John R. Jones Texas Bar No. 10919500 J.R. JONES LAW, PLLC 6026 Remson Hollow Ln. Katy, TX 77494 (281) 665-3851 Phone (832) 550-2528 Fax John@jrjoneslaw.com Attorneys for Creditor Central Bank of St. Louis

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION

IN RE:

\$ In Proceedings Under Chapter 11
NEIGHBORS LEGACY HOLDINGS, \$ Case No.18-33836 (MI)
INC., et al., \$ (Jointly Administered)
Debtors.

CREDITOR CENTRAL BANK OF ST. LOUIS'S AMENDED OBJECTION TO DEBTORS' PROPOSED CURE AMOUNTS (DOCKET NO. 236 AND 255)

COMES NOW Creditor Central Bank of St. Louis ("Central Bank"), by and through its undersigned counsel, and for its Amended Objection to Debtors' Proposed Cure Amounts (Doc. #236 and #255), states and alleges as follows:

- 1. On August 15, 2018 and August 17, 2018, Debtors filed their Notice [Doc. # 236] and Amended Notice [Doc. # 255] of Executory Contracts and Unexpired Leases Subject to Possible Assumption and Assignment and Proposed Cure Amounts. Contained therein are amounts Debtors believe are sufficient to cure any defaults under the potentially assumed executory contracts and unexpired leases.
- 2. On August 22, 2018, Central Bank filed its Limited Objection to Proposed Cure Amounts (Doc. #270) (the "Limited Objection"). This Amended Objection amends, supplements and replaces the Limited Objection.

- 3. Eight (8) of Central Bank's unexpired leases (the "Leases") were addressed in Debtors' Amended Notice of Executory Contracts and Unexpired Leases Subject to Possible Assumption and Assignment and Proposed Cure Amounts (the "Amended Notice").
- 4. The cure amounts for the Leases as set forth in the Amended Notice, however, significantly understate the amounts necessary to cure the Leases, as illustrated below:

	<u>Lease</u>	Central Bank's Cure Amount	Debtors' Proposed Cure Amount
41300111-1	NEC HARLINGEN EMERGENCY CENTER, LP	\$ 127,612.01	\$ 65,816.00
41325209-1	NEC MCALLEN EMERGENCY CENTER LP	\$ 128,294.62	\$ 65,816.00
41261960-1	NEC ODESSA EMERGENCY CENTER, LP	\$ 113,035.43	\$ 65,816.00
41300096-1	NEC AMARILLO EMERGENCY CENTER, LP	\$ 122,747.44	\$ 65,816.00
41325206-1	NEC BROWNSVILLE EMERGENCY CENTER LP	\$ 123,432.03	\$ 65,816.00
41404494-1	NEIGHBORS GLOBAL HOLDINGS, LLC (Bellaire)	\$ 144,828.54	\$ 0.00
41325204-1	NEC PORTER EMERGENCY CENTER LP	\$ 118,567.46	\$ 0.00
41404518-1	NEIGHBORS GLOBAL HOLDINGS, LLC (Texarkana)	\$ 138,921.68	\$ 65,816.00

A true and correct copy of Central Bank's cure calculations for each of the Leases together with the underlying unexpired lease agreements are attached hereto and incorporated herein by reference as Central Bank's **Exhibits "1" – "9"**.

- 5. Central Bank's efforts to resolve the above-mentioned cure amount discrepancies with Debtors' restructuring agent have been unsuccessful.
- 6. Central Bank does not object to the assumption and assignment of the Leases provided that all defaults under the Leases are fully cured as required by Section 365 of the Bankruptcy Code and provided any successful bidder offers adequate assurance of future performance.
- 7. Based on the foregoing, Central Bank respectfully objects to Debtors' cure amounts for the Leases as set forth in the Amended Notice and requests that the Leases be cured in the amounts as set forth in the Exhibit "1" attached hereto and incorporated herein by reference.

WHEREFORE Central Bank respectfully prays this Court approve the Debtors' request to assume and assign the Leases and declare the cure amounts for the Leases to be those as set forth in the attached Exhibit "1", and for such other and further relief as is just and proper under the law and circumstances.

Dated: August 23, 2018

Respectfully submitted,

J.R. JONES LAW, PLLC 6026 Remson Hollow Ln. Katy, TX 77494 (281) 665-3851 Phone (832) 550-2528 Fax John@jrjoneslaw.com

By:/s/ John R. Jones
John R. Jones
Texas Bar No. 10919500
Attorney for Creditor Central Bank of St. Louis

CERTIFICATE OF SERVICE

I also hereby certify that on August 23, 2018, a true and correct copy of the foregoing was served via ECF to the parties upon all registered ECF users authorized to receive electronic notice, and/or by first class mail including the Debtor, Debtor's counsel and trustee, if appointed.

/s/ John R. Jones John R. Jones

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Contract #	Customer Name	tal Remaining lyments Cash	Remaining Payment Count	ntral Bank's Principal Balance	Payment Amount	Past Due Paymetnts as of 8/23/18	Pa 8/23	otal Past Due ayments as of 3/18/Amount To Make Current	inclu	I Late Charge uding months fter default	rued Interest	neys' Fees d Costs	re Costs Due Per Contract
41300111-1	NEC HARLINGEN EMERGENCY CENTER, LP	\$ 193,800.00	51	\$ 179,837.84	\$ 3,800.00	19	\$	72,200.00	\$	7,220.00	\$ 37,586.11	\$ 10,605.90	\$ 127,612.01
41325209-1	NEC MCALLEN EMERGENCY CENTER LP	\$ 197,600.00	52	\$ 183,103.90	\$ 3,800.00	19	\$	72,200.00	\$	7,220.00	\$ 38,268.72	\$ 10,605.90	\$ 128,294.62
41261960-1	NEC ODESSA EMERGENCY CENTER, LP	\$ 160,115.37	47	\$ 149,422.46	\$ 3,406.71	19	\$	64,727.49	\$	6,472.75	\$ 31,229.29	\$ 10,605.90	\$ 113,035.43
41300096-1	NEC AMARILLO EMERGENCY CENTER, LP	\$ 190,000.00	50	\$ 176,562.37	\$ 3,800.00	18	\$	68,400.00	\$	6,840.00	\$ 36,901.54	\$ 10,605.90	\$ 122,747.44
41325206-1	NEC BROWNSVILLE EMERGENCY CENTER LP	\$ 193,800.00	51	\$ 179,837.95	\$ 3,800.00	18	\$	68,400.00	\$	6,840.00	\$ 37,586.13	\$ 10,605.90	\$ 123,432.03
41404494-1	NEIGHBORS GLOBAL HOLDINGS, LLC (Bellaire)	\$ 255,470.88	56	\$ 234,036.41	\$ 4,561.98	17	\$	77,553.66	\$	7,755.37	\$ 48,913.61	\$ 10,605.90	\$ 144,828.54
41325204-1	NEC PORTER EMERGENCY CENTER LP	\$ 190,000.00	50	\$ 176,562.48	\$ 3,800.00	17	\$	64,600.00	\$	6,460.00	\$ 36,901.56	\$ 10,605.90	\$ 118,567.46
41404518-1	NEIGHBORS GLOBAL HOLDINGS, LLC (Texarkana)	\$ 250,487.47	55	\$ 229,784.36	\$ 4,561.98	16	\$	72,991.68	\$	7,299.17	\$ 48,024.93	\$ 10,605.90	\$ 138,921.68
		\$ 1,631,273.72		\$ 1,509,147.77			\$ As of	561,072.83 August 23, 2018	\$	56,107.28	\$ 315,411.88		\$ 1,017,439.20

EQUIPMENT SCHEDULE (Cost Per Copy) To Master Equipment Lease Agreement

Please fax a signed copy to 1-866-329-8796



Master Equipment Lease Agreement Number: 41261960 Dated: September 14, 2015 Equipment Schedule Number: 41300111 Dated: January 14, 2016

Lessor: All Points Solution, dba 3l International

Lessee: Neighbors Legacy Holdings, Inc. fka Neighbors Health System, Inc.

Lessee Federal Tax ID Number: XXXXXXX

Co-Lessee: Neighbors Health System, LLC

Co-Lessee Federal Tax ID Number: XXXXXX Co-Lessee: NEC Harlingen Emergency Center, LP

Co-Lessee Federal Tax ID Number: XXXXX

This Equipment Schedule is entered into pursuant to the Master Equipment Lease Agreement identified above (the "Master Lease"). All of the terms and conditions of the Master Lease are incorporated herein and made a part hereof, along with any Supplemental Terms annexed to this Equipment Schedule. For the avoidance of doubt, the Co-Lessee referenced above hereby agrees with all of the terms and conditions of the Master Lease and is made a signatory thereon by signing this Equipment Schedule. This Equipment Schedule, any Supplemental Terms annexed hereto and the Master Lease as it relates to this Equipment Schedule are hereinafter collectively referred to as the "Lesse." Lessor and Lessees hereby agree that the terms and conditions of this Equipment Schedule shall have priority and govern in the event of any conflicts with the terms and conditions of the Master Lease. Lessee and Co-Lessee (collectively referred to as "Lessee") shall be jointly and severally liable for all obligations under this Lease.

MAINTENANCE AND SUPPLIES: The charges established by the Lease include payment for the use of the designated equipment, and may also include accessories and maintenance (during normal business hours) pursuant to a separate arrangement between Lessee and the supplier of such accessories and maintenance. Paper must be separately purchased by Lessee. If necessary, the service and supply portion of the Lease may be assigned.

OVERAGES, COST ADJUSTMENTS, USAGE AND BILLING: Lessee agrees to comply with any billing procedures designated by Lessor, including notifying Lessor of the meter reading at the end of each month. At the end of the first year of the Lease and once each successive twelve month period, We may increase the Rent and the Overage copy Charge by a maximum of not greater than 15% of the existing charge. Lessee may not carry over any credits in any month in which Lessee makes fewer copies than the copy allowance per month.

EQUIPMENT AND LEASE INFORMATION: Supplier Phone Number Supplier Name ("SUPPLIER") SUPPLIER All Points Solutions, Inc. DBA 3i International INFORMATION 832-494-1412 Street Address/City/State/Zip 10100 West Sam Houston Pkwy S # 340, Houston, TX, 77027 Equipment Description EQUIPMENT Serial Number Quantity DESCRIPTION See Altached Schedule EQUIPMENT Street Address/City/County/State/Zip LOCATION 1725 N Ed Carey, Harlingen, TX,78550 RENTAL AMOUNT TERM AND LEASE TERM PAYMENT SCHEDULE \$ 3800 (plus applicable Term in Months 63 taxes) Rental Payment Period is Monthly Unless Otherwise Indicated Copy Allowance: Overage Copy Charge: B/W copy: N/A Color copy: N/A BIW copy: NIA Color copy: N/A Other: Nil Scan: NA Scan: NA Other: N/A Monthly Semi-Annual Annual Meter Frequency: Quarterly

[SIGNATURE PAGE FOLLOWS]

BUT THE SOLUTION, INC. DEA 31 INTERNATIONAL	NEIGHBORS LEGACY HOLDINGS, IND. TRA NEIGHBORS HEALTH SYSTEM, INC. By:
	(Must Be Signed by Authorized Corporate Officer, Partner or Proprieto
Name Dara Rapillo	Name: TUHY Orghor
Title: Senior Account Manager	Title: CFV
CO-LESSEE: NEIGHBORS HEALTH SYSTEM, ALC	CO-LESSEE: NEC HARLINGEN EMERGENCY CENTER, LP By: NEIGHBORS CP, LLCO'S Societal Partner"
By: (Must Be Signed by Authorized Corporate Official, Partner or Proprietor)	By: (Musi Be Signed by Adborized Corporate Officer, Partner or Proprietor
Name: TOHO DELKON	Name: TOW WELKOW
Title: CFO	Title: CF

Neighbors Health System, Inc. NEC Harlingen Emergency Center, LP Lease#41300111

Schedule A

2		A	Paralli	Locatien	Add ress
Product ID	Description	Quantity	Ser a∦	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
T5D-01575	Microsoft Office 2013 Home & Business 32/64-bit - 1 Machine - Office Tool - PC - English	10 1		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
100-505850	Sapphire AN/D FirePro 2460 - Graphics card	2		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
0847383	Lenovo - Tiny Sandwich Kit - System Mounting Bracket	1		NEC'Harlingen Emergency Center, LP	1725 N. Sd Carey, Harlingen, TX 78550
950-000764	Logitech HD Pro Webcam C920 - Web comera	1		NEC Harlingen Emergency Center, LP	1725 N. 5d Carey, Harlingen, TX 78550
920-003070	agitech Wheless Touch Keyboard KADC - Keyboard			NEC Harlingen Emergency Center, LP	1725 M. & Carey, Harlingen, TX 78550
10-FLX2-200-VO P	Revolabs FLX2 Wireless VOIP Confrence Phone	1 8	MUDBETXH	NEC Harringen Emergency Center, LP	1725 N. Sc Carey, Harlingen, TX 78550
1080001NUS	Lenovo - PrinkCentra M737, is-45905	a	VIJ83ETXI	MEC SOURSELL SHEIRERS CONCOR, ST	Tith it to one! Hallifeld it tones
			MJOSETXK		
			MJQAETXL		
			MJOSETTS		
			MJOSETTE		
			Whosella		
			MIGBETTY		
5WS2082058	Lenovo «ePac Onsite Warranty 4 yrs Parts/Labor	\$		NEC Harlingen Emergency Center, LP	1725 N. Sd Carey, Hartingen, TX 18550
5WS0080905	Lenovo + TooSeller ePzc Priority Support 4 years	8		MEC Harringen Emergency Center, LP	1725 N. Ed Carey, Harlingon, TX 78550
20DF2030US	Lenovo - ThinkPad #550 15.6 15 458 500 GB	1	PROCYMER	NEC Harlingen Emergency Certer, LP	1725 N. Ed Carey, Harlingen, TX 78550
5WS0F63226	Lenovo - TopSeller ePac Priority Support 4 years	1		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
5WS0F63194	Lenovo «ePac Orsine Warranty 4 yrs Parts/Labor	1		NEC Harlingen Emergency Contor, LP	1725 N. Ed Carey, Harlingen, TX 78550
10ALOODXUS	.erovo - ThinkCentre M83 i5-4590	1	MIO3ATD4	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
5W50080913	Lenovo - ∈Pac Cosite 'Marrantiy 4 yrs Parts/Raber + Tech Install CRU	1		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78553
10AB0010U5	_encino - ThinkCentre M93p 19AB - Tiny desktop Core iS 4570T/2.9 GHz	.2	MECDISEV	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
			MIG00JSG B		
5WS0080913	Lenovo - ePac Chaite Warranty 4 yrs Parts/Labor + Tech Install CRU	2		NEC Harlingen Emergency Center, .P	1725 N. Ed Carey, Harlingen, TX 78550
2081001415	Lerxovo - TrinkPad X140e	1	PC058X90	NEC Harlingen Emergency Corter, .P	1725 N. Ed Carey, Harlingen, TX 78550
5VVSDF63204	Lenovo - ePac Onsite Warranty 4 yra Parts/Labor	1		NEC Harlingen Emergency Center,P	1725 N. Ed Carey, Harringen, TX 78550
5WS0F63227	Lenovo - TopSeller ePac Priority Support 4 years	1		MEC Harbingen Emergency Center, LP	1729 N. Ed Carey, Harlingen, TX 78550
VE198"L	45U5 VE198T1 - IED monitor - 191 - 1440 × 900	1		NEC Harlingen Emergency Certer. LP	1725 N. Ed Carey, Harringen, TX 78550
U2413	Dell UltraSharp U2413 - LED mositor - 24" - 1920 x 1208	1		MEC Harlingen Emergency Center, LP	1725 N, 3d Carey, Hartingen, TX 78550
UM.BV6AA,003	Acer V 1761 bm - L50 monitor - 17" - 1280 x 1024	1		NEC Harlingen Emerger cy Center, LP	1725 N. Ed Carey, Hartingers, TX 78550
ASA5506-SEC-BUIN-K9	Cisco ASA 5506-X with FireFOWER Services - Security appliance - 8 ports bundled with license	2		NEC Harlingen Emergency Center, LP	1725 N. Ed Corey, Harlingen, TX 78550
5RW2048-K9-NA	Cisco SG300-52 Layer 3 Switch - 52 Forts - Manageable - 2 x Expansion Slots	3		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Hartingen, TX 18550
AIR-CT2504-5-K9	Osco 2504 Wireless Controller - Network management device - 4 corts - 5 access points	1		NEC Harlingen Emergency Center, LP	1725 M. Ed Carey, Harlingen, TX 78550
AHR-CAP16021-A-K9	Cisco Aironet 1602 Controller-based - Wireless actess point - 802.11a/b/g/r: - Dual Band	3		NEC Harlingen Emergency Center, LP	1725 N. Ec Carey, Harlingen, TX 78550
SG300-10MPP-K9-NA	Clado Small Business 53300-16MPP - Switch - L3 - managed - 8 x 10/100/1000 (PoE-)	1		NEC Harlingen Emergency Center, LP	1725 N. Ec Carey, Harlingen, TX 78550
WS-C3560CX-8TC-5	Cisco Catalyst 5560-CX 8 Port Data IP	2		NEC Harlingen Emergency Center, IP	1725 N. Ec Carey, Harlingen, TX 78550
AIR-CT2504-RMNT	Claco 2504 Wireless Controller Rack Wount Bracket	1		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
CON-SNTP-ASASSDK9	5WARTnet 24x7x4	2 5		NEC Harlingen Emergancy Center, LP	1725 N. Se Carey, Harlinger, TX 78550 1725 N. Se Carey, Harlinger, TX 78550
CON-SNTP-SRW004NA	5MARTnet 24x7x4	-		MEC Harkingen Emergency Center, :P	1725 N. Ed Carey, Harlingen, TX 78550
CON-SNTP-CT255	SMARTnet 24x7x4	1		NEC Harlingen Emergency Center, IP	1725 N. Ed Carey, Harlingen, TX 78550
CON-SNTP-C1602 A	SMARTnet 24x7x4	5		NEC Harlingen Emergency Carket, LP NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
CON-SNTP-SGB011NA	5MARTne: 24/7K4	1 7		NEC Harlinger Entergency Center, LF	1725 N. Ed Carey, Harlingen, TX 78950
CON-SNTP-WSC38TC5	SMARTnet 247744	i		NEC Harringer: Emergency Center, EP	1725 N. Ed Carey, Harlingen, TX 78550
PDUMH15 N251-048	Tripp Lite Single-Phase Metered PDU - Hor zontal rackmount Tripp Lite Rackmount Cat6 110 Patch Pane S688 RM5 Ethernet - Patch panel - 48 ports	1		NEC Harringer, Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
5MART22C0RMX,2Li	Tripp Lite SmartPro - UPS - AC L20 V - 1.97 kW - 2200 VA - RS-232, USB - 8 out out connectors	1		NEC Harringen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
9P4SV24-2U	Tripp Lite External Battery Pack - UPS battery - 20:	i		NEC Harlinger Emergency Center, IP	1725 N. Ed Carey, Harlingen, TX 78550
CARSCREWSMS	Cabinet screws and nots pack of 50 MF mounting screws	à		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingers, TX 78550
RKLCDBK7	Star Fech com Universal Swive VESA LCD Monitor Mounting Bracket for 19In Rack or Cabinet - Bracket for LC	1		NEC Harlingen Emergancy Center, LP	1725 N. Eo Carey, Harlingon, TX 78550
5V431USBAE	StarTech.com 4 Pcm Rack Mountable USB KVM Switch with Audio & ESB Hut	1		NEC Harlingan Emergency Center, LP	1725 N. Ec Carey, Harlingen, TX 78550
5V451RACK	StarTech.com 1U Rack Mount Brackets for KVM Switch (5/431 Series)	1		NEC Harlingan Emergency Center, LP	L725 N. Ec Carey, Harlingen, TX 78550

