration does not constitute an offer to lease the Leased Premises or an option to or for the Leased Premises. This Lease shall become effective and binding only upon the execution and delivery of this Lease by both Lessor and Lessee.

53. Intentionally omitted.

54. HIPAA COMPLIANCE; MEDICARE

The parties agree to comply with Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") or the American Recovery and Reinvestment Act of 2009 ("**ARRA**"). Further, Lessee and Lessor hereby acknowledge and agree that it is not a purpose of this Lease or any of the transactions contemplated herein to exert influence in any manner over the reason or judgment of any party with respect to the referral of patients or business of any nature whatsoever. It is the intent of the parties hereto that any referral that may be made directly or indirectly by Lessee to Lessor's business, or vice versa, shall be based solely upon the medical judgment and discretion of a patient's physician while acting in the best interest of the patient.

55. PERMIT AND CONSTRUCTION CONTINGENCY

(a) If Lessor has not achieved Substantial Completion of the Base Building Work and the Lessor Work and delivered the Leased Premises to Lessee by July 31, 2025, as such date may be extended on a day-for-day basis due to any delay caused by Lessee Delays or events of force majeure (the "**Outside Delivery Date**"), then Lessor or Lessee shall, as such party's sole and exclusive remedy, have the right to terminate this Lease upon prior written notice to the other delivered prior to the actual date the Leased Premises is delivered to Lessee in the condition required by this Lease.

(b) In the event that this Lease is terminated pursuant to this Section 55, then upon any such termination, the Lease will be automatically null and void and of no further force or effect except for those obligations that survive termination, with neither party having any obligation to the other with respect to costs and expenses that either may have incurred prior to such termination and Lessor shall return all prepaid Rent, if any, to Lessee.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, Lessor and Lessee have entered into this Commercial Lease Agreement as of the date first written above.

LESSOR

LESSEE

Cook Children’s Health Care System,
a Texas non-profit corporation

Tarrant County Hospital District
d/b/a JPS Hospital Network

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION

Being 3.720 acres of land located in the Heirs of Hays Covington Survey, Abstract No. 256, Tarrant County, Texas, being a portion of the tract of land described in the deed to Land Rover, LTD., a Texas limited partnership, recorded in Volume 9806, Page 1448, Deed Records, Tarrant County, Texas. Said 3.720 acres of land being more particularly described as follows:

BEGINNING at a point for the northeast corner of said Land Rover tract, said point lying in the south line of Calmont Avenue, described in the Street Dedication, recorded in Volume 3501, Page 126, Deed Records, Tarrant County, Texas and lying in the west line of Cherry Lane;

THENCE S00°01'00"W, along the common line of said Cherry Lane and Land Rover tract, at 0.86 feet passing a 5/8" iron rod found, in all a distance of 427.42 feet to a 1/2" iron rod stamped "Beasley RPLS 4050" found, said iron rod found being the northeast corner of Lot 1, Block 4, IPS Addition, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in County Clerk's Instrument No. D218263448, Deed Records, Tarrant County, Texas, from which a 3/8" iron rod previously found bears S00°01'00"W 55.60 feet;

THENCE N89°59'29"W, along the north line of said IPS Addition, a distance of 399.07 feet to a 1/2" iron rod stamped "Beasley RPLS 4050" found, said iron rod found lying in the east line of Lot A-R, Block 4, West Plaza Addition, an addition to the City of Fort Worth, Tarrant County, Texas according to the plat recorded in County Clerk's Instrument No. D204111163, Deed Records, Tarrant County, Texas;

THENCE N00°44'57"E, along the common line of said Lot A-R and Land Rover tracts, a distance of 371.93 feet to a point in the south line of said Calmont Avenue, from which a 1/2" iron rod stamped "Grant" bears S 15°48'59"E 0.40 feet;

THENCE N75°05'15"E, along the north line of said Land Rover tract, a distance of 22.62 feet to a 3/4" iron rod found;

THENCE easterly, continuing along said north line, 376.78 feet along a non tangent curve to the right, having a radius of 1,477.45 feet, a central angle of 14°36'42" and a chord bearing N82°24'32"E, 375.76 feet to the point of beginning, containing 3.720 acres of land.

The bearings recited hereon are oriented to NAD83 Texas North Central Zone.