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SVUSBZN1_6 HHCM-1	StarTach.com 2-in-1 USB KVM Cable - Keyboard / video / mouse / USB cable Wilodie Astarate RHCM-1 - Rack cable management kit (horigontal) - Black powder coat			
	IN STOCK MENTALS CLUCIALLY - MARK CARIN LIBERT MARKSHIPS IN MILE (1908 KANIS) - STREET HAMMAN (1908)	4	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlinge 1, TX 78558
H-CM-2	Middle Atlantic HHCM-2 - Rack cable management kit (horizonta) - Black powder soat	1	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlinge v, TX 78550
VS1818T	A7EN VS1818T HDMI Over Single Cat 5 Splitter - Video/audio extender - 8 ports	4	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78558
VE812R	ATEN VanCryst VE812R HDWI Over Single Cat 5 Receiver - Video/audio extender	32	NEC Harlings a Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
A3L980 D7-PUR-5	Belkin Cato Patch Cable 71 - Purple	12	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, "X 78550
A3L960-01-PUR	Belkin Caté Patch Cable 1' - Purple	3	NEC Harlingen Emergency Center, L2	1725 N. Ed Carey, Harlingen, TX 78850
ABL950-05-ORG-S	Belkin Caté Patch Cable 5' - Orange	3	NEC Harlinger Emergency Center, LP	1725 N. Ed Carey, Harringen, TX 78550
A9L980514-R5D-5	Belkin Caté Patch Cable 141 Red	2	NEC Harlinger Emergency Center, LP	1725 N, Ed Carey, Harlingen, TX 78550
A9L980807-RED-5	Belkin Caté Patch Cable 7' - Red	1	NEC Harlinger Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
8965US1	APC Rack-UPS 650 - UPS - AC 120 V - 390 Watt - 650 VA - USB - 8 output connector(s)	g	NEC Harlingen Emergency Center, L ^p	1725 N. Ed Carey, Harlingen, TX 78580
8R1500G	APC Back-UPS Pro 1500 - UPS - AC 120 V - 665 Watt - 1500 VA - 10 output consector(s)	2	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 79550
54326	C2G DisplayPort Male to HD Male Adapter Cable - DisplayPort cable	3	NEC Harlingen Emergency Center, L9	1725 N. Ed Carey, Harlingen, TX 78558
54301	C26 Mini DisplayPort to DisplayPort Adapter Cable - DisplayPort cable - Mini	2	NEC Harlingen Emergency Center, L9	1725 N. Ed Carey, Harlinger, TX 78558
\$ 6 782	C26 High Speed HDMI Cable with Ethernet - Video / audig / network cable - HDMI	28	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlinger, TX 78550
VSZ38I4P	ASUS VS238H-P - LED monitor - 23" - 1920 x 1888 Full HD	16	NEC Harlingen Emergency Center, L2	1725 N. Ed Carey, Harlinger, "X 78550
E32-C1	VIZIO E32-C1 - 32" Class (31.5" viewable (- 8 Series 150 TV - 5mart TV - 1080o	6	NEC Harlinger Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
E40-C2	VIZIC E40-C2 - 40" - E Series LED TV - Smart TV - 1080p (FullH0)	3	NEC Harlinger, Emergency Center, LP	1725 M. Ed Carey, Harlingen, TX 78550
E50-C1	VIZIC E50-C; - 50" - E Series :E0 TV - Smart TV	2	MEC Harkingen Emergency Center, LP	L725 M. Ed Carey, Harlingen, TX 78550
90340	VELCRO One Wrap ro. 12"x 3/4"	10	NEC Harángen Emergency Center, LP	1725 Nr. Ed Carey, Harlingen, TX 78550
9:372	VECRS One Wipproi 30'x 11/2"	3	NEC Harlingen Emergency Center, L9	1725 N. Ed Carey, Harlingen, TX 78550
50111976296	3M Dual Lock Reclosable Fastener TB3550 250/250 Black, 1 in x 10 ft	3	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
801572	Everbit #6 x 1" Flat Head Philips 100 pieces	1	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 79550
801352	Everbit #5 x 1/2" Flat Head Phillips Drive 100	4	NEC Harlingen Emergency Center, 19	1725 N. Ed Carey, Harlingen, TX 78550
25316	EZ Anchor Stud Solver #7 x 1 1/4" Phillips Drive Dry Well Anchor QTY = 50	1	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlinger, TX 78550
CT-145-9K	Nippon Labs CT-14S-BK 14-Inch Standard Cable Ties, Black 100-2-eces/Bag	1	NEC Harlingan Emergency Center, LF	1725 N, Ed Carey, Harlingen, TX 78550
SRSHELF2POP	Tripp Line Rackmount she f	1	NEC Harlinger, Emergency Center, LF	1725 M. Ed Carey, Harringen, TX 78550
ACK-730U8	Adesso Easy Touch 730 Keyboard - Rackmount	t	NEC Harlingen Emergency Center, LP	1725 V. Ed Carey, Harringen, TX 78550
7D2	Middle Atlantic 1 Space Heavy Duty Rack Shelf	1	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
Document Management	Cocument Management - M-Files	10	NEC Harlingen Emergency Center, LP	1725 M. Ed Carey, Harlingen, TX 78550
Professional Services	Professional Services/Document Management	1.0	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, 7X 78550

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Syr:	 	 	

DELIVERY AND ACCEPTANCE CERTIFICATE

Please fax completed and signed D&A Certificate to 1-866-329-8795 Questions or need assistance? Call 1-868-551-8795

LEASE OR GPC RENTAL OR COPY RENTAL OR INSTALLMENT PAYMENT AGREEMENT NUMBER: 41300111

On behalf of Neighbors Health System, Inc. - Co-Lessee: NEC Harlingen Emergency Center, LP ("Lessee/Customer"), I hereby certify that all of the equipment and other property (the "Equipment") referred to in the above referenced Agreement (the "Agreement") with All Points Solutions, Inc. ("Lessor/Owner") has been delivered, inspected and is accepted for all purposes of the Agreement.

I acknowledge that Lessor/Owner is not the supplier of the Equipment but is only providing the financing for the Equipment.

ACCORDINGLY, I AUTHORIZE LESSOR/OWNER TO PURCHASE THE EQUIPMENT AND COMMENCE BILLING UNDER THE AGREEMENT.

DO NOT SIGN THIS DELIVERY AND ACCEPTANCE CERTIFICATE UNTIL YOU HAVE RECEIVED THE EQUIPMENT.

Lessee/Ensterner Signature	For Lessor/Owner Use Only (if applicable)
BY John Decker	Name of person verifying Delivery & Acceptance of Equipment
PRINT NAME CFO	Signature of Employee who made telephone verification
PRINT TITLE 713-436-5200 TELEPHONE NUMBER	Date of Telephone Verification
1 (5 / 2016 DATE	

MASTER EQUIPMENT LEASE AGREEMENT

do

in larger or innovation or equal a

50 Briar Hollow, Suite 600, Houston, TX 77027

Please fax completed Agreement to 1-866-329-8795; Questions or need assistance? Call 1-866-551-8795

<u>(1000)(1), 11, 29, 30 anisid</u>	Lessee Name Neighbors Health System Inc.	Federal Tay In Number
LESSEE INFORMATION	Headquarters Street Address/City/County/State/Zip 11200 Broadway Ste. 2320 Pearland TX 77564	
	Lease Number 111211960	Lessee Phone Number 713 436 9600

This MASTER EQUIPMENT LEASE AGREEMENT ("Master Lease") is made this September 14. 20 15 by and between 3i International ("Lessor") and the Lessee referenced above ("Lessee"). The parties agree as follows;

- 1. MASTER LEASE. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment, software, fixtures, personal properly and/or other property described in each schedule ("Equipment Schedule") from time to time signed by Lessor and Lessee that incorporates this Master Lease by reference (such property together with all replacements, repairs, additions and accessions thereto being referred to herein as the "Equipment"). Each Equipment Schedule that incorporates this Master Lease is sometimes hereinafter referred to as a "Lease." Each Lease shall constitute an agreement separate and distinct from this Master Lease and any other Lease. In the event of a conflict between the terms and conditions of an Equipment Schedule and the terms and conditions of this Master Lease, the terms and conditions of the Equipment Schedule shall govern, but only with respect to the corresponding Lease.
- 2. TERM. The obligations of the parties shall commence upon the full execution of this Master Lease and shall continue until each party has satisfied their respective obligations in this Master Lease and under each Lease. The "Lease Term" for each Lease shall commence on the date Lessee accepts the Equipment by executing a Delivery and Acceptance Certificate ("Commencement Date") and, unless terminated earlier as provided in the Lease, shall continue for the number of months specified in the Equipment Schedule from the first Rental Due Date (as defined below). If the Equipment Schedule provides for a Renewal Option, the Lease Term shall include any Renewal Term(s) selected by the Lessee and/or any other extension as provided in the Lease.
- 3. RENT; ADJUSTMENTS. Lessee agrees to pay Lessor rent for the Equipment, in the amount specified in the Equipment Schedule ("Rent"), due and payable on each Rental Due Date during the Lease Term without notice or demand, and any other charges, advances or reimbursements due Lessor pursuant to the Lease, due upon demand by Lessor from time to time. Lessee further agrees to pay Lessor, on the first Rental Due Date, Interim rent for any partial first month during the Lease Term in an amount equal to 1/30th of the Rent for each day from and including the Commencement Date to and excluding the first Rental Due Date. The first Rent payment is due on or before the Commencement Date, as invoiced by Lessor, unless the Equipment Schedule is specified that zero (0) advance payments are due, in which case the first Rent payment will be due on the date specified by Lessor in the month following the Commencement Date, and the remaining Rent payments will be due on the same day of each subsequent month. Lessee authorizes Lessor to adjust the Rent payment up or down by not more than 15% if the total amount paid by Lessor for the purchase, delivery and installation of the Equipment, including any trade-up and buyout amounts (the "Total Cash Price") differs from the originally estimated and documented price thereof. Lessee further authorizes Lessor to increase the Rent payment if the Commencement Date occurs after the date Lessor approved Lessee's application for the relevant Lease, to reflect any increase (i) from the date of such approval and (ii) to the Commencement Date in the interest rate swaps ("Swaps Rate") that most-closely approximates the term of such Lease (determined as of the last day in the week ending prior to each of such
- dates). The Swaps Rate is published in the Federal Reserve Statistical H.15 and can be release http://www.federalreserve.gov/releases/h15/undate/. The Rent payment will be a fixed amount for the term of the Lease. All Rent shall be payable to Lessor and delivered to Lessor's office or such other place as Lessor may designate in writing at any time. An advance Rent payment shall be applied as the first Rent payment under the Lease. If more than one Rent payment is made by Lessee in advance, the second (and any other advance Rent payment) shall be applied to rental payments scheduled under the Lease in inverse order of maturity Should Lessee fail to pay any part of any Rent within 3 days of its due date. Lessor shall (a) impose a late charge equal to 10% of the amount of the late payment or \$20, whichever is greater, and (b) commencing 30 days after any such payment is due under the Lease, assess interest on such delinquent payment until paid at the rate of 1,5% per month. However, if such late charge and/or interest exceeds the maximum amount of interest permitted by applicable law, such excess shall be reduced to the maximum rate permitted by law. IF THE LEASE IS REPLACING AN EXISTING LEASE, THE NEW RENT PAYMENT WILL INCLUDE THE BALANCE OF THAT LEASE AND RESULT IN A GREATER AGGREGATE COST TO LESSEE.
- 4. NET LEASE; RENT PAYMENTS ABSOLUTE. Each Lease is a net lease and Lessee's obligations to pay Rent in full when due are absolute and unconditional and shall not be subject to any abatement, reduction, set off, counterclaim, recoupment, defense or other right which Lessee may have or assert egainst Lessor, the supplier of the Equipment or any other person or entity.
- 5. DELIVERY AND INSTALLATION. Lessee will select the Equipment to meet its specifications and, in reliance thereon, Lessor will order such Equipment from the supplier(s) specified by Lessee or, if Lessee has previously entered into a purchase order or supply contract, such purchase order or supply contract shall be deemed assigned to Lessor upon execution of the relevant Equipment Schedule. Upon delivery and acceptance by Lessee of the Equipment designated in an Equipment Schedule, Lessee will execute and deliver to Lessor a Delivery and Acceptance Certificate. Lessee shall make all delivery arrangements with each supplier and, at Lessee's expense, will pay all transportation, packing, taxes, duties, installation, testing and other charges in connection with the delivery, installation and acceptance of the Equipment. Lessor shall have no liability to Lessee for delivery delays or failure of the supplier to deliver goods meeting the purchase order specifications. Lessee is hereby authorized to act as Lessor's agent in inspecting, accepting and rejecting delivery of Equipment. provided that all claims asserted by any supplier by reason of Lessee's rejection of any goods shall be Lessee's sole responsibility to defend, resolve and pay
- see's application for the the date of such approval terest rate swaps ("Swaps e term of such Lease defined provided by any manufacturer or supplier of the Equipment, and is not the agent of any such manufacturer or supplier. No representation or promise made by any manufacturer or supplier of the Equipment will be provided prior to each of such deemed made by or binding upon Lessor LESSOR MAKES NO All Points Solution, inc. dos 31 International Master Equipment Lease Agreement Office Products V13 01D12012

EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT. INCLUDING BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; THE DESIGN OR CONDITION OF THE EQUIPMENT; THE QUALITY, CAPACITY OR SUITABILITY OF THE EQUIPMENT; COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; PATENT OR COPYRIGHT INFRINGEMENT; DR LATENT DEFECTS, IT BEING AGREED THAT THE EQUIPMENT IS LEASED "AS IS" AND THAT ALL SUCH RISKS, AS BETWEEN LESSOR AND LESSEE, ARE TO BE BORNE BY LESSEE AT ITS SOLE RISK AND EXPENSE. Lessor will have no liability to Lessee or third parties for any direct, indirect, special or consequential damages of any kind or nature arising out of this Master Lease, any Lease, or in connection with the Equipment

- 7. ASSIGNMENT OF WARRANTY RIGHTS. Lessor hereby assigns to Lessee, for the Lease Term, any manufacturer's and/or supplier's warranties with respect to the Equipment and, provided no Default has occurred and remains uncured, Lessee is hereby authorized to enforce such warranties, in its name, at Lessee's sole expense.
- 8. TITLE, Title to the Equipment shall remain solely with Lessor. No right, title or interest in or to the Equipment shall pass to Lessee other than the right to possess and use the Equipment for the Lease Term and such transfer is conditioned upon Lessee's compliance with the terms and conditions of the Lease. Lesses, at its expense, will defend Lessor's title to the Equipment and will keep the Equipment free from all claims, liens, encumbrances and legal processes of Lessee's creditors and other parties, except for those claims created by or through Lesson At Lessor's request, Lessoe shall affix identification plates or markings to the Equipment clearly indicating Lessor's ownership If any Lease is deemed to be a lease intended for security, to secure Lessee's obligations under such Lease and under all other indebtedness at any lime owing by Lessee to Lessor, Lessee grants to Lessor a first priority security Interest in the Equipment subject to such Lease and any and all proceeds from the use, rental or sale of such Equipment LESSEE IRREVOCABLY AUTHORIZES LESSOR TO FILE A COPY OF THIS LEASE AND/OR ANY OTHER DOCUMENT AS A FINANCING STATEMENT AND APPOINT LESSOR OR ITS DESIGNEE AS LESSEE'S ATTORNEY-IN-FACT TO EXECUTE AND FILE ON LESSEE'S BEHALF, IF REQUIRED, SUCH FINANCING STATEMENTS COVERING THE EQUIPMENT AS LESSOR MAY DEEM NECESSARY AND REIMBURSE LESSOR FOR COST OF SUCH FILINGS AND LIEN SEARCHES
- 9. PERSONAL PROPERTY. All items of Equipment shall at all times be and remain personal property notwithstanding that any such Equipment may now or hereafter be affixed to really. Lessee, at its expense, shall obtain all such waivers as Lessor may reasonably require to assure Lessor's title and interest in access to and right to remove the Equipment.
- 18. USE, LOCATION AND INSPECTION OF EQUIPMENT. So long as Lessee is not in Default under the Lesse, Lessee shall be entitled to possess and use the Equipment for its business purposes in conformity with all applicable laws, ordinances, regulations, the requirements of all applicable insurance policies and of any applicable manufacturer's or supplier's warranties. Lessee shall bear all costs in connection with the operation and maintenance of the Equipment. The Equipment shall be delivered, at Lessee's direction and responsibility, to the location specified in the Equipment Schedule and shall not thereafter be removed from such location without the advance written consent of Lessor. Lessor shall have the right from time to time during Lessee's normal business hours to enter upon Lessee's premises or elsewhere for the purpose of confirming the existence, condition or proper maintenance of the Equipment. Lessee shall not, except with Lessor's prior written consent, part with possession or control of the Equipment or dispose of or encumber any interest in the Equipment or under the Lesse.
- 11. TAXES AND FEES. Lessee will pay all excise taxes, sales and use taxes, personal property texes, and all other taxes and charges which may be imposed by any governmental entity during the term of this

Lease, arising from the use, acquisition, ownership or leasing of the Equipment, whether due before or after termination of the Lease Lesses will reimburse Lessor for all administrative costs associated with the preparation, filling, payment, and other costs necessary to properly administer taxes associated with the Equipment. Where required by law, Lessor will file the personal property tax returns with respect to the Equipment, and Lesses shall pay Lessor in advance, and at the time(s) Lessor requires, the taxes that Lessor anticipates will be due during the year.

- 12. RISK OF LOSS. Lessee is responsible for any loss, theft or destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to Lessor at the end of this Lesse. Lessee is required to make all Rent Payments even if there is a Loss. Lessee must notify Lessor in writing immediately of any Loss. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification. (b) replace such Equipment with like equipment in good repair, condition and working order acceptable to Lessor, with clear little to such replacement equipment vested in Lessor, or (c) pay Lessor the amounts specified in Section 19 below
- 13. MAINTENANCE, REPAIRS AND ALTERATIONS. Lessee shall, at its expense, keep all of the Equipment in good repair, condition and working order and shall furnish all required parts and servicing so that the value and condition of the Equipment will be maintained and preserved, reasonable wear and tear excepted. Lessee shall not without the written approvel of Lessor, make any alterations or modifications to the Equipment except for upgrades that do not impair the value, utility or marketability of the Equipment. All such alterations, modifications or upgrades will become part of the Equipment and Lessor's property, without charge, free of any liens or encumbrances. Lessee shall keep software that is part of any Equipment current with all updates, revisions, upgrades and maintenance fixes, whether obtained from the supplier, licensor or any other source.
- 14. INSURANCE. Lessee shall provide and maintain at its expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming Lessor as loss payer, and (b) public liability insurance in a minimum amount of one million dollars and third party property insurance, in each instance naming Lessor as an additional insured. Lessee shall provide to Lessor certificates or other evidence of such insurance when requested. Such insurance will be in a form, amount (including the minimum amount for public liability insurance stated above) and with companies acceptable to Lessor, and will provide that Lessor will be given 30 days advance notice of any cancellation or material change of such insurance. Lessor reserves the right to reject Lassea's insurance carrier for reasonable IF LESSEE DOES NOT GIVE LESSOR EVIDENCE OF INSURANCE ACCEPTABLE TO LESSOR, LESSOR HAS THE RIGHT, BUT NOT THE OBLIGATION, TO OBTAIN INSURANCE COVERING LESSOR'S INTEREST IN THE EQUIPMENT FOR THE TERM OF THIS LEASE, INCLUDING ANY RENEWAL OR EXTENSIONS. LESSOR MAY ADD THE COSTS OF ACQUIRING AND MAINTAINING SUCH INSURANCE AND LESSOR'S FEES FOR LESSOR'S SERVICES IN PLACING AND MAINTAINING SUCH INSURANCE (COLLECTIVELY, "INSURANCE CHARGE"), ON WHICH LESSOR MAY EARN A PROFIT, TO THE AMOUNTS DUE FROM LESSEE UNDER THIS Such insurance may duplicate coverage provided under Lessee's existing policy. Lessee will pay the insurance Charge in equal installments allocated to the remaining Reni peyments. Nothing in this Lease will create an insurance relationship of any type between Lessot and any other person. Lessee acknowledges that Lessor is not required to secure or maintain any insurance, and Lessor will not be liable to Lessee if Lessor terminates any insurance coverage that Lessor arranges. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims for, receive payment of, and execute and endorse all documents, checks, or drafts issued with respect to any Loss under any insurance policy relating to the Equipment
- 15. RETURN OF EQUIPMENT; RESTOCKING FEE. Upon expiration, cancellation or termination of the Lease Term, or upon Lessor's demand after a Default, all, but not less than all, of the Equipment shall be immediately returned to Lessor as provided herein unless (a) Lesson has exercised a purchase option provided hereunder or (b) Lessor has

requested that Lessee provide tamporary on-site storage, after which the Equipment shall be returned to Lessor. In making such return, Lessee shall deliver the Equipment to such place or places within the continental United States as Lessor may designate in writing. All costs and expenses of the return shall be borne by Lessee, including without fimilation, the costs of removing, dismantling, assembling, packing, insuring at full value, transporting and unloading of the Equipment, Lessor reserves the right to charge Lessee a restocking fee equal to two (2) Reni payments. All such returned Equipment shall be in good condition and the state of repair required by Section 10 herein, ordinary wear and tear excepted, and upon Lessor's request, Lessee will provide Lessor with a certification from the manufacturer or its authorized representative as to the Equipment's condition. To the extent that any portion of the Equipment consists of software or other licensed products, Lessee will return all tangible items of software and destroy all intangible items of software, certify in writing to Lessor that Lessee has complied with the above requirements, has not retained such software in any form and will not use the software after termination. Lessee acknowledges that it is Lessee's sole duty to remove all sensitive or confidential data stored within the Equipment prior to returning it.

16. PURCHASE AND RENEWAL OPTIONS. If no Default exists under a Lease, Lessee will have the option at the end of the Lease Term or any Renewal Term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown on the front of the Equipment Schedule, plus any applicable taxes. Unless the Purchase Option price is \$1.00, Lessee must give Lessor at least 90 days written notice before the end of the initial Lease Term that Lessee will purchase the Equipment or that Lessee will return the Equipment to Lessor. If Lessee does not give Lessor such written notice or if Lessee does not purchase or deliver the Equipment in accordance with the terms and conditions of the Lease, the Lease will automatically renew on a monthly basis until Lessee provides such notice and delivers the Equipment to Lessor. During such renewal(s) the Rent payment will remain the same. Lossor may cancel an automatic renewal term by sending Lessee written notice 30 days prior to such renewal term. If the Fair Market Value Purchase Option has been selected, Lessor will use its reasonable judgment to determine the Equipment's in use and in place fair market value. If Lessee does not agree with Lessor's determination of the Equipment's fair market value, the fair market value (in use and in place) will be determined at Lessee's expense by an independent appraiser selected by Lessor. Upon payment of the Purchase Option price, plus applicable laxes, Lessor shall transfer its interest in the Equipment to Lessee "AS IS, WHERE IS" without any representation or warranty whatsoever and this Lease will terminate. With respect to items of Equipment consisting of software, Lessee's right to continue use such software will be subject to the applicable license agreement.

17. INDEMNIFICATION. Lessee assumes liability for and agrees at its own expense to indemnify, hold harmless and defend Lessor and any assignee, and their respective employees and agents (each an "Indemnitee"), from and against any and all claims, liabilities, losses, damages, and expenses (including attorneys' fees and legal expenses and Lessor's internal administration costs) of every kind or nature arising out of or in connection with: (a) the Lease, including but not limited to, any breach of a representation or warranty, a Default (as defined hereinafter) and/or proceeding in bankruptcy with respect thereto; (b) the ordering, purchase, delivery, installation, ownership, selection, possession, leasing, operation, use, maintenance, transportation and return of the Equipment (including latent and other defects, whether or not discoverable by Lessee or Lessor); (c) any claims based on strict tort liability or warranty and any claim for patent, trademark or copyright infringement, (d) any claim relating to any interruptions of service, loss of business or consequential damages, and (e) any data Lessee has stored within the Equipment (collectively, "Claims"). Lessee shall not be required to indemnify an indemnitee against Claims to the extent such Claims result directly from the actual. but not imputed, gross negligence or willful misconduct of such Indemnitae. Lessee shall, at its own cost and expense, defend any and all Claims which may be brought against any Indemnilee, either alone or in conjunction with others upon any such liability or claim or claims and shall satisfy, pay and discharge any and all judgments and fines that may be recovered against any Indemnitee in any such action or actions. If the Porchase Option shown on the front of any Equipment Schedule to this Lease is other than a nominal purchase option, then Lessee

acknowledges that Rental Payments are calculated on the assumption that Lessor will realize certain income tax benefits under state and federal law as the owner of the Equipment and the Lessor under this Lease. As used herein a "Tax Benefit Loss" shall mean (1) the Lessor's loss of or loss of the right to claim or recapture all of or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment or (2) taxes incurred by Lessor as a result of the inclusion in Lessor's income for federal or state income tax purposes of any amount other than Rental Payments hereunder due to any modification of the Equipment, other action or failure to act by Lessee. If Lessor suffers a Tax Benefit Loss for any reason other than (i) Lessor's sale of the Equipment other than due to a Default, (ii) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or failure to claim such tax benefits in a timely manner or (iii) a change in tax law (including a change in tax rates) that becomes effective after the date of this Lease, then Lessee shall pay to Lessor a lump sum amount that, after the payment of all federal, state and local taxes and using the same assumptions as to tax benefits and other matters Lessor used in originally calculating the Rental Payments will, in Lessor's reasonable opinion, maintain Lessor's nel after-tax rate of return and cash flows with respect to this Lease as they would have been enjoyed if such Tax Benefits Loss had not occurred. Lessor will notify Lessee of any claim that may give rise to indemnification under this paragraph but will be under no obligation to contest any such claim. In any event, Lessor shall control all aspects of any settlement and contest and, whether such contest is successful or not, Lessee shall promptly pay all legal fees and other out-of-packet expenses incurred by Lessor in defending such claim. For purposes of this paragraph, the term "Lessor" includes any member of an affiliated group which Lessor is or may become a member of in the event that consolidated tax returns are filed for such affiliated group for federal income tax purposes. The indemnification provisions of this Section 17 shall continue in full force and effect notwithstanding the expiration or other termination of this Master Lease or any Lease.

18. EVENTS OF DEFAULT. Each of the following is a "Default" under this Lease: (a) Lessee falls to pay any Rent payment or any other payment within 10 days of its due date; (b) Lessee fails to perform any of its other obligations under this Lease or in any other agreement now existing or hereafter made with Lessor or with any of Lessor's affiliates and such failure continues for 10 days after Lessor notifies Lessee of it; (c) Lessee becomes insolvent or is dissolved, or Lessee assigns its assets for the benefit of its creditors, or enters (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; (d) any guarantor of this Lease ("Guarantor") dies, does not perform its obligations under the guaranty or any other agreement, now existing or hereafter made with Lessor, or becomes subject to one of the events listed in clause (b) or (c) above; (e) Lessee or any Guaranior consolidates with, merges with or into, or conveys or leases all or a substantial part of its assets to any person or engages in any other form of reorganization, or there is a change in the legal structure of Lessee or any Guarantor, in each case which results, in the sole opinion of Lessor, in a material adverse change in Lessee's or such Guarantor's ability to perform its obligations under the Lease or any Guaranty, respectively, or there is otherwise a change in control of Lessae or any Guarantor; (f) Lessee or Guarantor makes or gives any false or misleading representations or warranties at anytime or in any manner in connection with the Lease; (g) Leasee or any Guarantor shall be in default under any obligation for the payment of borrowed money or the deferred purchase price of, or for the payment of any rent due with respect to, any real or personal property. A Default with respect to any Equipment Schedule shall constitute a Default for all Equipment Schedules and all other agreements with Lessor and its affiliales.

19. REMEDIES. If a Default occurs, Lessor may do one or more of the following: (a) Lessor may cancet or lerminate this Lease or any or all other agreements that Lessor has entered into with Lessee; (b) Lessor may require Lessee to immediately pay Lessor, as compensation for loss of Lessor's bargain and not as a penalty, a sum equal to (i) all unpaid Rent payments for the remainder of the term plus Lessor's anticipated residual Interest in the Equipment, if applicable, discounted to present value at a simple interest rate per annum equal to the the discount rate of the Federal Reserve Bank of New York on the Commencement Date of the Lease, plus (ii) all other amounts due or

that become due under this Lease: (c) Lessor may require Lessee to deliver the Equipment to Lessor as set forth herein and terminate use of any software component of the Equipment; (d) Lessor or its agent may peacefully repossess the Equipment without court order and Lassee will not make any claims against Lessor for damages or trespass or any other reason; and (e) remedy such Default, including making repairs or modifications to the Equipment, for the account and expense of Lessee, and Lessee agrees to reimburse Lessor for all of Lessor's costs and expenses; (f) apply any deposit or other cash collateral or sale or remarketing proceeds of the Equipment at any time to reduce any amounts due to Lessor, and (g) exercise any other right or remedy which may be available to Lessor under applicable law. Notice of Lessor's intention to accelerate, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor, or any other notice whatsoever are heraby waived by Lessee and any Guarantor. interest on all unpaid balances more than thirty days past due shall accrue at the lesser of 1.5% per month, or the maximum rate allowed by law, until paid in full. The exercise of any of the foregoing remedies by Lessor will not constitute a termination or cancallation of the Lease unless Lessor so notifies Lessee in writing. At any sale of the Equipment pursuant to this Section 19, Lessor may bid for the Equipment. Notice required, if any, of any sale or other disposition hereunder by Lessor shall be satisfied by the mailing of such notice to Lessee at least len (10) days prior to such sale or other disposition. In the event Lessor tekes possession and disposes of the Equipment, the

any such disposition shall be applied in the following order: (i) to all of Lessor's costs, charges and expenses incurred in taking, removing, holding, repairing and salling or leasing the Equipment and/or otherwise enforcing Lessor's rights hereunder. (ii) to the extent not previously paid by Leasee, to pay Lessor for any amounts then remaining unpaid under the Lease: (iii) to reimburse Lessee for any sums praviously paid by Lessee as damages hereunder; and (iv) the balance, if any, shall be retained by Lessor Lessee will remain liable for any amounts that remain due after Lessor has applied such not proceeds. Termination of a Lease under this Section 19 shall not affect Lessee's duty to perform Lessee's obligations under such Lease to Lessor in full. Lessee agrees to reimburse Lessor on demand for any and all costs and expenses incurred by Lessor in enforcing its rights and remedies hereunder following the occurrence of a Default, including, without limitation, reasonable attorney's lees, the costs of repossession, storage, insuring, re-letting, selling and disposing of any and all Equipment, all preludgment and post-judgment actions taken by Lessor and all actions taken by Lessor in any bankruptcy proceeding involving the Lessee, the Equipment eno/or any Guarantor and Lessor's internal administration Lessor's remedies under the Lease shall not be deamed exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available at law or equity. Waiver of any default or breach of the Lease shall not be construed as a waiver of subsequent or continuing defaults or breaches.

- 20. LESSEE'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Lesses hereby represents, warrants and covanants to Lesser that with respect to this Master Lesse and each Equipment Schedule executed hereunder.
- (a) If Lessee is a corporation, partnership or other business entity, Lessee (i) is duly organized, validly existing and in good standing under the laws of its state of organization, (ii) is qualified to do business in every jurisdiction in which such qualification is necessary and where the Equipment is located, (iii) has the power and authority to own its properties and carry en its business as now being conducted and to execute and perform this Master Lease and each Lease, and (iv) has duly authorized the execution, delivery and performance of this Master Lease and each Lease:
- (b) No approval is required from any regulatory body, board, authority or commission, nor from any other administrative or governmental agency with respect to the execution and performance of this Master Lease or any Lease, or if required, such approval has been obtained;
- (c) This Master Lease and each Lease constitutes the legal, valid and binding obligation of Lessee, enforceable in accordance with its terms, and the execution, delivery and performance hereof by Lessee will not violate any provision of any law, any order of any court or of any other

agency of government, or any indenture, agreement or other instrument to which Lessae or any Guarantor is a party, or by or under which Lessae or any Guarantor is bound, or be in conflict with, result in a breach of, or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument:

- (d) All balance sheets, statements of profit and loss and other financial data that have been delivered to Lessor with respect to Lessee or any Guarantor (i) are complete and correct in all material respects, (ii) accurately present the financial condition of Lessee and such Guarantor as of the date, and the results of its operations for the periods for which, the same have been furnished, and (iii) have been prepared in accordance with generally accepted accounting principles consistently followed throughout the periods covered thereby: all balance sheets disclose all known liabilities, direct and contingent, as of their respective datas; and there has been no change in the condition of Lessee or any Guarantor, financial or otherwise, since the date of the most recent financial statements delivered to Lessor with respect to Lessee and such Guarantor, other than changes in the ordinary course of business, none of which changes has been materially adverse.
- (a) No mortgage, deed of trust or other lien of any nature whatsoever which now covers or affects, or which may hereafter cover or affect, any property or interest therain of the Lessee, now attaches or hereafter will attach to the Equipment or in any manner affects or will affect adversely Lessor's right, fitte and interest therein;
- (f) There are no suits or proceedings pending, or to the knowledge of Lessee, litreatened, in any court or before any regulatory commission, board or other administrative governmental agency against or affecting Lessee or any Guarantor, which will have a material adverse affect on the financial condition or business of Lessee or such Guarantor.
- (g) All information concarning the financial condition and business operation of Lessee submitted to Lesser pursuant to this Master Lesse or any Equipment Schedule shall be true and correct;
- (h) Lessee will furnish Lessor (a) within one hundred twenty (120) days after the end of each fiscal year, a copy of Lessee's financial statements for such fiscal year prepared by an independent certified public accountant and (b) within forty-five (45) days after the end of each fiscal quarter, the internal financial statements of Lessee as at the end of such fiscal period, including a balance sheet and income statement, all prepared in accordance with generally accepted accounting principles consistently applied, unsudited but certified to be true and accurate, subject to normal year-end adjustments, by Lessee's principal executive officer or its principal financial officer. In addition, Lessee shall promptly inform Lessor of any Default (as defined herein) or any events or changes in the financial condition of the Lessee which may result in a material adverse change in Lessee's financial condition; and
- (i) Lessee will not change its state of incorporation or organization or its name as it appears in official fillings in the state of its incorporation or organization without giving Lessor at least 10 days prior notice
- 21. ASSIGNMENT. LESSEE MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR ITS INTEREST IN THIS LEASE. Lessor may, without nolifying Lessee, sell, assign, or transfer this Lease and Lessor's rights to the Equipment. Lessee agrees that he new owner will have the same rights and benefits that Lessor has now under this Lease but not Lessor's obligations. The rights of the new owner will not be subject to any claim, defense or set-off that Lessee may have against Lessor. Upon request, Lessee will acknowledge in writing its receipt of notice of any such assignment.
- 22. SEVERABILITY. Any provision of this Master Lease or any Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition and unenforceable without invalidating the remaining provisions hereof. To the extent permitted by applicable law, Lessee hereby waives any provision of law that prohibits or renders unenforceable any provisions hereof in any respect.
- 23. NOTICES. All notices, reports, demands and other documents provided for herein shall be deemed to have been given or made when

sent by first class certified mall, return receipt requested or delivered by a nationally-recognized overnight courier, addressed to Lessor or Lessee at their respective addresses set forth in the heading to this Master Lesse or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

WAIVERS: AMENDMENTS: FAX SIGNATURES: MISCELLANEOUS. This Master Lease and the Equipment Schedules executed by Lessor and Lessee constitute the entire agreement between Lessor and Lessee with respect to the Equipment. No term or provision of any Lease may be changed, waived, amended or terminated except by a written agreement signed by both Lessor and Lessee, except that Lessor may insert certain information in the Equipment Schedules to conform to facts indicated in the applicable Delivery & Acceptance Certificates, including complete descriptions of Equipment, serial numbers and costs and consequential adjustments to the Rent, and to correct obvious mistakes. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of interest permitted to be charged or collected under applicable law, and any such excess payment will be applied to Rent payments in Inverse order of maturity, and any remaining amounts will be refunded to Lessee. If more than one Lessee has signed the Lease. each of the Lassees shall be jointly and severally liable for performing all of the obligations and duties under the Lease. A fax version of Lessee's signature on the Lease shall be binding upon Lessee as if originally signed; however, the Lease shall be binding upon Lessor when signed by Lessor. Lessor and Lessee agree that the version of the Lease with the Lessor's original signature shall constitute the original authoritative version

25. UCC ARTICLE 2A; GOVERNING LAW, WAIVERS AND JURISDICTION. Each Lease shall be governed by and interpreted under the internal faws of the State of New Jersey. If Article 2A of the UCC is applicable to the Lease, the Lease will be considered a "finance lease" as that term is defined therein. Lessee acknowledges that Lessee either has a) reviewed approved and received a copy of the supply contract or purchase order or b) received from Lessor the identity of the supplier, been informed that Lessee has certain rights under the supply contract or purchase order, and that Lessee may contact the supplier for a description of those rights. Lessee walves all rights and remedies under UCC Section 2A-508 through 2A-522, including, but not limited to (1) any right to repudiate or

the heading to this Master Lease.

cancel the Lease; (2) any right to reject tender of the Equipment or to revoke acceptance of the Equipment; (3) any right to recover damages for any breach of warranty; and (4) any right to deduct damages resulting from Lessor's default from any amount owing under the Lease. Lessee agrees that if there is a conflict between the Lease and any provision under Article 2A of the UCC Code, the terms of the Lease shall prevail.