EXHIBIT "B"

LEASED PREMISES – SITE PLAN

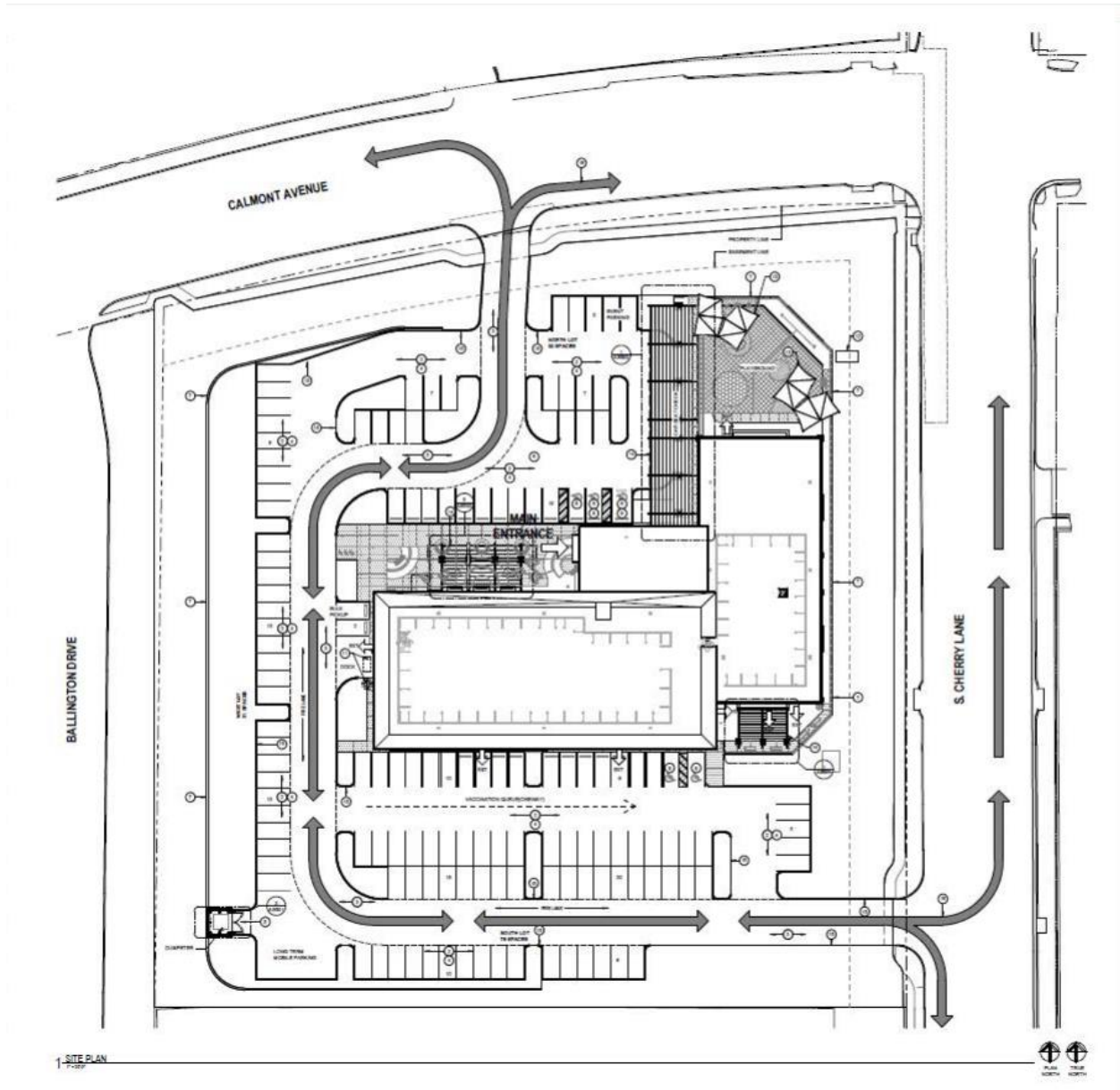


EXHIBIT "C"

RENEWAL OPTIONS

1. Grant of Renewal Option. Lessee is hereby granted the option to extend the Term of this Lease for two (2) consecutive terms of five (5) years each (the "**Renewal Term**"), provided (a) Lessee is not in default under the Lease at the time of exercise of the option, (b) Lessee gives written notice of its exercise of the option no earlier than twelve (12) months and no later than six (6) months prior to the expiration of the Term ("**Renewal Notice**"), (c) no part of the Leased Premises is sublet at the time that Lessee delivers its Renewal Notice, and (d) the Lease has not been assigned prior to the date that Lessee delivers its Renewal Notice. If Lessee fails to exercise its renewal option, then Lessee shall have no further renewal option rights. The Renewal Term shall be upon the same terms and conditions as the Lease except (i) Lessee shall have no further right of renewal after the Renewal Term prescribed above, and (ii) the monthly Base Rent shall be determined as set forth below.