IF THE LESSOR OR ITS ASSIGNEE SHALL COMMENCE ANY JUDICIAL PROCEEDING IN RELATION TO ANY ARISING MATTER UNDER Δ LEASE, IRREVOCABLY AGREES THAT ANY SUCH MATTER MAY BE ADJUDGED OR DETERMINED IN ANY COURT OR COURTS IN THE STATE OF LESSOR'S OR ITS ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS, OR ANY COURT OR COURTS IN THE LESSEE'S STATE OF RESIDENCE, OR IN ANY OTHER COURT HAVING JURISDICTION OVER THE LESSEE OR THE LESSEE'S ASSETS, ALL AT THE SOLE DISCRETION OF THE LESSOR. LESSEE HEREBY **IRREVOCABLY** SUBMITS **GENERALLY** UNCONDITIONALLY TO THE JURISDICTION OF ANY SUCH COURT SO ELECTED BY LESSOR IN RELATION TO SUCH MATTERS. FURTHER, IN ANY LITIGATION ARISING UNDER ANY LEASE, LESSEE VOLUNTARILY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. For security purposes and to help the government fight terrorism and money laundering activities. Federal law requires all financial institutions to obtain. verify, and record information that identifies each individual or commercial entity that enters into a customer relationship with the financial institution. For this reason, Lessor may request the following identifying information: name, address, date of birth. Lessor may also ask other questions or request other documents meant to verify Lessee's individual or commercial identity.

26. PARTIES. The provisions of this Master Lease shall be binding upon, and inure to the benefit of, the assigns, representatives and successors of the Lessor and Lessee.

31 International	1	Neighbors-Health Systeming
By: MOUN	Mortin	Print Name: JOHN Villa
Print Name:	— Attomey in Fact	
Print Title:	<u>Snaron Martin</u>	Print Title: CP
Date:	Team Leader	Date:

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Master Lease to be duly executed, as of the date indicated in

AMENDMENT TO MASTER EQUIPMENT LEASE AGREEMENT

Master Equipment Lease Agreement Number: 41261960 Dated: September 14, 2016

This Amendment to Master Equipment Lease Agreement number 41261960 (the "Amendment") is effective as of November 6, 2015 and is made part of that Master Equipment Lease Agreement (the "MELA") by and between a All Points Solution, Inc. dba 3i International as "Lessor" and Neighbors Health System, Inc. as "Lessee".

Each capitalized term used but not defined in this Amendment will have the meaning given to it in the MELA. In the event of any conflict among the terms of this Amendment and the terms of the MELA, the terms of this Amendment will control and prevail.

PRELIMNARY STATEMENTS

WHEREAS, Lessor and Lessee have executed the MELA on or about September 14, 2015, with the understanding that various wholly-owned subsidiaries of Lessee would subsequently enter into equipment schedules for certain office equipment and any related parts and accessories thereto (the "Equipment"); and

WHEREAS, on or about November 5, 2015, Lessee filed a Certificate of Amendment with the Secretary of State of Texas, by which Lessee changed its legal entity name from Neighbors Health System, Inc. to Neighbors Legacy Holdings, Inc.; and

WHEREAS, on or about November 6, 2015 Neighbors Legacy Holdings, Inc. subsequently formed Neighbors Health System, LLC, a wholly-owned subsidiary; and

WHEREAS, the parties wish to add Neighbors Health System, LLC as a lessee to the MELA and all related and subsequent Schedules thereto; and

WHEREAS, the parties desire to amend the MELA to reflect the appropriate lessees thereto.

NOW THEREFORE, in consideration of the promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties amend the MELA as follows:

- 1. As of November 8, 2015, "Neighbors Health System, Inc." is hereby changed to "Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc."
- 2. As of November 6, 2015, "Neighbors Health System, LLC" is hereby added to the MELA as a Co-Lessee.
- 3. All other terms and conditions in the MELA shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of November 6, 2015.

Lesson d	1/L	PW	5)
Authorized S		Rap	No.	1001010	
Print Name a	nd little				escent property
	mior Ac	countA	<u>(lanager</u>		
NEIGHBORS	HEALTH	\$YŞTE	w' rrc		
Co-Lessee (V	1	1		
Authorized Si	gripature .	W	1		
Print Name a	nd Title		· (A) :-	em 10	

NEIGHBORS HEALTH SYS	TEM, INC.
Lessee X	(AA)
Authorized S	ignahure
Print Name s	no the John Nacken/CPO

SECRETARY'S CERTIFICATE

SECRETARY'S CERTIFICATE RELATING TO INCUMBENCY AND CORPORATE RESOLUTIONS

	undersigned, Dharme		W
Nei	ghbors GP_LLC a Texas limite	d liability company (the "Compa	ny") hereby certifies as follows:
1.	I am the duly elected, quali Company's records and minut		the Company and have the custody of the
2.	The following named individual (b) currently hold such office at their names.	als: (a) have been properly elect at this time; and (c) have provid	ed or appointed to the offices indicated below; ed the specimen signatures appearing beside
	2000		
	Name	Title	Specimen Signature
Sel	ul Patel	Director	
Jah	in Decker	Director	
3.	The following resolutions were as of the date of this Certificat	e:	
	as of the date of this Certificat RESOLVED, that certain (including those listed on E to time enter into a Maste International ("3i"), includir equipment (collectively, the collectively as "Leases"); a RESOLVED, that the Com behalf of the limited partne RESOLVED, that Setul Pai are duly authorized to sign of the Company; and RESOLVED, that 31 is au principal place of business	e: limited partnerships in which exhibit A hereto, and others that a Equipment Lease Agreement in gone or more Equipment Lease MELA and each Schedule are not pany (through its duly authorized and John Decker, whose title and deliver agreements and otherized to rely upon the resol of written notice of any change	the Company acts as the General Partner may be formed subsequently), may from time ("MELA") with All Points Solution, Inc. dba 3 ase Schedules ("Schedules") thereto for office referred to herein individually as a "Lease" and ed Directors/Officers) shall sign the Leases of and specimen signatures are set forth above their documents related to the Leases on behalf utions set forth above until receipt by it at it therein.
	as of the date of this Certificat RESOLVED, that certain (including those listed on E to time enter into a Maste International ("3i"), includir equipment (collectively, the collectively as "Leases"); a RESOLVED, that the Com behalf of the limited partne RESOLVED, that Setul Pai are duly authorized to sign of the Company; and RESOLVED, that 3i is au principal place of business I am one of the duly authoric caused this certificate to be	e: limited partnerships in which exhibit A hereto, and others that a Equipment Lease Agreement in gone or more Equipment Lease MELA and each Schedule are not a managed through its duly authorized and John Decker, whose title and deliver agreements and of written notice of any change are officers of the Company the c	the Company acts as the General Partne tmay be formed subsequently), may from time ("MELA") with All Points Solution, Inc. dba 3 ase Schedules ("Schedules") thereto for office referred to herein individually as a "Lease" and ed Directors/Officers) shall sign the Leases or and specimen signatures are set forth above their documents related to the Leases on behalf utions set forth above until receipt by it at its therein.
4.	as of the date of this Certificat RESOLVED, that certain (including those listed on E to time enter into a Maste International ("3i"), includir equipment (collectively, the collectively as "Leases"); a RESOLVED, that the Com behalf of the limited partne RESOLVED, that Setul Pai are duly authorized to sign of the Company; and RESOLVED, that 3i is au principal place of business I am one of the duly authoric caused this certificate to be	limited partnerships in which exhibit A hereto, and others that a Equipment Lease Agreement ag one or more Equipment Lease MELA and each Schedule are not pany (through its duly authorizeships; and tell and John Decker, whose title and deliver agreements and of thorized to rely upon the resol of written notice of any change treed officers of the Company the executed and the seal of the	the Company acts as the General Partner may be formed subsequently), may from time ("MELA") with All Points Solution, Inc. dba 3 ase Schedules ("Schedules") thereto for office referred to herein individually as a "Lease" and ed Directors/Officers) shall sign the Leases of and specimen signatures are set forth above the documents related to the Leases on behalt utions set forth above until receipt by it at it therein.

Exhibit A to Secretary's Certificate

- 1. NEC Harlingen Emergency Center, LPV
- 2. NEC Kingwood Emergency Center, LP
- 3. NEC Lakeline Emergency Center, LP
- 4. NEC Midland Emergency Center, LP
- 5. NEC Mueller Emergency Center, LP \
- 6. NEC Odessa Emergency Center, LP
- 7. NEC Orange Emergency Center, LP
- 8. NEC Pasadena Emergency Center, LP 3
- 9. NEC Pearland Emergency Center, LP
- 10. NEC Port Arthur Emergency Center, LP N
- 11. NEC Texas City Emergency Center, LP
- 12. NEC Tyler Emergency Center, LP
- 13. NEC Yorktown Emergency Center, LP
- 14. NEC Zaragoza Emergency Center, 'LP
- 15. Neighbors Physician Group, PLLC
- 16. Neighbors Practice Management, LLC
- 17. NEC Baytown Emergency Center, LP
- 18. NEC Beaumont Emergency Center, LP
- 19, NEC Bellaire Emergency Center, LP
- 20, NEC Crosby Emergency Center, LP
- 21. NEC Eastside Emergency Center, LP

SE	ECRETARY'S CERT	IFICATE					
		SECRETARY'S	S CERTIFICATE R				
Th	e undersigned,	DHALMESA	0		ecretary of		
Ne	ighbors Legacy Holdin	gs, Inc. a Texas corpo	oration (the "Corpora	ation") hereby	y certifies as follov	ws:	
1.	I am the duly electe corporate records, mi	ed, qualified and acti inutes and corporates		• Corporation	and have the o	custody of the	
2.	The following named below as of Noveml specimen signatures	ber 6, 2015; (b) curr	ently hold such off				
	Name		Title	\rightarrow	Spenimen Sign	ature	
Se	tul Patel	Presid	dent and CEO			A TOTAL PROPERTY OF THE PROPER	
Joh	nn Decker		CFO		NAT		
	("MELA") together inc. dba 3i Interna- from time to time individually as a "L RESOLVED, that	the Corporation is a with Neighbors Healt ational ("3i") as lesse for office equipment (lease" and collectively certain wholly-owned ted on Exhibit A here Co-Lessees; and	h System, LLC (the or, including Equipm collectively, the ME (as "Leases"); and subsidiaries of the	"LLC") as lessenent Lease S LA and each Corporation	see, and with All f chedules ("Scher Schedule are ref which act as op	Points Solution, dules") thereto erred to herein erating entities	
	RESOLVED, that the Corporation, the LLC, and any such Co-Lessee shall be jointly and severally liable for the obligations under the Leases; and						
	RESOLVED, that	Setul Patel and Joh and deliver agreeme	n Decker, Presiden	t and CEO a ments related	and CFO, respect to the Leases o	tively, are duly n behalf of the	
		3i is authorized to re susiness of written not			above until rece	eipt by it at its	
	I am one of the duly caused this certificate 2		the seal of the Cor	rporation to b			
Col	rporate Seal)		Secretary Marin	erh Petel	Sin D.		

Exhibit A to Secretary's Certificate

- 1. NEC Harlingen Emergency Center, LP
- 2. NEC Kingwood Emergency Center, LP
- 3. NEC Lakeline Emergency Center, LP
- 4. NEC Midland Emergency Center, LP
- 5. NEC Mueller Emergency Center, LP
- 6. NEC Odessa Emergency Center, LP
- 7. NEC Orange Emergency Center, LP
- 8. NEC Pasadena Emergency Center, LP
- 9. NEC Pearland Emergency Center, LP
- 10. NEC Port Arthur Emergency Center, LP
- 11. NEC Texas City Emergency Center, LP
- 12. NEC Tyler Emergency Center, LP
- 13. NEC Yorktown Emergency Center, LP
- 14. NEC Zaragoza Emergency Center, LP
- 15. Neighbors Physician Group, PLLC
- 16. Neighbors Practice Management, LLC
- 17. NEC Baytown Emergency Center, LP
- 18. NEC Beaumont Emergency Center, LP
- 19. NEC Bellaire Emergency Center, LP
- 20. NEC Crosby Emergency Center, LP
- 21. NEC Eastside Emergency Center, LP

SECRETARY'S CERTIFICATE

		AND COMPAN	RELATING TO RESOLUTIONS
The undersigned,	DHARNESH	PATEL	Secretary of
Neighbors Health Syst	<u>tem, LLC</u> a <u>Texas</u> limited	d liability company	(the "Company") hereby certifies as follows:
I am the duly electric minutes and seal.	sted, qualified and acting	g Secretary of the	Company and have the custody of its records,
below as of Nove	ned individuals: (a) hav ember 6, 2015; (b) cur es appearing beside the	rently hold such,	elected to the office of the Company indicated office at this time, and (c) have provided the
Name		Title	Specimen Signature
Setul Patel		CEO	A DOWN
JohnDecker] Fo	
as of the date of the RESOLVED, the together with Ne inc. dba 3i Interfrom time to time individually as a RESOLVED, the (including those into the Leases RESOLVED, the liable for the oblined RESOLVED, the deliver agreement RESOLVED, the principal place of	at the Company is permeighbors Legacy Holdinernational ("3i") as less the for office equipment a "Lease" and collectively listed on Exhibit A here as Co-Lessees; and at the Company, the Colligations under the Leas at Setul Patel and Johnstons and other documents at 3i is authorized to rot business of written no	sitted to enter into a gs, Inc. (the "Corp or, including Equi (collectively, the filty as "Leases"); and subsidiaries of teto, and others the orporation and anyies; and in Decker, each a ts related to the Leasety upon the resotice of any change	the Corporation which act as operating entities it may be formed subsequently), shall also enter such Co-Lessees shall be jointly and severally Director, are each duly authorized to sign and eases on behalf of the Company; and slutions set forth above until receipt by it at its otherein.
		d the seal of the	hat make certificates on its behalf and I have Company to be placed on this certificate this 2016.
Company Seal)		Secretary Dh	arneth Patel, MID.

Exhibit A to Secretary's Certificate

- 1. NEC Harlingen Emergency Center, LP
- 2. NEC Kingwood Emergency Center, LP
- 3. NEC Lakeline Emergency Center, LP
- 4. NEC Midland Emergency Center, LP
- 5. NEC Mueller Emergency Center, LP
- 6. NEC Odessa Emergency Center, LP
- 7. NEC Orange Emergency Center, LP
- 8. NEC Pasadena Emergency Center, LP
- 9. NEC Pearland Emergency Center, LP
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- 11. NEC Texas City Emergency Center, LP
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- 18. NEC Beaumont Emergency Center, LP
- 19. NEC Bellaire Emergency Center, LP
- 20. NEC Crosby Emergency Center, LP
- 21. NEC Eastside Emergency Center, LP

EQUIPMENT SCHEDULE (Cost Per Copy) To Master Equipment Lease Agreement Please lax a signed copy to 1-866-329-8795 Master Equipment Lease Agreement Number: 41261960 Dated: September 14, 2015 Equipment Schedule Number: 41325209 Dated: 2/14/2016

Lessor: All Points Solution, dba 3i International

Lessee: Neighbors Legacy Holdings, Inc. fka Neighbors Health System, Inc.

Lessee Federal Tax ID Number: XX XXXXX Co-Lessee: Neighbors Health System, LLC

Co-Lessee Federal Tax ID Number: XX XXXX

Co-Lessee: NEC McAllen Emergency Center, LP

Co-Lessee Federal Tax ID Number: メメ メリメメメ

This Equipment Schedule is entered into pursuant to the Master Equipment Lease Agreement identified above (the "Master Lease"). All of the terms and conditions of the Master Lease are incorporated herein and made a part hereof, along with any Supplemental Torms annexed to this Equipment Schedule. For the avoidance of doubt, the Co-Lessee referenced above hereby agrees with all of the terms and conditions of the Master Lease and is made a signalory thereon by signing this Equipment Schedule. This Equipment Schedule, any Supplemental Terms annexed hereto and the Master Lease as it relates to this Equipment Schedule are hereinafter collectively referred to as the "Lease." Lessor and Lessees hereby agree that the terms and conditions of this Equipment Schedule shall have priority and govern in the event of any conflicts with the terms and conditions of the Master Lease. Lessee and Co-Lessee (collectively referred to as "Lessee") shall be jointly and severally liable for all obligations under this Lease.

MAINTENANCE AND SUPPLIES: The charges established by the Lease include payment for the use of the designated equipment, and may also include accessories and maintenance (during normal business hours) pursuant to a separate arrangement between Lessee and the supplier of such accessories and maintenance. Paper must be separately purchased by Lessee. If necessary, the service and supply portion of the Lease may be assigned.