2. Terms Applicable to Leased Premises During Renewal Term.
 - a. The Base Rent per Rentable Square Foot for the Leased Premises during the Renewal Term shall be based upon the Prevailing Market (hereinafter defined) rate per Rentable Square Foot for the Leased Premises (but in no event less than the amount of Base Rent for the initial Term, or immediately preceding Renewal Term, as applicable). If the Prevailing Market rate is greater than the Base Rent for the last month of the then current applicable Term, Lessee shall pay this greater amount during the Renewal Term. If the Prevailing Market rate is less than the then applicable Base Rent, there shall be no adjustment and the prior term's Base Rent shall be the Base Rent for the Renewal Term. Base Rent attributable to the Leased Premises shall be payable in monthly installments in accordance with the terms and conditions of the Lease.

 - b. Lessee shall pay Additional Rent (i.e. the Electricity Charge, Operating Expenses, Tax Costs, and Insurance Costs) for the Leased Premises during the Renewal Term in accordance with the Lease, and the manner and method in which Lessee reimburses Lessor for Lessee's share of Taxes and Operating Expenses shall be some of the factors considered in determining the Prevailing Market rate for the Renewal Term.

3. Procedure for Determining Prevailing Market. Within thirty (30) days after receipt of Lessee's Renewal Notice, Lessor shall advise Lessee of Lessor's recommendation of the applicable Base Rent rate for the Leased Premises for the applicable Renewal Term (the "**Rent Notice**"). Lessee, within thirty (30) days after the date on which Lessor advises Lessee of the applicable Base Rent rate for such Renewal Term, shall (i) give Lessor final binding written notice ("**Binding Notice**") of Lessee's acceptance of the Base Rent rate set forth in Lessor's notice; or (ii) give Lessor with written notice of rejection (the "**Rejection Notice**") of Lessor's recommendation of the Base Rent, which Rejection Notice shall set forth the Lessee's recommendation of the Base Rent for such Renewal Term. If Lessee provides Lessor with a Binding Notice, Lessor and Lessee shall enter into the Renewal Amendment (as defined below) upon the terms and conditions set forth herein. If Lessee provides a Rejection Notice, then Lessee and Lessor shall follow the procedures for determining Base Rent set forth below in Paragraph 4. If Lessee fails to either give a Binding Notice or a Rejection Notice within the required time period, Lessee's Renewal Notice shall be deemed null and void.

4. Negotiation of Base Rent. If Lessee rejects in writing the Prevailing Market rate proposed by Lessor in the Rent Notice, Lessor and Lessee shall negotiate in good faith for a period of thirty (30) days to reach a mutual agreement on the Prevailing Market rate. If the parties are unable to come

to an agreement within such period, then the Lessee's Renewal Notice shall be deemed null and void and this Lease shall not renew.

5. Renewal Amendment. If Lessee is entitled to and properly exercises its Renewal Option, Lessor shall prepare an amendment (the "**Renewal Amendment**") to reflect changes in the Base Rent, Term, Termination Date, and other appropriate terms. The Renewal Amendment shall be sent to Lessee within a reasonable time after the Prevailing Market rate has been determined as set forth above, and Lessee shall execute and return the Renewal Amendment to Lessor within fifteen (15) days after Lessee's receipt of same, but, upon final determination of the Prevailing Market rate applicable during the applicable Renewal Term as described herein, an otherwise valid exercise of the Renewal Option shall be fully effective whether or not the Renewal Amendment is executed.

6. Definition of Prevailing Market. For purposes of this Renewal Option, "**Prevailing Market**" shall mean the arm's length fair market annual rental rate per rentable square foot under renewal leases and amendments entered into on or about the date on which the Prevailing Market is being determined hereunder for space comparable to the Leased Premises in the Building and office buildings comparable to the Building in the area of the Building. The determination of Prevailing Market shall take into account any material economic differences between the terms of this Lease and any comparison lease or amendment, such as rent abatements, construction costs and other concessions and the manner, if any, in which the Lessor under any such lease is reimbursed for operating expenses and taxes. The determination of Prevailing Market shall also take into consideration the credit worthiness of the Lessee and whether or not Lessee is using a broker in connection with the renewal.

EXHIBIT "D"

RULES AND REGULATIONS

1. "Normal Business Hours" for the Building shall mean 6:00 a.m. to 7:00 p.m., Monday through Friday, and 8:00 a.m. to 1:00 p.m., Saturday, exclusive of holidays.
2. Plumbing fixtures and appliances shall be used only for purpose for which constructed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by Lessee shall be paid by Lessee, and Lessor shall not in any case be responsible therefor. Additionally, Lessee shall pay all costs caused by Lessee introducing excessive pollutants into the sanitary or storm sewer system, including permits, fees, assessments, fines and charges levied by any governmental subdivision for any pollutants or solids other than ordinary human waste.
3. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors or other part of the Building, except of such color, size and style and in such places, as shall be first approved in writing by Lessor. No nails, hooks or screws shall be driven or inserted in any part of the Building, except by the Building maintenance personnel, nor shall any part be defaced by tenants.
4. Lessor shall have the power to prescribe the weight and position of iron safes or other heavy equipment. To distribute the weight of the equipment, Lessor may require that it stand on supporting devices approved by Lessor. All damages done to the Building by taking in or putting out any property of a lessee, or done by a lessee's property while in the Building, shall be repaired at the expense of such lessee.
5. A lessee shall notify the Building manager when safes or other heavy equipment (not to exceed the load limit of the elevators) are to be taken in or out of the Building, and the moving shall be done under the supervision of the Building manager, after written permit from Lessor. Persons employed to move such property shall be acceptable to Lessor.
6. Corridor doors, when not in use, shall be kept closed.
7. No furniture or bulky material of any kind will be received in the Building or carried up or down stairs or in the elevators, except in the manner and at the time specified by Lessor.
8. Each lessee shall cooperate with Lessor's employees in keeping Leased Premises neat and clean. Lessees shall not employ persons for the purpose of such cleaning without prior approval of the Lessor. Lessor shall be in no way responsible to tenants, their agents, employees, invitees, for any loss of property from the Leased Premises or for any damage to property thereon, from whatsoever cause.
9. To insure orderly operation of the Building, no ice, mineral or other water, towels, newspapers, etc. Shall be delivered to any Leased Premises, except by persons appointed or approved in writing by Lessor.
10. Should a lessee require additional telephone and data cabling or other communication service, Lessor will direct the electricians where and how wires are to be introduced and placed, and none shall be introduced or placed except as Lessor shall direct. Electric current shall not be used for heating without Lessor's prior written permission (i.e. no space heaters).

11. Subject to the terms of the Lease, Lessor shall, at reasonable hours, have the right to enter premises leased to tenants, to examine same or to make such alterations and repairs as may be deemed necessary.
12. Lessees shall not make or permit any improper noises in the Building, or otherwise interfere in any way with other tenants, or persons having business with them.
13. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. No birds or animals, other than service animals, shall be brought into or kept in or about the Building.
14. Lessor reserves the right to require whatever measures necessary to ensure the security of the Building, including, but not limited to, the registering of persons who enter the Building after normal office hours.
15. No draperies, shutters, or other window coverings shall be installed on exterior windows or walls and doors facing public corridors or walkways without Lessor's prior written approval. Lessor shall have the right to require installation and continued use of uniform window covering for such windows.
16. Exterior doors/entrances to the Building are not to be intentionally prevented from closing and locking during the hours that these doors are scheduled for locking by the Lessor. Should it become necessary to enter and exit the Building for a prolonged period and/or frequency (such as moving equipment in or out of the Building), Lessee is required to post a person at the entrance, if necessary, to open the doors and then ensure that they are immediately closed and locked.
17. Lessor reserves the right to rescind any of the rules and make such other and further rules and regulations as in its judgment shall from time to time be needful for the safety, protection, care and cleanliness of the Building, the operation thereof, the preservation of good order therein, and the protection and comfort of its tenants, their agents, employees and invitees, which rules when made and notice thereof given to a lessee shall be binding upon him in like manner as if originally herein prescribed.
18. Sidewalks, doorways, vestibules, halls, stairways, and similar areas shall not be obstructed by tenants or used for any purpose other than ingress and egress to and from the Leased Premises and for going from one to another part of the Building.
19. Access to the Building and/or to the passageways, entrances, exits, shipping areas, halls, corridors, elevators, or stairways, and other areas of the Building, as well as building services furnished by Lessor as described in the Lease may be restricted or unavailable outside of Normal Business Hours.