OVERAGES, COST ADJUSTMENTS, USAGE AND BILLING: Lessee agrees to comply with any billing procedures designated by Lessor, including notifying Lessor of the meter reading at the end of each month. At the end of the first year of the Lease and once each successive twelve month period, We may increase the Rent and the Overage copy Charge by a maximum of not greater than 15% of the axisting charge. Lessee may not carry over any credits in any month in which Lessee makes fewer copies than the copy allowance per month.

EQUIPMENT AND LEASE INFORMATION.

SUPPLIER INFORMATION	Supplier Name ("SUPPLIER") Supplier Phone Number All Points Solutions, Inc. 832-494-1412				
	Street Address/City/State/Zip 10100 W. Sam Houston Pkwy S., Suite 340, Houston, TX 77	699			
EQUIPMENT	Equipment Description		Quantity	Serial Number	
DESCRIPTION	See Allached Schedule A				
EQUIPMENT LOCATION	Street Address/City/County/State/Zip 6700 N. 10th Street, McAilen, TX 78504		anana ya nganya penangan penterupakan daribe ta penterupakan		
TERM AND PAYMENT SCHEDULE	Term in Months 63	RENTAL AMOUNT § 3,800.00 taxes) Rental Payment Pe Indicated	riod is Monthly	(plus applicable Unless Otherwise	
	Copy Allawance: BAW copy: N/A Color copy: N/A Scan: N/A Other: N/A	Overage Copy Chair B/W copy: N/A Scan: N/A	Colo	n copy: N/A er: N/A	
	Meter Frequency: ✓ Monthly Quarterly	ri	Annual		

(SIGNATURE PAGE FOLLOWS)

ALL POINTS SOLUTION, INC. DBA 31 INTERNATIONAL	NEIGHBORS LEGACY HOLDINGS, INC. fka NEIGHBORS HEALTH SYSTEM, INC.
By DETERMINE	Ву
Name _ [4:107]	(Must Be Signed by Authorized Compared Officer, Pariner or Proprietor) Name John Decker
THE TOUTHLOUGH A	Title: CFO
CO-LESSEE: NEIGHBORS PROLITH BYSTEM, LLC	CO-LESSEE: NEC Mcalley Emergency Center, LP By: NEIGHBORS CP, Sec. 18 1986 (1997)
(Must 8e Signed by Authorized Oppurate Officer Pariner or Prognetor)	By: (Must Be Signed by Authorized Corporate Officer, Partner or Proprietor)
Vame. John Decker	Name John Decker
Title CPO	Title CFO

Neighbors Legacy Holdings, ITK. NEC McAllen Emergency Center, LP Lease#41325709

Schedule A

Product 10	Description	Quartity	Serially	Cocation	Address
150-01575	Microsoft Office 2013 Home & Business 32/64-bit - C Machine - Office Tool - PC - English	:2		NEC Moaten Emergency Center, LA	6700 N. 10th Street, McAllen, TX 78504
100-505850	AMD Refro 2450	1		NEC McAllen Emergency Canter, LP	6700 N. 10th Street, McAllen, 17, 78504
08473#3	Lendvo - Tray Sandwick Kg - System Mounting Bracket	4		NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
960-000764	Logitach HD Pro Webcam (920 - web camera	1		NEC McAiten Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
920-003070	Logitech Wireless Keyboard w/Touchpad KAGO	1		NEC McAlleri Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
10-FLX2-200-2075	Revolats FIX2	3		NEC McAilen Emergency Center, LP	6700 N. 10th Street McAllen, TX 78504
106 COC1 NUS	Lengua - ThinkCentre M731 - IS care	2	MIDSECW	NEC McAllen Emergency Center, LP	6700 N. 30th Street, McAllen, TX 78504
			MIOSECVY		
1080001705	Lenavo - Trimicentre M736 - 17 4 7905	*	MEOSHYSE	NEC MicAstern Echengericy Carter, LP	6700 N. 10th Street, McA8en, TX 78504
			MX03HXS7		
			M0031020		
			MID3/0/51		
5WS0081058	Lenovo - éPac Oraite Warranty 4 yra Pans/Labor	\$		NEC Mickelan Emergency Center, Lo	5700 N. 10th Street, McAllen, TX 23504
5W5000005	tentivo - Topbel er ePar Priority Support 4 years	į.		NEC MicAlien Emergency Center, 12	6700 N. 35th Street, McAllen, TX 78504
200 F0030US	:#nove - Thinkfield ESSO 15.6 T AGB 500 GB	1	AFJCIZHV	MEC Modilen Emergency Center, L ^b	6700 N. 10th Street, McAllen, TX 78504
5W50F63226	tenovo - TopSeller eRec Pripriny Supporcal years	1		NEC McAllen Emergency Center, LP	5700 H. Lith Street, McAilen, TX 78504
5WS0F63194	Lenovo - eñac Oriste Warranty 4 yrs Parts/Labor	1		NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
10ALCODR.5	Lenovo - Think Centre NY 8315-4590	1	MANAGKT4	NEC McAllen Emergency Center, LP	E702 N. 10th Street, McAllest, TX 78504
SWS0083813	Lesievo - ePac Onsite Warranty 4 yrs Parts/Labor + Tech Instali (RJ	1		NEC McAiler, Emergency Center, 19	6700 N., 10th Spreet, McAllen, TX 78504
1048002VU5	Lenovo - ThinkContre M93a - Erry desktop Core is 4570T/2.9 GHz	5	MD37GZH	NEC McAilen Einergenry Center, LP	6700 N. 10th Street, McAllen, TX 78504
			MAC 376ZJ		
10AB004DUS	Lenoud - Throis Centre \$199p its 45907 - Thry desktop	2	MSOCIVIY	NEC Modiles Emergency Center, D	6700 N. EOIN Street, MoAller, TX 7650a
			W.COOLASS		
PM20080873	Lenovo ~ RAAT Onsite Warratty A yrs Parts/Labor + Tech Install CRU	7		NEC Modifier, Emergency Center, IP	6700 N. 10th Street, MoAllen, TX 78504
5W50KC7255	ilenovo - TopSeller Oadite Warranty Alyears Parca/Labor	2		NEC Mealler Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78501
VE19871	ASUS VEIGETL - LED monitor	1		NEC McAller Emergency Center, LF	6700 N. 10th Street, McAllen, TX 78504
U2413	Deli UtraSharp V2413	2		NEC McAllen Emergency Center, 19	6700 N. 10th Screet, McAllen, TX 78504
UM.BYSAK.000	Acer V176L 17" ECT manitur	1		NEC McAllen Emergency Center, 12	\$700 N. 10th Street, McAllen, TX 78504
asassia sec-sun-ko	Cisco ASA S506-X Firewall Edition W/ Security Plus w/ Smarth of 74x7v7	2		NEC Michillen Emergency Center, til	5700 N. 16th Street, McAlfen, CA 18904
5EW2048-KS-NA	Cisicu Small Business 5G3CO-53 - switch - 52 ports w/ SmartNet 24x7x7	3		NEC Michien Emergency Ceraer, by	5700 N. 10th Street, McAller, Tx 78504
ARR-CT2S64-5-X9	Cisco 2504 Wireless Controller - Network reanagement davice - 4 ports - 9 access points	1		NEC MicAlien Emergency Conten, LP	6700 N. 20th Street, McAlleo, TX 78504
AIR-CAP16025-A-KS	Cisco Aironet 1607: Controller-based - Wireless occess point - 802 111/b/g/b - Cest Band	3		NEC McAllen Emergency Cepter, LF	5700 N. Coth Street, McAilen, TX 78504
AIS-CTZ504 BMNT	Cisco 2504 Wireless Controller Rack Mount Bracket	1		NEC MicAlien Emergency Center, 12	6700 N. ICH Street, McAllet, IX 76504
55300-10MFP-X3-NA	Cidoo SGEOD-10MARP 18 Port Gigabit Max - Port manage Switch w/ Smartner 20xJa7	1		NEC McAller Emergency Center, LP	6708 N. 10th Street, McAller, TX 78514
WS-C356CDX-8TC-S	Cisco Catalyst 3560-CX 8 Port DATA IP w/ SmartNE1 24x7x7	2		NEC MoAllen Emergency Center, LP	6700 N. 10th Street, McAller . TX 78504
CONSNEP-ASASSOKS	SMARTnet 24x7x4	2		NEC McAller Briefgency Center, UP	6700 N. 10th Street, McAllen, TX 78504
CON-SNIP-SRIVOCANA	SMARTnet 24/34	3		M&C MicAlien Emergency Center, LP	6700 N 10th Street, McAllien, TX 78504
CUN-SNIP-CT259	SAVAN LUST TEXAS	1		NEC McAllen Emergency Center, UP	6700 N. John Street, McAllen, TX 78504
CON-SNTP-C1502IA	SAAARTog 24x7x4	3		NEL Michillen Ernergently Center, CP	6/93 N. 10th Street, McAllen, TX 78504
CON-SNTP-\$630JQNA	SMARINET PAYING	1		NEC McAllen Emergency Center, LP	9700 V. 10th Street, McAllen, *2 78504
COM-SNIP-WSC38TCS	SMARTNES 24x7x4	Ł		NEC McAllen Emergency Center, IP	5700 N. 10th Street, McAllen, TX 78504
POUMH15	Tripp Utc. POU Metered 136V 15A 5-15R L3 Outlet	4		NEC McAllen Emergency Center, LP	6700 N. LOLD Street, McAller, TX 78504
N252-048	Tripp Life N252-C45 48 Port 2U Backmount Care Parch Panel	1		1950 MicAlleri Emergency Center, 17	6700 N. Ligh Street, McAllen, TX 78504
SMART2200RMXC2U	Tripp the 2700VA 1926W UPS Smart Rackmount	1		NEC McAllen Enter gency Center, LF	97%) N. 10th Street, McAilen, TX 78504
8243V24-2U	Tripp Use Smart UPS 48V Risk 2U Enternel Battery	1		NEC Michaelen Emergency Contex, EP	\$700 N. 10th Street, McAillen, TX 78504
CABSCREWSMS	Staneon com Sopig ras Mounting Screws and Cage Hurs for rack cabiness	3		NEC Modifien Emergency Center, LP	5700 N. 20th Street, McAllen, TX 78504

RKLCDBC	Star Fech com Universal Swive! VESA LCD	L	WEC McAllen Emergency Certer, LP	5700 N. 10th Street, McAllen, 1X 78504
SV431U58AE	StarTech.com 4 Sort Rack Mountable USB KVM Switch with Audio & USB 1.0 Hob	1	NEC McAllen Emergency Center, LF	6000 N. 10th Street, McAllen, Tx 78584
SV431RACK	StarTechtrom: 1U Rack Mourn Brackets for KVM Switch (\$1431 Series)	1	MEC McAllen Emergency Cerrer, LP	6700 N. 30th Street, McAken, TX 78504
SVUSB2N2_6	Star Feety & Fuet 2-in-3 USB KVM Cabig	4	NEC McVien Emergency Center, LP	5700 N. 10th Street, McAllen, TX 78504
HHCM-1	Middle Adamic HRCM-1	5	NEC McAllen Emergency Center, LP	5700 N. 19th Street, McAllen, TX 78504
HHCM I	Middle attention HHCM-2	1	NEC McAllen Emergency Centor, L9	6700 N. 13th Stidet, McAker, TX 78504
V\$1918 T	ATEN VS1818T8 For HOMI Over Single Cats Solitter	4	NEC McAilen Emergency Center, LP	5700 N. 10th Street, McAllen, TX 78504
AEBITE	ATEN YES12R HDM: Over Single CatS Receiver	32	NEC McAllen Emergency Center, UP	6700 V. 10th Street, McAllen, TX 78504
A3LSSC-07-PUR-5	Bellich Caté Patch Cable ?' - Furple	12	NEC Modifien Emergency Center, UP	5700 V. 10th Street, McAllen, TX 78504
AGLSEO-D1-PUR	Bellin Cord Parch Cobie 1' - Purple	3	NFC McAllen Emergency Center, LP	5700 Y. JOHN Street, McAllen, TX 78504
2 DFO-31-0821EA	Belien Caté Parch Cable Sty Change	3	NEC MICARIEN Emergency Center, i.P.	5700 N. 10th Street, McAllen, TX 78324
A3U80514-RED-5	Beikin Cató Patch Cable 14' - Red	2	MEC Michilan Emergency Center, up	6703 N. 10th Street, McAllen, TX 78504
AJUSADEOT-REC-S	Selkin Cető Patch Cable 7' - Red	1	MEC Michilen Emergency Center, UP	5700 N. 10th Street, McAllen, TX 78594
6E550G1	ARC Back-UPS 6SOVA	8	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllert, TX 78504
8F1500G	APL Dack-UPS RS 1500	2	NEC McAllen Emergency Canter, LP	6700 N. 10th Street, McAllen, TX 78504
54328	Cable Matters DisplayPort to HDMI 6 feet cable	ž	NEC McAllen Emergency Center, LP	5700 N. 10th Street, McAllen, TX 78504
\$4301	Cable Matters Min: DisplayPort to DisplayPort 5 feet cable	2	NEC McAken Emergesic, Center, LP	5700 N. 10th Street, McAllen, TX 78504
55787	HONTI CABLE 3'	20	NEC MICHIGAN Emergency Center, LP	5700 N. 10th Street, Moallen, TX 78504
VS23E 149	Asias VS232H-9 23inch Full-40 LED Monker	5€	NEC Moddler Emergency Center, LP	\$700 V. Likb Street, McAllen, TX 78504
632-C1	VI2IO 632 C1 - 32" Class (31.5" viewable) - 6 Series LED TV - Smart TV - 1019Cp	ő	MEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
640-02	Vizio E Series 40" ESD 1080a	3	NEC Modern Emergency Center, UP	6700 N. LOLD Street, McAller, TX 78504
ESC-C1	Maio E Series SC* 120/1080p	2	NEC McAilen Emergently Center, LP	5700 N. 10th Street, McAllen, TX 78504
90340	VEECKO One Wrap roll 12" x 3/4" -90340	15.	NEC McAllan Emergancy Center, LP	6700 4. 10th Street, McAllan, TX 78504
91372	VELCRO One Wrap reli 30" x 1 1/2" -31972	j	NEC MicAlien Emergency Center, LP	6700 N. Lilich Street, McAllen, TX 28504
11111976196	BM Dua; Lock Reclosable Fastener TB3550 Black	3	NEC McAllen Emergency Center; LP	6700 av. 10th Speet, McAller, TX 78504
801571	Evertifit #Ex 1 inch Pan bead Phillips drive 100 places	1	NEC AlcAlien Emergency Center, LP	6200 M. Josh Street, McAllen, TX 78504
£01361	Evarbiit #6 x 1/2 inch Pist head Phillips drive 100 pieces	1	NEC AncAllen Emergency Center, LP	6700 N. 10th Street, Michigan, TX 78504
25316	E2 Andor Studi Sower #7 x 1 3.44 mon Philips drive Onywell enchors SC pack	1	NEC McAllen Emergency Center, LP	6700 N. 20th Street, McAllen, TX 78504
O-145-8K	Commercial Elevio 14 inch Black Cable ties 100 pack	1	NEC Modilen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
SRSHELF2P	Tipp Ete Packmount shelf	1	NEC McAllen Emergency Center, UP	6795 N. 10th Street, NacAllen, TX 78504
ACX-730P8-MR?	Adesso ACS-730F9-MRP - Rackmount Keybbard with Touchgad	1	MEC McAllen émérgendy Center, LP	6700 N. LOth Street, McAllen, TX 78504
102	Middle Atlantic I Space Heavy Duly Rack Shelf	1	NEC MicAllen Emergently Center, LP	6706 N. 10th Street, Michillen, TX 73504
Document Management	Occurrent Management - M-files	16	NEC Michilen Emergenty Center, LP	6200 N. 10th Street, McAllen, TX 78554
Professional Services	Professional Services/Goodment Management	10	NEC Michilen Emergedicy Center, LP	6700 N. 10th Syeat, McAllen, TX 78504
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Date: 2/4/16_

DELIVERY AND ACCEPTANCE CERTIFICATE

Please fax completed and signed D&A Certificate to 1-866-329-8795 Questions or need assistance? Cail 1-866-551-8795

LEASE OR CPC RENTAL OR COPY RENTAL OR INSTALLMENT PAYMENT AGREEMENT NUMBER: 41325209

On behalf of Neighbors Legacy Holdings, Inc. - Co-Lessee NEC McAllen Emergency Center, LP ("Lessee/Customer"), I hereby certify that all of the equipment and other property (the "Equipment") referred to in the above referenced Agreement (the "Agreement") with All Points Solutions, Inc. ("Lessor/Owner") has been delivered, inspected and is accepted for all purposes of the Agreement

I acknowledge that Lessor/Owner is not the supplier of the Equipment but is only providing the financing for the Equipment.

ACCORDINGLY, I AUTHORIZE LESSOR/OWNER TO PURCHASE THE EQUIPMENT AND COMMENCE BILLING UNDER THE AGREEMENT.