EXHIBIT “E”

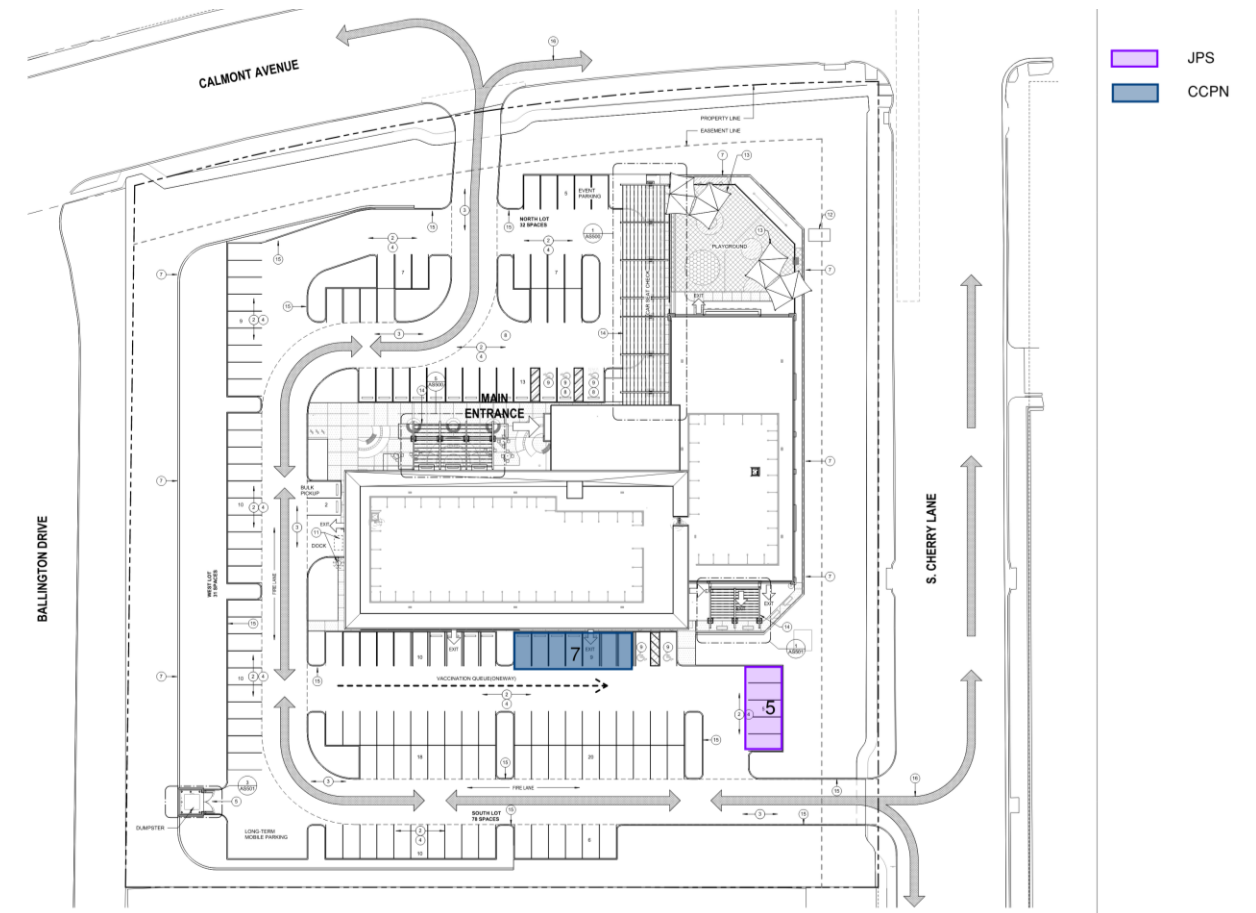
INTENTIONALLY OMITTED

EXHIBIT "F"