DO NOT SIGN THIS DELIVERY AND ACCEPTANCE CERTIFICATE UNTIL YOU HAVE RECEIVED THE EQUIPMENT

Lessee/Customer Signature	For Lessor/Owner Use Only (if applicable)
John Decker	Name of person verifying Delivery & Acceptance of Equipment
PRINT NAME CFD	Signature of Employee who made telephone verification
PRINT TITLE 713-436-5200	Date of Telephone Verification
TELEPHONE NUMBER 2/4/2016	
DATE	AND

MASTER EQUIPMENT LEASE AGREEMENT



halang area lenovation in grants are

50 Briar Hollow. Suite 600, Houston, TX 77027

Please fax completed Agreement to 1-866-329-8795. Questions or need sesistance? Call 1-866-551-8795

	Lessee Name Neighbors Health System Inc.	Federal Tax ID Number XXXXXXX
LESSEE INFORMATION	Headquarters Street Address/City/County/State/Zip 11200 Broadway Ste. 2320 Pearland TX 77584	Management of the second of th
	Lease Number 41201960	Lessee Phone Number 713 436 9600

This MASTER EQUIPMENT LEASE AGREEMENT ("Master Lease") is made this September 14. . . . 20 15 by and between 3i International ("Lessor") and the Lessee referenced above ("Lessee"). The parties agree as follows:

- 1. MASTER LEASE. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment, software, fixtures, personal properly and/or other properly described in each schedule ("Equipment Schedule") from time to time signed by Lessor and Lessee that incorporates this Master Lease by reference (such property together with all replacements, repairs, additions and accessions thereto being referred to herein as the "Equipment"). Each Equipment Schedule that incorporates this Master Lease is sometimes hereinafter referred to as a "Lease." Each Lease shall constitute an agreement separate and distinct from this Master Lease and any other Lease. In the event of a conflict between the terms and conditions of an Equipment Schedule and the terms and conditions of this Master Lease, the terms and conditions of the Equipment Schedule shall govern, but only with respect to the corresponding Lease
- 2. TERM. The obligations of the parties shall commence upon the full execution of this Master Lease and shall continue until each party has satisfied their respective obligations in this Master Lease and under each Lease. The "Lease Term" for each Lease shell commence on the date Leasee accepts the Equipment by executing a Delivery and Acceptance Certificate ("Commencement Date") and, unless terminated earlier as provided in the Lease, shall continue for the number of months specified in the Equipment Schedule from the first Rental Due Date (as defined below). If the Equipment Schedule provides for a Renewal Option, the Lease Term shall include any Renewal Term(s) selected by the Lessee and/or any other extension as provided in the Lease.
- 3. RENT; ADJUSTMENTS. Lessee agrees to pay Lessor rent for the Equipment, in the amount specified in the Equipment Schedule ("Rent"), due and payable on each Rental Due Date during the Lease Term without notice or demand, and any other charges, advances or reimbursements due Lessor pursuant to the Lesse, due upon demand by Lessor from time to time. Lessee further agrees to pay Lessor, on the first Rental Due Date, interim rent for any partial first month during the Lease Term in an amount equal to 1/30" of the Rent for each day from and including the Commencement Date to and excluding the first Rental Due Date. The first Rent payment is due on or before the Commencement Date, as involced by Lessor, unless the Equipment Schedule is specified that zero (0) advance payments are due, in which case the first Rent payment will be due on the date specified by Lessor in the month following the Commencement Date, and the remaining Rent payments will be due on the same day of each subsequent month. Lessee authorizes Lessor to adjust the Rent payment up or down by not more than 15% if the total amount paid by Lessor for the purchase, delivery and installation of the Equipment, including any trade-up and buyout amounts (the "Total Cash Price") differs from the criginally estimated and documented price thereof. Lessee further authorizes Lessor to increase the Rent payment, if the Commencement Date occurs after the date Lessor approved Lessee's application for the relevant Lease, to reflect any increase (i) from the date of such approval and (ii) to the Commencement Date in the interest rate swaps ("Swaps Rate") that most-closely approximates the term of such Lease (determined as of the last day in the week ending prior to each of such
- dates). The Swaps Rate is published in the Federal Reserve Statistical H.15 release and can be found http://www.federalreserve.gov/releases/htt5/update/. The Rent payment will be a fixed amount for the term of the Lease. All Rent shall be payable to Lessor and delivered to Lessor's office or such other place as Lessor may designate in writing at any time. An advance Rent payment shall be applied as the first Rent payment under the Lease, If more than one Rent payment is made by Lessee in advance, the second (and any other advance Rent payment) shall be applied to rental payments scheduled under the Lease in inverse order of maturity Should Lessee fail to pay any part of any Rent within 3 days of its due date, Lessor shall (a) impose a late charge equal to 10% of the amount of the late payment or \$20, whichever is greater, and (b) commencing 30 days after any such payment is due under the Lease, assess interest on such delinquent payment until paid at the rate of 1,5% per month. However, if such late charge and/or interest exceeds the maximum amount of interest permitted by applicable law, such excess shall be reduced to the maximum rate permitted by law. IF THE LEASE IS REPLACING AN EXISTING LEASE, THE NEW RENT PAYMENT WILL INCLUDE THE BALANCE OF THAT LEASE AND RESULT IN A GREATER AGGREGATE COST TO LESSEE.
- 4. NET LEASE; RENT PAYMENTS ABSOLUTE. Each Lease is a net lease and Lessee's obligations to pay Rent in full when due are absolute and unconditional and shall not be subject to any abatement, reduction, set off, counterclaim, recoupment, defense or other right which Lessee may have or assert against Lessor, the supplier of the Equipment or any other person or entity.
- 5, DELIVERY AND INSTALLATION. Lessee will select the Equipment to meet its specifications and, in refrance thereon, Lessor will order such Equipment from the supplier(s) specified by Lessee or, if Lessee has previously entered into a purchase order or supply contract, such purchase order or supply contract shall be deemed assigned to Lessor upon execution of the relevant Equipment Schedule. Upon delivery and acceptance by Lessee of the Equipment designated in an Equipment Schedule, Lessee will execute and deliver to Lessor a Delivery and Acceptance Certificate. Lessee shall make all delivery arrangements with each supplier and, at Lessee's expense, will pey all transportation, packing, taxes, duties, installation, testing and other charges in connection with the delivery, installation and acceptance of the Equipment. Lessor shall have no liability to Lessee for delivery delays or failure of the supplier to deliver goods meeting the purchase order specifications. Lessee is hereby authorized to act as Lessor's agent in inspecting, accepting end rejecting delivery of Equipment, provided that all claims asserted by any supplier by reason of Lessee's rejection of any goods shall be Lessee's sole responsibility to defend, resolve and pay.
- see's application for the the date of such approval erast rate swaps ("Swaps to term of such Lease deing prior to each of such Lease deing prior to each of such All Points Solution, Inc. does in International Master Equipment Lease Agreement Office Products V13 01012012

EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE EQUIPMENT DR ITS FITNESS FOR ANY PARTICULAR PURPOSE: THE DESIGN OR CONDITION OF THE EQUIPMENT: THE QUALITY, CAPACITY OR SUITABILITY OF THE EQUIPMENT; COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; PATENT OR COPYRIGHT INFRINGEMENT; DR LATENT DEFECTS, IT BEING AGREED THAT THE EQUIPMENT IS LEASED "AS IS" AND THAT ALL SUCH RISKS, AS BETWEEN LESSOR AND LESSEE, ARE TO BE BORNE BY LESSEE AT ITS SOLE RISK AND EXPENSE. Lessor will have no liability to Lessee or third parties for any direct, indirect, social or consequential damages of any kind or nature arising out of this Master Lease, any Lease, or in connection with the Equipment.

- 7. ASSIGNMENT OF WARRANTY RIGHTS. Lessor hereby assigns to Lessee, for the Lease Term, any manufacturer's and/or supplier's warranties with respect to the Equipment and, provided no Default has occurred and ramains uncured, Lessee is hereby authorized to enforce such warranties, in its name, at Lessee's sole expense.
- 8. TITLE, Title to the Equipment shall remain solely with Lessor No. right, title or interest in or to the Equipment shall pass to Lessee other than the right to possess and use the Equipment for the Lease Term and such transfer is conditioned upon Lessae's compliance with the tarns and conditions of the Lease. Lessee, at its expense, will defend Lessor's title to the Equipment and will keep the Equipment free from all claims, liens, encumbrances and legal processes of Lessee's creditors and other parties, except for those claims created by or through Lessor. At Lessor's request, Lessoe shall affix identification plates or markings to the Equipment clearly indicating Lesson's ownership. If any Lease is deemed to be a lease intended for security, to secure Lessee's obligations under such Lease and under all other indebtedness at any lime owing by Lessee to Lessor, Lessee grants to Lessor a first priority security interest in the Equipment subject to such Lease and any and all proceeds from the use, rental or sale of such Equipment LESSEE IRREVOCABLY AUTHORIZES LESSOR TO FILE A COPY OF THIS LEASE AND/OR ANY OTHER DOCUMENT AS A FINANCING STATEMENT AND APPOINT LESSOR OR ITS DESIGNEE AS LESSEE'S ATTORNEY-IN-FACT TO EXECUTE AND FILE ON LESSE'S BEHALF, IF REQUIRED, SUCH FINANCING STATEMENTS COVERING THE EQUIPMENT AS LESSOR MAY DEEM NECESSARY AND REIMBURSE LESSOR FOR COST OF SUCH FILINGS AND LIEN
- 9. PERSONAL PROPERTY. All items of Equipment shall at all times be and remain personal property notwithstanding that any such Equipment may now or hereafter be affixed to realty. Lessee, at its expense, shall obtain all such welvers as Lessor may reasonably require to assure Lessor's title and interest in, access to and right to remove the Equipment.
- 10. USE, LOCATION AND INSPECTION OF EQUIPMENT So long as Lassee is not in Default under the Lease, Lessee shall be entitled to possess and use the Equipment for its business purposes in conformity with all applicable laws, ordinances, regulations, the requirements of all applicable insurance policies and of any applicable manufacturar's or supplier's warranties. Lessee shall bear all costs in connection with the operation and maintenance of the Equipment. The Equipment shall be delivered, at Lessee's direction and responsibility, to the location specified in the Equipment Schedule and shall not hereafter be removed from such location without the advance written consent of Lessor. Lessor shall have the right from time to time during Lessee's normal business hours to enter upon Lessee's premises or elsewhere for the purpose of confirming the existence, condition or proper maintenance of the Equipment. Lesses shall not, except with Lessor's prior written consent, part with possession or control of the Equipment or dispose of or ancumber any interest in the Equipment or under the Lease.
- 11. TAXES AND FEES. Lesses will pay all excise taxes, seles and use taxes, personal property taxes, and all other taxes and charges which may be imposed by any governmental entity during the term of this

Lease, arising from the use, acquisition, ownership or leasing of the Equipment, whether due before or after termination of the Lease Lessee will reimburse Lessor for all administrative costs associated with the preparation, filing, payment, and other costs necessary to properly administer taxes associated with the Equipment. Where required by law, Lessor will file the personal property tax returns with respect to the Equipment, and Lessee shall pay Lessor in advance, and at the time(s) Lessor requires, the taxes that Lessor anticipates will be due during the year.

- 12. RISK OF LOSS. Lessee is responsible for any loss, theft or destruction of, or damage to the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to Lessor at the end of this Lease. Lessee is required to make all Rant Payments even if there is a Loss. Lessee must notify Lessor in writing immediately of any Loss. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, (b) replace such Equipment with like equipment in good repair, condition and working order acceptable to Lessor, with clear title to such replacement equipment vested in Lessor, or (c) pay Lessor the amounts specified in Section 19 below.
- 13. MAINTENANCE, REPAIRS AND ALTERATIONS. Lessee shall, at its expense, keep ell of the Equipment in good repair, condition and working order and shall furnish all required parts and servicing so that the value and condition of the Equipment will be maintained and preserved, reasonable wear and tear excepted. Lessee shall not, without the written approval of Lessor, make any allerations or modifications to the Equipment except for upgrades that do not impair the value, utility or marketability of the Equipment. All such alterations, modifications or upgrades will become part of the Equipment and Lessor's property, without charge, free of any liens or encumbrances. Lessee shall keep software that is part of any Equipment current with all updates, revisions, upgrades and maintenance fixes, whether obtained from the supplier, licensor or any other source.
- 14. INSURANCE. Lessee shall provide and maintain at its expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming Lessor as loss payee and (b) public liability insurance in a minimum amount of one million dollars and third party property insurance, in each instance naming Lessor as an additional insured. Lessee shall provide to Lessor certificates or other evidence of such insurance when requested. Such insurance will be in a form, amount (including the minimum amount for public liability insurance stated above) and with companies acceptable to Lessor, and will provide that Lessor will be given 30 days advance notice of any cencellation or material change of such insurance. Lessor reserves the right to reject Lessee's insurance carrier for reasonable cause. IF LESSEE DOES NOT GIVE LESSOR EVIDENCE OF INSURANCE ACCEPTABLE TO LESSOR, LESSOR HAS THE RIGHT, BUT NOT THE OBLIGATION, TO OBTAIN INSURANCE COVERING LESSOR'S INTEREST IN THE EQUIPMENT FOR THE TERM OF THIS LEASE, INCLUDING ANY RENEWAL OR EXTENSIONS. LESSOR MAY ADD THE COSTS OF ACQUIRING AND MAINTAINING SUCH INSURANCE AND LESSOR'S FEES FOR LESSOR'S SERVICES IN PLACING AND MAINTAINING SUCH INSURANCE (COLLECTIVELY, "INSURANCE CHARGE"), ON WHICH LESSOR MAY EARN A PROFIT, TO THE AMOUNTS DUE FROM LESSEE UNDER THIS LEASE. Such insurance may duplicate coverage provided Such insurance may duplicate coverage provided under Lessee's existing policy. Lessee will pay the insurance Charge in equal installments attocated to the remaining Rent payments. Nothing in this Lease will create an insurance relationship of any type between Lessor and any other person. Lessee acknowledges that Lessor is not required to secure or maintain any insurance, and Lessor will not be liable to Lessee if Lessor terminates any insurance coverage that Lessor arranges. Lesses hereby appoints Lessor as Lessee's attorney-in-fact to make claims for, receive payment of, and execute and endorse all documents, checks, or drafts issued with respect to any Loss under any insurance policy relating to the Equipment
- 15. RETURN OF EQUIPMENT; RESTOCKING FEE. Upon expiration, cancellation or termination of the Lease Term, or upon Lessor's demand after e Default, atl, but not less than all, of the Equipment shall be immediately returned to Lessor as provided herein unless (a) Lessor has exercised a purchase option provided hereunder or (b) Lessor has

requested that Lessee provide temporary on-site storage, after which the Equipment shall be returned to Lessor. In making such return, Lessee shall deliver the Equipment to such place or places within the continental United States as Lessor may designate in writing. All costs and expenses of the return shall be borne by Lessee, including without fimitation, the costs of removing, dismantling, assembling, packing, insuring at full value, transporting and unloading of the Equipment, Lessor reserves the right to charge Lessee a restocking fee equal to two (2) Rent payments. All such returned Equipment shall be in good condition and the state of repair required by Section 10 herein, ordinary wear and lear excepted, and upon Lessor's request, Lessee will provide Lessor with a certification from the manufacturer or its authorized representative as to the Equipment's condition. To the extent that any portion of the Equipment consists of software or other licensed products, Lessee will return all tangible items of software and destroy all intangible items of software, certify in writing to Lessor that Lessee has complled with the above requirements, has not retained such software in any form and will not use the software after termination. Lessee acknowledges that it is Lessee's sole duty to remove all sensitive or confidential data stored within the Equipment prior to returning it.

16. PURCHASE AND RENEWAL OPTIONS. If no Default exists under a Lease, Lessee will have the option at the end of the Lease Term or any Renewal Term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown on the front of the Equipment Schedule, plus any applicable taxes. Unless the Purchase Option price is \$1.00, Lessee must give Lessor at least 90 days written notice before the end of the initial Lease Term that Lessee will purchase the Equipment or that Lessee will return the Equipment to Lessor. If Lessee does not give Lessor such written notice or if Lessee does not purchase or deliver the Equipment in accordance with the terms and conditions of the Lease, the Lease will automatically renew on a monthly basis until Lessee provides such notice and delivers the Equipment to Lessor. During such renewal(s) the Rent payment will remain the same. Lessor may cancel an automatic renewal term by sending Lessee written notice 30 days prior to such renewal term. If the Fair Market Value Purchase Option has been selected, Lessor will use its reasonable judgment to determine the Equipment's in use and in place fair market value. If Lessee does not agree with Lessor's determination of the Equipment's fair market value, the fair market value (in use and in place) will be determined at Lessee's expense by an independent appraiser selected by Lessor. Upon payment of the Purchase Option price, plus applicable taxes, Lessor shall transfer its interest in the Equipment to Lessee "AS IS, WHERE IS" without any representation or warranty whatsoever and this Lease will terminate. With respect to items of Equipment consisting of software, Lessee's right to continue use such software will be subject to the applicable license agreement.

17. INDEMNIFICATION. Lessee assumes liability for and agrees at its own expense to indemnify, hold harmless and defend Lessor and any assignee, and their respective employees and agents (each an "Indemnitee"), from and against any and all claims, liabilities, losses, damages, and expenses (including attorneys' fees and legal expenses and Lessar's internal administration costs) of every kind or nature arising out of or in connection with; (a) the Lease, including but not timited to, any breach of a representation or warranty, a Default (as defined hereinafter) and/or proceeding in bankruptcy with respect thereto; (b) the ordering, purchase, delivery, installation, ownership, selection, possession, leasing, operation, use, maintenance, transportation and return of the Equipment (including latent and other defects, whether or not discoverable by Lessee or Lessor); (c) any claims based on strict fort liability or warranty and any claim for patent, trademark or copyright infringement, (d) any claim relating to any interruptions of service, loss of business or consequential damages, and (e) any deta Lessee has stored within the Equipment (collectively, "Claims"). Lesses shall not be required to indemnify an Indemnitee against Claims to the extent such Claims result directly from the actual, but not imputed, gross negligence or willful misconduct of such indemnitee. Lessee shall, at its own cost and expense, defend any and all Claims which may be brought against any Indemnitee, oither alone or in conjunction with others upon any such liability or claim or claims and shall salisfy, pay and discharge any and all judgments and fines that may be recovered against any Indemnitee in any such action or actions. If the Purchase Option shown on the front of any Equipment Schedule to this Lease is other than a nominal purchase option, then Lessee

acknowledges that Rental Payments are calculated on the assumption that Lessor will realize certain income tax benefits under state and federal law as the owner of the Equipment and the Lessor under this Lease, As used herein a "Tax Benefit Loss" shall mean (1) the Lessor's loss of or loss of the right to claim or recapture all of or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment or (2) taxes incurred by Lessor as a result of the inclusion in Lessor's income for federal or state income lax purposes of any amount other than Rental Payments hereunder due to any modification of the Equipment, other action or failure to act by Lessee. If Lessor suffers a Tax Benefit Loss for any reason other than (i) Lessor's sale of the Equipment other than due to a Default, (ii) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or failure to claim such tax benefits in a timely manner or (iii) a change in tax law (including a change in tax rates) that becomes effective after the date of this Lease, then Lessee shall pay to Lessor a lump sum amount that, after the payment of all federal, state and local taxes and using the same assumptions as to tax benefits and other matters Lessor used in originally calculating the Rental Payments will, in Lessor's reasonable opinion, maintain Lessor's net after-tax rate of return and cash flows with respect to this Lease as they would have been enjoyed if such Tax Benefits Loss had not occurred. Lessor will notify Lessee of any claim that may give rise to indemnification under this paragraph but will be under no obligation to contest any such claim. in any event. Lessor shall control all aspects of any settlement and contest and, whether such contest is successful or not, Lessee shall promptly pay all legal fees and other out-of-pocket expenses incurred by Lessor in defending such claim. For purposes of this paragraph, the term "Lessor" includes any member of an affiliated group which Lessor is or may become a member of in the event that consolidated tax returns are filed for such affiliated group for federal income tax purposes. The indemnification provisions of this Section 17 shall continue in full force and effect notwithstanding the expiration or other termination of this Master Lease or any Lease.