PARKING PROVISIONS

- A. During the initial Term, Lessee agrees to lease from Lessor and Lessor agrees to provide access to Lessee a total of 90 unreserved parking spaces and 5 reserved spaces (collectively, the "**Spaces**") in the Building surface parking lot(s) ("**Parking Area**") for the use of Lessee and its employees. No deductions or allowances shall be made for days when Lessee or any of its employees does not utilize the parking facilities or for Lessee utilizing less than all of the Spaces. Lessee shall not have the right to lease or otherwise use more than the number of reserved and unreserved Spaces set forth above.
- B. Except for particular spaces and areas designated by Lessor for reserved parking, all parking in the Parking Area serving the Building shall be on an unreserved, first-come, first-served basis.
- C. Lessor shall not be responsible for money, jewelry, automobiles or other personal property lost in or stolen from the Parking Area regardless of whether such loss or theft occurs when the Parking Area is locked or otherwise secured. Except as caused by the gross negligence or willful misconduct of Lessor and without limiting the terms of the preceding sentence, Lessor shall not be liable for any loss, injury or damage to persons using the Parking Area or automobiles or other property therein, it being agreed that, to the fullest extent permitted by law, the use of the Spaces shall be at the sole risk of Lessee and its employees and Lessee hereby agrees to indemnify and hold Lessor harmless from and against any and all costs, claims, expenses, and/or causes of action which Lessor may incur in connection with or arising out of Lessee's use of the Parking Area.
- D. Lessor shall have the right from time to time to designate the location of the Spaces and to promulgate reasonable rules and regulations regarding the Parking Area and the Spaces and the use thereof, including, but not limited to, rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and the like. Lessee shall comply with and cause its employees to comply with all such rules and regulations as well as all reasonable additions and amendments thereto. Lessee's right to the use of such Spaces shall be subject to compliance with the rules and regulations promulgated from time-to-time by Lessor, and shall be subject to termination for violation of any such rules or regulations upon notice from Lessor.
- E. Lessee shall not store or permit its employees to store any automobiles in the Parking Area without the prior written consent of Lessor. Except for emergency repairs, Lessee and its employees shall not perform any work on any automobiles while located in the Parking Area or on the Property. If it is necessary for Lessee or its employees to leave an automobile in the Parking Area overnight, Lessee shall provide Lessor with prior notice thereof designating the license plate number and model of such automobile.
- F. Lessor shall have the right to temporarily close the Parking Area or certain areas therein in order to perform necessary repairs, maintenance and improvements to the Parking Area. The failure, for any reason, of Lessor to provide or make available the Spaces to Lessee or the inability of Lessee to utilize these Spaces shall under no circumstances be deemed a default by Lessor pursuant to the terms of the Lease or give rise to any claim or cause of action by Lessee against Lessor, the same being hereby expressly waived by Lessee. Lessee's sole remedy for such failure shall be the equitable abatement of Lessee's parking rental fee.

- G. Lessee shall not assign or sublease any of the Spaces without the consent of Lessor. Lessor shall have the right to terminate this parking agreement with respect to any Spaces that Lessee desires to sublet or assign.
- H. Lessor may elect to provide parking cards or keys to control access to the Parking Area. In such event, Lessor shall provide Lessee with one card or key for each Space that Lessee is leasing hereunder, provided that Lessor shall have the right to require Lessee or its employees to place a deposit on such access cards or keys and to pay a fee for any lost or damaged cards or keys.
- I. Lessor hereby reserves the right to enter into a management agreement or lease with an entity for the Parking Area (“**Parking Area Operator**”). In such event, Lessee, upon request of Lessor, shall enter into a parking agreement with the Parking Area Operator and pay the Parking Area Operator the monthly charge established hereunder, and Lessor shall have no liability for claims arising through acts or omissions of the Parking Area Operator unless caused by Lessor’s gross negligence or willful misconduct. It is understood and agreed that the identity of the Parking Area Operator may change from time to time during the Term. In connection therewith, any parking lease or agreement entered into between Lessee and a Parking Area Operator shall be freely assignable by such Parking Area Operator or any successors thereto.



IN WITNESS WHEREOF, Lessor and Lessee have entered into this Exhibit as of the date first written above.

LESSOR

LESSEE

Cook Children’s Health Care System,
a Texas non-profit corporation

Tarrant County Hospital District
d/b/a JPS Hospital Network

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT "G"

WORK LETTER

(“Standard” Work Letter: Plans Not Yet Complete; Allowance)

This Exhibit is attached to and made a part of the *Lease* by and between **Cook Children’s Health Care System (“Lessor”)** and **Tarrant County Hospital District d/b/a JPS Health Network (“Lessee”)** for space in the Building to be constructed and located at **2800 Cherry Lane, Fort Worth, Tarrant County, Texas**.

As used in this Work Letter, the **“Leased Premises”** shall be deemed to mean the (i) Leased Premises, as initially defined in the attached Lease.

1. This Work Letter shall set forth the obligations of Lessor and Lessee with respect to the improvements to be performed in the Leased Premises for Lessee’s use. All improvements described in this Work Letter to be constructed in and upon the Leased Premises by Lessor are hereinafter referred to as the **“Lessor Work”**. It is agreed that construction of the Lessor Work will be completed at Lessee’s sole cost and expense, subject to the Allowance (as defined below). Lessor shall enter into a direct contract for the Lessor Work with a general contractor selected by Lessor. In addition, Lessor shall have the right to select and/or approve of any subcontractors used in connection with the Lessor Work.
2. Lessor shall be responsible for the preparation and submission to Lessee of the final architectural, electrical and mechanical construction drawings, plans and specifications (called **“Plans”**) necessary to construct the Lessor Work, and Lessor shall deliver the preliminary Plans to Lessee within thirty (30) days of the Effective Date of the Lease. Lessor and Lessee agree to work together on the design and layout for the Plans, and Lessee shall have the right to review and approve the Plans prior to submittal for a building permit, which such approval shall not be unreasonably withheld, conditioned, or delayed. Regardless of whether the layout and Plans are prepared by Lessor’s architect, Lessee shall be responsible for all elements of the design of Lessee’s plans for the Leased Premises (including, without limitation, compliance with law, functionality of design, the structural integrity of the design, the configuration of the Leased Premises and the placement of Lessee’s furniture, appliances and equipment), and Lessor’s preparation and approval of Lessee’s plans shall in no event relieve Lessee of the responsibility for such design. Lessee shall also be responsible for the design and construction costs to prepare such Plans and any other design costs incurred in connection therewith (**“Design Costs”**).
3. If Lessor’s estimate and/or the actual cost of Design Costs and the cost of the Lessor Work shall exceed the Allowance (such amounts exceeding the Allowance being herein referred to as the **“Excess Costs”**), Lessee shall be responsible for all such Excess Costs (including any excess Design Costs), plus any applicable state sales or use tax thereon. Lessor shall not be required to proceed with Lessor’s Work until the Allowance has been applied and Lessee has deposited full payment of all Excess Costs with Lessor in the form of cash, money order or cashier’s check. Any delay in the completion of Lessor’s Work due to a delay by Lessee in making such deposit shall be deemed a Lessee Delay. The statements of costs submitted to Lessor by Lessor’s contractors shall be conclusive for purposes of determining the actual cost of the items described therein. The amounts payable by Lessee hereunder constitute Rent payable pursuant to the Lease, and the failure to timely pay same constitutes an event of default under the Lease.
4. If Lessee shall request any change, addition or alteration in any of the Plans after approval by Lessor, Lessor shall have such revisions to the drawings prepared, and Lessee shall reimburse Lessor for the cost thereof, plus any applicable state sales or use tax thereon, upon demand. Promptly upon

completion of the revisions, Lessor shall notify Lessee in writing of the increased cost which will be chargeable to Lessee by reason of such change, addition or deletion. Lessee, within one (1) business day, shall notify Lessor in writing whether it desires to proceed with such change, addition or deletion. In the absence of such written authorization, Lessor shall have the option to continue the Lessor Work disregarding the requested change, addition or alteration, or Lessor may elect to discontinue the Lessor Work until it receives notice of Lessee's decision, in which event Lessee shall be responsible for any Lessee Delay in completion of the Leased Premises resulting therefrom.

5. Following approval of the Plans and the payment by Lessee of the required portion of the Excess Costs, if any, Lessor shall cause the Lessor Work to be constructed substantially in accordance with the approved Plans. Lessor shall notify Lessee of Substantial Completion of the Lessor Work.
6. Upon Substantial Completion of the Lessor Work, Lessor shall notify Lessee in writing and, within ten (10) business days of Lessee's receipt of such notice, Lessor and Lessee shall conduct a walk-through inspection of the Leased Premises and prepare a punch-list of known or apparent deficiencies or incomplete work to the Leased Premises required to be corrected or completed by Lessor pursuant to the Plans. Lessor, at Lessor's sole cost and expense, shall cause all punch-list items to be repaired or completed within thirty (30) days following the walk-through inspection.
7. Lessor, provided Lessee is not in default, agrees to provide Lessee with a Lessee improvement allowance (the "**Allowance**") in an amount not to exceed \$100.00 per rentable square foot of the Leased Premises to cover the Design Costs and the costs of the Lessor Work. If the Allowance shall not be sufficient to cover the Design Costs and the Lessor Work, Lessee shall pay the Excess Costs, plus any applicable state sales or use tax thereon, as prescribed in Section 4 above. Any portion of the Allowance which exceeds the cost of the Design Costs and the Lessor Work or is otherwise remaining after nine (9) months following Substantial Completion of the Lessor Work, shall accrue to the sole benefit of Lessor, it being agreed that Lessee shall not be entitled to any credit, offset, abatement or payment with respect thereto. **Lessor shall be entitled to deduct from the Allowance a construction management fee for Lessor's oversight of the Lessor Work in an amount equal to 5% of the total cost of the Lessor Work.**
8. This Exhibit shall not be deemed applicable to any additional space added to the Leased Premises at any time or from time to time, whether by any options under the Lease or otherwise, or to any portion of the original Leased Premises or any additions to the Leased Premises in the event of a renewal or extension of the original Term of the Lease, whether by any options under the Lease or otherwise, unless expressly so provided in the Lease or any amendment or supplement to the Lease.
9. As used herein, a "**Lessee Delay**" means each day of delay in the performance of the Lessor Work (or the Base Building Work as defined below) that occurs (a) because Lessee fails to timely furnish any information or deliver or approve any required documents, including fully completed and approved Plans, (b) because of any change by Lessee to the Plans, (c) because Lessee fails to attend any meeting with Lessor, the architect, any design professional, or any contractor, or their respective employees or representatives, as may be required or scheduled hereunder or otherwise necessary in connection with the preparation or completion of any construction documents, such as the Plans, or in connection with the performance of the Lessor Work, (d) because of any specification by Lessee of materials or installations in addition to or other than Lessor's Building-standard finish-out materials, or (e) because Lessee otherwise delays completion of the Lessor Work or the Base Building Work. Lessee shall be responsible for all costs, overages and other expenses caused by a Lessee Delay, payable in the same manner as Excess Costs described above. As used herein, the date of "**Substantial Completion,**" or the date that the Lessor Work or Base Building Work (as applicable) is "**Substantially Completed**" and any derivations thereof, shall mean the earlier of the date such work is substantially completed, or the date such work would have been substantially completed absent any Lessee Delays (as reasonably