18. EVENTS OF DEFAULT. Each of the following is a "Default" under Inis Lease: (a) Lessee fails to pay any Rent payment or any other payment within 10 days of its due date; (b) Lassee fails to perform any of its other obligations under this Lease or in any other agreement now existing or hereafter made with Lessor or with any of Lessor's affiliates and such failure continues for 10 days after Lessor notifies Lessee of it; (c) Lessee becomes insolvent or is dissolved, or Lessee assigns its assets for the benefit of its creditors, or enters (voluntarily or involuntarily) any bankruptcy or reorganization proceeding: (d) any guarantor of this Lease ("Guarantor") dies, does not perform its obligations under the guaranty or any other agreement, now existing or hereafter made with Lessor, or becomes subject to one of the events listed in clause (b) or (c) above; (e) Lessee or any Guaranter consolidates with, merges with or into, or conveys or leases all or a substantial part of its assets to any person or engages in any other form of reorganization, or there is a change in the legal structure of Lessee or any Guarantor, in each case which results, in the sole opinion of Lessor, in a material adverse change in Lessee's or such Guarantor's ability to perform its obligations under the Lease or any Guaranty, respectively, or there is otherwise a change in control of Lessee or any Guarantor; (f) Lessee or Guarantor makes or gives any false or misleading representations or warranties at anytime or in any manner in connection with the Lease; (g) Lessee or any Guarantor shall be in default under any obligation for the payment of borrowed money or the deferred purchase price of, or for the payment of any rent due with respect to, any real or personal property. A Default with respect to any Equipment Schedule shall constitute a Default for all Equipment Schedules and all other agreements with Lessor and its affiliates.

19. REMEDIES. If a Default occurs, Lessor may do one or more of the following: (a) Lessor may cancel or terminate this Lease or any or all other agreements that Lessor has entered into with Lessee; (b) Lessor may require Lessee to immediately pay Lessor, as compensation for loss of Lessor's bargain and not as a penalty, a sum equal to (i) all unpaid Rent payments for the remainder of the term plus Lessor's anticipated residual interest in the Equipment, if applicable, discounted to present value at a simple interest rate per annum equal to the the discount rate of the Federal Reserve Bank of New York on the Commencement Date of the Lease, plus (ii) all other amounts due or

that become due under this Lease; (c) Lessor may require Lessee to deliver the Equipment to Lessor as set forth herein and terminate use of any software component of the Equipment; (d) Lessor or its agent may peacefully repossess the Equipment without court order and Lessee will not make any claims against Lessor for damages or trespass or any other reason; and (e) remedy such Default, including making repairs or modifications to the Equipment, for the account and expense of Lessee, and Lessee agrees to reimburse Lessor for all of Lessor's costs and expenses; (f) apply any deposit or other cash collateral or sale or remarketing proceeds of the Equipment at any time to reduce any amounts due to Lessor; and (g) exercise any other right or remedy which may be available to Lessor under applicable law. Notice of Lessor's intention to accelerate, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor, or any other notice whatsoever are hereby waived by Lessee and any Guarantor. Interest on all unpaid balances more than thirty days past due shall accrue at the lesser of 1.5% per month, or the maximum rate allowed by law, until paid in full. The exercise of any of the foregoing remedies by Lessor will not constitute a termination or cancellation of the Lease unless Lessor so notifies Lessee in writing. At any sale of the Equipment pursuant to this Section 19, Lessor may bid for the Equipment. Notice required, if any, of any sale or other disposition hereunder by Lessor shall be satisfied by the mailing of Such notice to Lessee at least ten (10) days prior to such sale or other disposition. In the event Lessor takes possession and disposes of the Equipment, the

any such disposition shall be applied in the following order: (i) to all of Lessor's costs, charges and expenses incurred in taking, removing, holding, repairing and selling or leasing the Equipment and/or otherwise enforcing Lessor's rights hereunder; (ii) to the extent not previously paid by Lessee, to pay Lessor for any amounts then remaining unpaid under the Lease; (iii) to reimburse Lessee for any sums previously paid by Lessee as damages hereunder; and (Iv) the balance, if any, shall be retained by Lessor. Lesses will remain liable for any amounts that remain due after Lessor has applied such not proceeds. Termination of a Lease under this Section 19 shall not affect Lessee's duty to perform Lessee's obligations under such Lease to Lessor in full. Lessee agrees to reimburse Lessor on demand for any and all costs and expenses incurred by Lessor in enforcing its rights and remedies hereunder following the occurrence of a Dafault, including, without limitation, reasonable attorney's fees, the costs of repossession, storage, insuring, re-letting, selling and disposing of any and all Equipment, all prejudgment and post-judgment actions taken by Lessor and all actions taken by Lessor in any benkruptcy proceeding involving the Lessee, the Equipment and/or any Guarantor and Lessor's internal administration Lessor's remedies under the Lease shall not be deamed exclusive, but each shell be cumulative and in addition to any other remedy referred to above or otherwise available at law or equity. Weiver of any default or breach of the Lease shall not be construed as a waiver of subsequent or continuing defaults or breaches

- 20. LESSEE'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Lessee hereby represents, warrants and covenants to Lessor that with respect to this Master Lease and each Equipment Schedule exacuted hereunder:
- (a) If Lessee is a corporation, partnership or other business entity, Lessee (i) is duly organized, validly existing and in good standing under the laws of its state of organization. (ii) is qualified to do business in every jurisdiction in which such qualification is necessary and where the Equipment is located, (iii) has the power and authority to own its properties and carry on its business as now being conducted and to execute and perform this Master Lease and each Lease, and (iv) has duly authorized the execution, delivery and performance of this Master Lease and each Lease:
- (b) No approval is required from any regulatory body, board, authority or commission, nor from any other administrative or governmental agency with respect to the execution and performance of this Master Lease or any Lease, or if required, such approval has been obtained;
- (c) This Master Lease and each Lease constitutes the legal, valid and binding obligation of Lessee, enforceable in accordance with its terms, and the execution, delivery and performance hereof by Lessee will not violate any provision of any law, any order of any count or of any other

agency of government, or any indenture, agreement or other instrument to which Lessee or any Guarantor is a party, or by or under which Lessee or any Guarantor is bound, or be in conflict with, result in a breach of, or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument:

- (d) All balance sheets, statements of profit and loss and other financial data that have been delivered to Lessor with respect to Lessee or any Guarantor (i) are complete and correct in all material respects, (ii) accurately present the financial condition of Lessee and such Guarantor as of the date, and the results of its operations for the periods for which, the same have been furnished, and (iii) have been prepared in accordance with generally accepted accounting principles consistently followed throughout the periods covered theraby, all balance sheets disclose all known liabilities, direct and contingent, as of their respective dates; and there has been no change in the condition of Lessee or any Guarantor, financial or otherwise, since the date of the most recent financial statements delivered to Lessor with respect to Lessee and such Guarantor, other than changes in the ordinary course of business, none of which changes has been materially adverse;
- (e) No mortgaga, deed of trust or other lien of any nature whatsoever which now covers or affects, or which may hereafter cover or affect, any property or interest therein of the Lessee, now attaches or hereafter will attach to the Equipment or in any manner affects or will affect adversely Lessor's right, little and interest therein;
- (f) There are no suits or proceedings pending, or to the knowledge of Lessee, threatened, in any court or before any regulatory commission, board or other administrative governmental agency against or affecting Lessee or any Guarantor, which will have a material adverse effect on the financial condition or business of Lessee or such Guarantor.
- (g) All information concerning the financial condition and business operation of Lessee submitted to Lesser pursuant to this Master Lesse or any Equipment Schedule shall be true and correct;
- (h) Lessee will furnish Lessor (a) within one hundred twenty (120) days after the end of each fiscal year, a copy of Lessee's financial statements for such fiscal year prepared by an independent certified public accountant and (b) within forty-five (45) days after the end of each fiscal quarter, the internal financial statements of Lessee as at the end of such fiscal period, including a balance sheet and income statement, all prepared in accordance with generally accepted accounting principles consistently applied, unaudited but certified to be true and accurate, subject to normal year-end adjustments, by Lessee's principal executive officer or its principal financial officer. In addition, Lessee shall promptly inform Lessor of any Default (as defined herein) or any events or changes in the financial condition of the Lessee which may result in a material adverse change in Lessee's financial condition; and
- (i) Lessee will not change its state of incorporation or organization or its name as it appears in official fillings in the state of its incorporation or organization without giving Lessor at least 10 days prior notice
- 21. ASSIGNMENT. LESSEE MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR ITS INTEREST IN THIS LEASE. Lessor may, without notifying Lessee, sell, assign, or transfer this Lease and Lessor's rights to the Equipment. Lessee agrees that the new owner will have the same rights and benefits that Lessor has now under this Lease but not Lessor's obligations. The rights of the new owner will not be subject to any claim, defense of set-off that Lessee may have against Lessor. Upon request, Lessee will acknowledge in writing its receipt of notice of any such assignment.
- 22. SEVERABILITY. Any provision of this Master Lease or any Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition and unenforceable without invalidating the remaining provisions hereof. To the axtent permitted by applicable law, Lessee hereby walves any provision of law that prohibits or renders unenforceable any provisions hereof in any respect.
- 23. NOTICES. All notices, reports, demands and other documents provided for herein shall be deemed to have been given or made when

sent by first class certified mail, return receipt requested or delivered by a nationally-recognized overnight courier, addressed to Lessor or Lessee at their respective addresses set forth in the heading to this Master Lease or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose,

AMENOMENTS; WAIVERS; FAX MISCELLANEOUS. This Master Lease and the Equipment Schedules execuled by Lessor and Lessee constitute the entire agreement between Lessor and Lessee with respect to the Equipment. No term or provision of any Lease may be changed, waived, amended or terminated except by a written agreement signed by both Lessor and Lessee, except that Lessor may insert certain information in the Equipment Schedules to conform to facts indicated in the applicable Delivery & Acceptance Certificates, including complete descriptions of Equipment, serial numbers and costs and consequential adjustments to the Rent, and to correct obvious mistakes. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of interest permitted to be charged or collected under applicable law, and any such excess payment will be applied to Rent payments in inverse order of maturity, and any remaining amounts will be refunded to Lessee. If more than one Lessee has signed the Lease, each of the Lessees shall be jointly and severally liable for performing ail of the obligations and dulies under the Lease. A fax version of Lessee's signature on the Lease shall be binding upon Lessee as if originally signed; however, the Lease shall be binding upon Lessor when signed by Lessor Lessor and Lessee agree that the version of the Lease with the Lessor's original signature shall constitute the original authoritative version

25. UCC ARTICLE 2A; GOVERNING LAW, WAIVERS AND JURISDICTION. Each Lease shall be governed by and interpreted under the internal laws of the State of New Jersey. If Article 2A of the UCC is applicable to the Lease, the Lease will be considered a "finance lease" as that term is defined therein. Lessee acknowledges that Lessee either has a) reviewed approved and received a copy of the supply contract or purchase order or b) received from Lessor the identity of the supplier, been informed that Lessee has certain rights under the supplier for a description of those rights. Lessee waives all rights and remedies under UCC Section 2A-508 through 2A-522, including, but not limited to (1) any right to repudiate or

the heading to this Master Lease.

cancel the Lease; (2) any right to reject tender of the Equipment or to revoke acceptance of the Equipment; (3) any right to recover damages for any breach of warranty; and (4) any right to deduct damages resulting from Lessor's default from any amount owing under the Lease. Lessee agrees that if there is a conflict between the Lease and any provision under Article 2A of the UCC Code, the terms of the Lease shall prevail.

IF THE LESSOR OR ITS ASSIGNEE SHALL COMMENCE ANY JUDICIAL PROCEEDING IN RELATION TO ANY MATTER ARISING UNDER A LEASE, LESSEE IRREVOCABLY AGREES THAT ANY SUCH MATTER MAY BE ADJUDGED OR DETERMINED IN ANY COURT OR COURTS IN THE STATE OF LESSOR'S OR ITS ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS, OR ANY COURT OR COURTS IN THE LESSEE'S STATE OF RESIDENCE, OR IN ANY OTHER COURT HAVING JURISDICTION OVER THE LESSEE OR THE LESSEE'S ASSETS, ALL AT THE SOLE DISCRETION OF THE LESSOR. LESSEE HEREBY IRREVOCABLY **GENERALLY** SUBMITS UNCONDITIONALLY TO THE JURISDICTION OF ANY SUCH COURT SO ELECTED BY LESSOR IN RELATION TO SUCH MATTERS. FURTHER, IN ANY LITIGATION ARISING UNDER ANY LEASE, LESSEE VOLUNTARILY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. For security purposes and to help the government fight terrorism and money laundering activities, Federal law requires all financial institutions to obtain. verify, and record information that identifies each individual or commercial entity that enters into a customer relationship with the financial institution. For this reason, Lessor may request the following identifying information: name, address, date of birth. Lessor may also ask other questions or request other documents meant to verify Lessee's individual or commercial

26. PARTIES. The provisions of this Master Lease shall be binding upon, and inure to the benefit of, the assigns, representatives and successors of the Lessor and Lessee

3i interpational	A	Neighbors Weith Systemine
By: Phour	whorting	Ву:
Print Name:	Attorney in Eact	Print Name J JOHN Villar
Print Title:	Sharon Martin	Print Title: CF
Date:	Team Leader	Date:

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Master Lease to be duly executed, as of the date indicated in

AMENDMENT TO MASTER EQUIPMENT LEASE AGREEMENT

Master Equipment Lease Agreement Number: 41261960 Dated: September 14, 2015:

This Amendment to Master Equipment Lease Agreement number 41261960 (the "Amendment") is effective as of November 6, 2015 and is made part of that Master Equipment Lease Agreement (the "MELA") by and between a All Points Solution, Inc. dba 3i International as "Lessor" and Neighbors Health System, Inc. as "Lessee".

Each capitalized term used but not defined in this Amendment will have the meaning given to it in the MELA. In the event of any conflict among the terms of this Amendment and the terms of the MELA, the terms of this Amendment will control and prevail.

PRELIMNARY STATEMENTS

WHEREAS, Lessor and Lessee have executed the MELA on or about September 14, 2015, with the understanding that various wholly-owned subsidiaries of Lessee would subsequently enter into equipment schedules for certain office equipment and any related parts and accessories thereto (the "Equipment"); and

WHEREAS, on or about November 5, 2015, Lessee filed a Certificate of Amendment with the Secretary of State of Texas, by which Lessee changed its legal entity name from Neighbors Health System, Inc. to Neighbors Legacy Holdings, Inc.; and

WHEREAS, on or about November 6, 2015 Neighbors Legacy Holdings, Inc. subsequently formed Neighbors Health System, LLC, a wholly-owned subsidiary; and

WHEREAS, the parties wish to add Neighbors Health System, LLC as a lessee to the MELA and all related and subsequent Schedules thereto; and

WHEREAS, the parties desire to amend the MELA to reflect the appropriate lessees thereto.

NOW THEREFORE, in consideration of the promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties amend the MELA as follows:

- 1. As of November 6, 2015, "Neighbors Health System, Inc." is hereby changed to "Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc."
- 2. As of November 6, 2015, "Neighbors Health System, LLC" is hereby added to the MELA as a Co-Lessee.
- 3. All other terms and conditions in the MELA shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of November 6, 2015.

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Authorized Si	gnature Dara	Rapillo	3	
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EIGHBORS J	HEALTH S	KSTEM L	LC	
Co-Lessee (. 1		MANAGEMENT POR COLUMNICATION AND COLUMNICATION A
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Authorized Six	idature 1	TX A	-	
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NEIGHBORS LEGACY HOLDINGS, INC. FKA NEIGHBORS
HEALTH SYSTEM, INC.
Lessee
X
Authorized Signature
Print Name and Title
THE DELLE VICKEN/OF

SECRETARY'S CERTIFICATE

SECRETARY'S CERTIFICATE RELATING TO INCUMBENCY AND CORPORATE RESOLUTIONS

	INCU	MBENCY AND CORPORATE			
Th	e undersigned, <u>DVar M</u>	esh Patel	Secretary of		
Ne	ighbors GP_LLC a Texas limit	ed liability company (the "Compan	y") hereby certifies as follows:		
 I am the duly elected, qualified and acting Secretary of the Company and have the custody of Company's records and minutes. 					
2.			d or appointed to the offices indicated below, d the specimen signatures appearing beside		
	Name	Title	Specimen Signature		
Se	tul Patel	<u>Director</u>			
Joh	тп Decke <u>r</u>	Director			
	(including those listed on to time enter into a Mast International ("3i"), includ equipment (collectively, the collectively as "Leases"); RESOLVED, that the Colbehalf of the limited partner RESOLVED, that Setul Plare duly authorized to sign of the Company; and RESOLVED, that 3i is as	Exhibit A nereto, and others that reading and or more Equipment Lease Agreement (ing one or more Equipment Lease MELA and each Schedule are read and inpany (through its duly authorizederships; and attel and John Decker, whose titles and deliver agreements and others.	the Company acts as the General Partne may be formed subsequently), may from time "MELA") with All Points Solution, Inc. dba 3 e Schedules ("Schedules") thereto for office eferred to herein individually as a "Lease" and Directors/Officers) shall sign the Leases or and specimen signatures are set forth above er documents related to the Leases on behaltions set forth above until receipt by it at its lerein.		
4.	caused this certificate to be	ized officers of the Company that executed and the seal of the Collay of September 20	t make certificates on its behalf and I have ompany to be placed on this certificate this 15.		
(Cc	orporate Seal)	Secretary			
	*				

Exhibit A to Secretary's Certificate

- 1. NEC Harlingen Emergency Center, LPS
- 2. NEC Kingwood Emergency Center, LP
- 3. NEC Lakeline Emergency Center, LP
- 4. NEC Midland Emergency Center, LP
- 5. NEC Mueller Emergency Center, LP
- 6. NEC Odessa Emergency Center, LP
- 7. NEC Orange Emergency Center, LP
- 8. NEC Pasadena Emergency Center, LP 1
- 9, NEC Pearland Emergency Center, LP
- 10. NEC Port Arthur Emergency Center, LP
- 11. NEC Texas City Emergency Center, LP
- 12. NEC Tyler Emergency Center, LP
- 13. NEC Yorktown Emergency Center, LP
- 14. NEC Zaragoza Emergency Center, LP
- 15. Neighbors Physician Group, PLLC
- 16. Neighbors Practice Management, LLC
- 17. NEC Baytown Emergency Center, LP
- 18. NEC Beaumont Emergency Center, LP
- 19. NEC Bellaire Emergency Center, LP
- 20. NEC Crosby Emergency Center, LP
- 21. NEC Eastside Emergency Center, LP

SECRETARY'S CERTIFICATE

		INCUMBENCY AN	D CORPORATE	
T	ne undersigned,	DHARMESIA	PATEL	Secretary of
N	eighbors <u>Legacy Holdi</u>	ngs, Inc. a <u>Texas</u> corpor	ration (the "Corpora	ation") hereby certifies as follows:
1.	I am the duly elec corporate records, n	ted, qualified and actin ninutes and corporate se	g Secretary of the	Corporation and have the custody of the
2.	below as of Noven	d individuals: (a) have in ther 6, 2015; (b) curre s appearing beside their	ntly hold such offi	red to the effice of the Corporation indicated ce at this time; and (c) have provided the
	Name		Title	Spenimen Signature
Se	tul Patel	Preside	ent and CEO	
Ja	hn Decker		FO	
	("MELA") together Inc. dba 3i Interrection time to time individually as a "RESOLVED, that (including those light into the Leases at RESOLVED, that for the obligations RESOLVED, that authorized to sign Corporation; and RESOLVED, that	of the Corporation is payed with Neighbors Health national ("31") as lesson for office equipment (of Lease" and collectively to certain wholly-owned isted on Exhibit A hereto's Co-Lessees; and the Corporation, the LEs under the Leases; and to Setul Patel and John hand deliver agreement.	System, LLC (the " ; including Equipm offectively, the MEI as "Leases"); and subsidiaries of the c, and others that much and any such C Decker, President ats and other docury upon the resolution.	nto a Master Equipment Lease Agreement (LLC") as lessee, and with All Points Solution, ent Lease Schedules ("Schedules") thereto. A and each Schedule are referred to herein Corporation which act as operating entities nay be formed subsequently), shall also enter co-Lessee shall be jointly and severally liable and CEO and CFO, respectively, are duly nents related to the Leases on behalf of the lions set forth above until receipt by it at its erein.
!	I am one of the duly caused this certificat	v authorized officers of te to be executed and t day of <u>Febr</u>	the seal of the Cor.	at make certificates on its behalf and I have poration to be placed on this certificate this 6.
Co	rporate Seal)		Secretary Tharm	ash Putel mD.