determined by Lessor), in substantial accordance with the applicable plans. Substantial Completion shall have occurred even though minor details of construction, decoration, landscaping and mechanical adjustments remain to be completed by Lessor pursuant to the punch-list referenced above.

EXHIBIT "G-1"

BASE BUILDING CONDITION

1. **Approval of Building Renderings and Specifications.** Lessee and Lessor hereby approve (a) the renderings set forth in Schedule 1 attached to this Exhibit "G-1" (the "**Approved Renderings**"), (b) the base building specifications set forth on Schedule 2 1 attached to this Exhibit "G-1" (the "**Approved Specifications**"), and together with, the Approved Renderings, the "**Base Building Renderings and Specifications**"), and (c) the preliminary plans and specifications for the Building (the "**Base Building Plans**").
2. **Changes to Base Building Plans; Plan Checking.** Except for modifications that materially impact the Approved Renderings or cause the Approved Specifications not to be satisfied in any material respect (collectively, the "**Lessee Approval Items**"), the Base Building Plans may be modified without Lessee's prior written consent.
3. **Performance of Base Building Work.** The work required to be accomplished as shown on the Base Building Plans and the Base Building Renderings and Specifications is herein referred to as the "**Base Building Work**" and the improvements to be constructed pursuant thereto are herein referred to as the "**Base Building**". Lessor shall cause the Base Building to be constructed and the Base Building Work to be performed in a good and workmanlike manner in accordance with Base Building Plans and the Base Building Renderings and Specifications and in compliance with all Applicable Law.

SCHEDULE 1

APPROVED RENDERINGS

[To be attached.]

SCHEDULE 2
APPROVED SPECIFICATIONS

[To be inserted.]

SCHEDULE 3

BASE BUILDING PLANS

[To be attached.]

EXHIBIT "H"

ACCEPTANCE OF LEASED PREMISES MEMORANDUM

This Memorandum is executed on the ____ day of _____, 20____, between **Cook Children’s Health Care System**, as Lessor and **Tarrant County Hospital District d/b/a JPS Hospital Network**, as Lessee.

Lessor and Lessee hereby agree that:

1. Except for those items shown on the attached “punch list”, if any, Lessor has fully completed the Base Building Work and the Lessor Work required under the terms of the Lease.
2. The Leased Premises are tenantable, the Lessor has no further obligation for construction (except as specified above), and Lessee acknowledges that both the Building and the Leased Premises are satisfactory in all respects.
3. The Commencement Date of the Lease is hereby agreed to be the ____ day of _____, 20____.
4. The expiration date of the Lease is hereby agreed to be the ____ day of _____, 20____.

All other terms and conditions of the Lease are hereby ratified and acknowledged to be unchanged.

Agreed and executed this ____ day of _____, 20____.

LESSOR

LESSEE

Cook Children’s Health Care System,
a Texas non-profit corporation

Tarrant County Hospital District
d/b/a JPS Hospital Network

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____