- 1. NEC Harlingen Emergency Center, LP
- 2. NEC Kingwood Emergency Center, LP
- 3. NEC Lakeline Emergency Center, LP
- 4. NEC Midland Emergency Center, LP
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- 18. NEC Beaumont Emergency Center, LP
- 19. NEC Bellaire Emergency Center, LP
- 20. NEC Crosby Emergency Center, LP
- 21. NEC Eastside Emergency Center, LP

SECRET	ARY'S	CERT	IFI	CATE

				TE RELATING NY RESOLUTIO		
Tŀ	e undersigned,	DHARNESH	PATEL		ecretary of	
Ne	eighbors Health Syste	em, LLC a Texas limite	d liability compa	пу (the "Compan	y") hereby certifies as follows:	
1.	I am the duly elect minutes and seal.	ied, qualified and actir	ig Secretary of t	he Company and	have the custody of its record	ls,
2.	below as of Nove	ed individuals: (a) ha mber 6, 2015; (b) cu as appearing beside the	rrently hold suc	y elected to the h office at this t	office of the Company indicate ime and (c) have provided the	ed ne
	Name		Title	X	Specimen Signature	
Se	tul Patel	The state of the s	CEO			
Jol	hnDecker		2 Fo		XA	
	together with Ne inc, dba 3i Interfrom time to tim individually as a RESOLVED, that (including those into the Leases and RESOLVED, that liable for the oblice RESOLVED, that deliver agreement RESOLVED, that deliver agreement RESOLVED, that	eighbors Legacy Holding an ational ("31") as less of for office equipment "Lease" and collective at certain wholly-owned listed on Exhibit A hereas Co-Lessees; and at the Company, the Cogations under the Lease to Setul Patel and Johnts and other documents.	ngs, Inc. (the "Cosor, including Ecocor, including Ecocor, including Ecocor, including Ecocor, including Ecocor, and others incorporation and asses; and in Decker, each into related to the rely upon the re-	orporation") as les quipment Lease (e MELA and each and of the Corporation that may be formed any such Co-Less a Director, are e Leases on behalt esclutions set fort	ment Lease Agreement ("MEL. isee, and with All Points Solution Schedules ("Schedules") there is Schedule are referred to here in which act as operating entitied subsequently), shall also entitles shall be jointly and several each duly authorized to sign at of the Company; and the above until receipt by it at	on, eto ein ies ter ully
	l am one of the du caused this certifica	ily authorized officers ate to be executed ar day of <u>Feb</u>	nd the seal of the	y that make certine Company to b 2016.	ficales on its behalf and I have placed on this certificate the	/e iis
Co	mpany Seal)		Secretary	Thank Put	2 M.O.	

- 1. NEC Harlingen Emergency Center, LP
- 2. NEC Kingwood Emergency Center, LP
- 3. NEC Lakeline Emergency Center, LP
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- 21, NEC Eastside Emergency Center, LP

EQUIPMENT SCHEDULE (Cost Per Copy)

To Master Equipment Lease Agreement

Please fax a signed copy to 1-868-329-8795

Master Equipment Lease Agreement Number: 41261960 Dated: September 14, 2015

Equipment Schedule Number: 41251960 Dated: September 29, 2015

Lessor: All Points Solution, dba 3i International

Lessee: Neighbors Legacy Holdings, Inc. fka Neighbors Health System, Inc.

Lessee Federal Tax ID Number: XXXXXXX

Co-Lessee: Neighbors Health System, LLC

Co-Lessee Federal Tax ID Number: XX XXXXX
Co-Lessee: NEC Odessa Emergency Center, LP

Co-Lessee Federal Tax ID Number: XX XXXXX

This Equipment Schedule is entered into pursuant to the Master Equipment Lease Agreement identified above (the "Master Lease"). All of the terms and conditions of the Master Lease are incorporated herein and made a part hereof, along with any Supplemental Terms annexed to this Equipment Schedule. For the avoidance of doubt, the Co-Lessee referenced above hereby agrees with all of the terms and conditions of the Master Lease and is made a signatory thereon by signing this Equipment Schedule. This Equipment Schedule, any Supplemental Terms annexed hereto and the Master Lease as it relates to this Equipment Schedule are hereinafter collectively referred to as the "Lease." Lessor and Lessees hereby agree that the terms and conditions of this Equipment Schedule shall have priority and govern in the event of any conflicts with the terms and conditions of the Master Lease. Lessee and Co-Lessee (collectively referred to as "Lessee") shall be jointly and severally liable for all obligations under this Lease.

MAINTENANCE AND SUPPLIES: The charges established by the Lease Include payment for the use of the designated equipment, and may also include accessories and maintenance (during normal business hours) pursuant to a separate arrangement between Lessee and the supplier of such accessories and maintenance. Paper must be separately purchased by Lessee. If necessary, the service and supply portion of the Lease may be assigned.

OVERAGES, COST ADJUSTMENTS, USAGE AND BILLING: Lessee agrees to comply with any billing procedures designated by Lessor, including notifying Lessor of the meter reading at the end of each month. At the end of the first year of the Lease and once each successive twelve month period, We may increase the Rent and the Overage copy Charge by a maximum of not greater than 15% of the existing charge. Lessee may not carry over any credits in any month in which Lessee makes fewer copies than the copy allowance per month.

EQUIPMENT AND LEASE INFORMATION:

SUPPLIER INFORMATION	Supplier Name ("SUPPLIER") All Points Solutions, Inc DBA 3i Internation	al	Supplier Pt . 832-49	none Number 4-1412
	Street Address/City/State/Zip 10100 West Sam Houston Pkwy S #	340, Houston, TX,	77027	
EQUIPMENT DESCRIPTION	Equipment Description: See Schedule A		Quantity	Serial Number
EQUIPMENT LOCATION	Street Address/City/County/State/Zip 2731 North Grandview Ave, Odessa, TX, 79762			
TERM AND PAYMENT SCHEDULE	LEASE TERM Term in Manths 63	RENTAL AMOUNT \$ 3406.1 Rental Payment Pelndicated		applicable (axes) Unless Otherwise
	Copy Allowance: BAV copy: N/A Color copy:N/A Scan: N/A Other: N/A	Overage Copy Cha B/W copy; N/A Scan: N/A		olor copy:N/A N/A
	Meter Frequency: Monthly DQuarterly	□Semi-Annual □	Annual	

[SIGNATURE PAGE FOLLOWS]

Equipment Schedule (Cost Per Copy) - OP MELA V5 01112016 (Neighbors Legacy Holdings, Inc.)

ALL POINTS SOLUTION, INC. DBA 31 INTERNATIONAL	NEIGHBORS LEGACY HOLDINGS, INC. Ika NEIGHBORS HEALTH SYSTEM, INC.
By January Dava Rapillo	By: (Musi Be Signed by Authorized Corporate Officer, Parlner or Proprietor)
Name: Senior Account Managet	Name: Tike Docker
Title:	Title: CV
CO-LESSEE: NEIGHBORS HEALTH SYSTEM, ICC	CO-LESSEE: NEC Offessor Elnergency Center, LP By: NEIGHBORS GR, CENT To General Partner"
By (Must Be Signed by Authorized Corporate Officert, Entrey or Proprietor)	By: (Musi Be Signad by Authorized Carporate Officer, Parise/ or Proprietor)
Name:	Name: DUNY Doctor
Title: CFJ	Title: CFU

Neighbors Pealth Systems, Inc. NEC Odesse Emergency Center, LP Lease Agreement # 41261960

Schedule A

Preduct ID	Description	Quantity	foration	Address
TS 0-01575	Microsoft Office 2013 Hurne & Business 32/64-bit	10	Odessa Emergency Center (T	2731 North Grandview Ave, Odessa, TX 79762
100-505850	Sappoire AMD FirePro 2460 - Graphics card	1	Odessa Emergency Center IT	2731 North Grandview Aue, Odessa, TX 79762
3847383	Lenovo - Tiny Sanowich Kit - System Mounting Breck	3	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
960-000764	Logitech HD Pro Webcam C920 - Web camera	1	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
920-003070	Logitech Wheless Touch Keyboard \$400 - Keyhoard	1	Odessa Emergency Center IT	2751 North Grandview Ave. Odessa, TX 79762
200C003WUS	Lenovo ThinkPad 6450 20DC - Core I3 4005b / 1.7 GHz - Windows 7	1	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
10AU000XU5	Lenovo - ThinkCentre MS3 i5-4590	1	Odessa Emergency Center IT	2731 North Grandview Aye, Odessa, TX 79762
1048001005	Lesovo - ThinkCentre M93p 10A3 - Tiny desktop	3	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
VE198TL	ASUS VE1937L - LED monitor - 19" - 1440 x 900	1	Odessa Emergency Center !T	2731 North Grandview Ave, Odessa, TX 79762
U2413	Dell UltraSharp U2413 - LED monitor - 24" - 1923 x	2	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
UM-8V5AA.003	Acer V176Lism - LEO monitor - 17" - 1280 x 1024	1	Odessa Emergency Eenter IT	2731 North Grandview Ave, Odessa, TX 73762
PDUMH15	Tripp Lite Single-Phase Metered PCU - Horizontal	4	Odessa Emergency Center IT	2731 Worth Grandvlew Ave, Odessa, TX 79762
N252 046	Tripp Lite RM Cat6 110 Parch Panel 5686-49 ports	i	Odessa Emergency Center IT	2731 North Grandview Ave, Odresa, TX 79762
N252-024	Tripp Lite Rackmount Cat6 110 Patch Panel 5688	1	Odessa Smergency Center II	2731 North Grandview Ave, Odessa, TX 79762
SMARTZ200RMXL2U	Tripp Lite SmartPro - UPS - AC 120 V - 1.92 VLV	1	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 75762
8P48V24-2U	Tripp Lite External Battery Pack - UPS hattery	1	Odessa Emergency Center IT	2731 North Grandview Ave., Gdessa, TX 75762
CABSCREWSMS	Cabinet screws and nuts pack of 50 M5 mounting screws	2	Odessa Emergancy Center II	2731 North Grandview Ave, Odessa, TX 79762
RKLCD8KT	StarTech.com Universal Swivel LCD Monitor Mounting	1	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
SV431USBAE	StarTech.com 4 Port Rack Mountable US8 KVM Switch	1	f)dessa Emergency Canter IT	2731 North Grandview Ave., Odessa, TX 79762
5V431RACK	StarTech.com 1U Rack Mount Brackets for KVM Switch	1	Ociessa Emergency Canter IT	2731 North Grandview Ave, Ocessa, TX 79762
5VU502N1_6	StarTech.com 2-in-1 USB KVM Cable	4	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
I/HCM-1	Middle Atlantic HHCM-1 - Rack cable nigh let	S	Odessa Emergency Center IT	2731 North Grandview Ave. Odessa, TX 79762
HHCM-2	Middle Atlantic HHCM-2 - Rank cable mgc kir	1	Ordessa Emergency Center IT	2731 North Grandview Ava, Odessa, TX 79762
V51818T	ATEA HCMI Over Single Cat S Splitter & port	4	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
VE8178	Aten HDMI Over Single Cat 5 Receiver	32	Odessa Ernergency Center IT	2731 North Grandview Ave, Odessa, TX 75762
BE\$50G1	APC Back-UPS 650-0/95-AC 170 V-390 Watt-8 burput	\$	Odessa Emergency Center IT	2731 North Grandview Ave, Odesse, TX 79762
BR1500G	APC Back-UPS 1500 VA Tower UPS - 1500 VA/865 W - 120 V AC	2	Odessa Emergency Center (7	2731 North Grandview Ava, Odessa, TX 79762
5432€	CQS 6ft DisplayFort Male to HD Male Adapter Cable	3	Odessa Emergency Center IT	2731 North Grandview Ave. Odessa, TX 79762
54301	C2G Mini Cisplay Port Adapter Cable 1.3 maters	2	Odessa Emergency Center IT	2731 North Grandview Ave, Ocessa, TX 79762
54335	Mini Display Fort Make to Single Link OVI-D Make Adapter Cable	1	Odessa Emergency Center !T	2731 North Grandview Ave, Ocessa, TX 79762
56782	C2G 38f High Speed HDMI Cable with Ethernet	29	Odessa Emergency Canter ()	2731 North Grandview Ave, Ocessa, TX 75762
58781	E2G 6ft High Speed HDMI Cable with Ethernet	4	Odessa Emergency Canter IT	2731 North Grandview Ave, Odessa, TX 79762
V\$238H-P	Asus 23° LED LCD Monitor - 15:9 - 2 ms - Acjustable Display Angle - 1920 x 1030	18	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
840-C2	VIZIO E 40° 1030p LED-LCD TV - 16.9 - 120 Hz	3	Odessa Emergency Canter IT	2731 North Grandview Ave, Odessa, TX 74762
E60-C3	VIZIO E 60" 10800 LSD-LCD TV - 16:9 - 120 Hz	4	Odessa Emergency Canter (T	2731 North Grandview Ave, Odessa, TX 79762
90340	Velcro CNE WRAP Adhesive Streps - 0.75" Width x 12 ft Length	10	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, 1X 79762
91372	Vekeo One Wrap Roll 30" x 1.5"	3	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
51111976296	3M Oval Lock Reclosable Fastener T83SSO	3	Odessa Emergency Center IT	2731 North Grenoview Ave. Odessa, TX 79762
CT-145-BK	Nicpon Labs 14" Standard Cable Ties Black 100pc bag	1	Odessa Emergently Center IT	2731 North Grandview Ave, Odessa, TX 79752
SRSHELFZP	Tripp Lits - 20 Wide - Black - 27 kg x Maximum Weight Expacity	2	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
CON-SNIP-ASASSOK9	SMARTnet 24x7x4	2	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
SRW2048-K9-KA	Cisco SG300-S2 Layer 3 Switch - 52 Ports - Manageable - 2 x Expansion Slots	3	Odessa Emergency Canter IT	2751 North Grandview Ave, Odessa, TX 79762
CON-SNTP-58W004NA	SMARTnet 24x7x4	3	Orlessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
AIR-CT2504-5-69	Cisco Air 2804 Wirefess (AN Controller - 4 x Network (RI-45) - Rack-mountable	1	Ottessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762

CON-SMTP-CT255 SMARTnet 24x7x4 AIR-CAP-16021-A-K9 CISCO Aironet 1602l Controller Based Wireless Access Point CON-SNTP-C1602IA SMARTnet 24x7x4 AIR-CT2504-RMNT Cisco 2504 Wireless Controller Rack Mount Bracket CON-SNTP-563011NA SMARTnet 24x7x4 Lenovo TopSeller Service - 4 Year - Warranty - On-site - Technical 82018002W2 WS-C3560CX-8TC-5 Cisco 3550CX-8TC-S Layer 3 Switch - 8 Ports E32-C1 VIZIO E32-C1 - 32" Class (31.5" viewable) - E Series LEO TV - Smart TV - 1080p CON-SNTP-WSC38TCS 5MARTnet 24x7x4 ASASSO6-SEC-BUN-K9 Cisco ASA 5506-X with FirePOWER Services - Security appliance - 8 ports bundled with license SG300-10MPP-K9-NA Cisco Smell Business 5G300-10MPP - Switch - L3 - managed - 8 x 10/100/1000 (PoE+) 5W50F63226 Lenavo - Top Seller ePac Priority Support 4 years 5WS0F63194 Lenovo - ePac Onsite Warranty 4 yrs Parts/Labor 102003-6 Cable Matters Display Port to HDMI 6' Cable 101007-BLACK-6 Cable Matters Mini Display Port to Display Port 6' Cable 101010-BLACK-5 Cable Matters Mini Display Port to DVI 6' Cable EZ Anchor Stud Solver #7 x 1 1/4" Phillips Drive Ory Wall Anchor QTY = 50 25316 5W50080913 Lenovo - ePac Onsite Warranty 4 yrs Parts/Labor + Tech Install CRU SWS0080913 Lenovo - ePac Onsite Warranty 4 yrs Parts/Labor + Tech Install CRU Lenovo - ThinkCentre M737, is-45905 108C001NUS 5WS008090S Lenovo - TopSeller ePac Priority Support 4 years 200F003PUS Lenovo - ThinkPad 8550 15.6 i5 8G8 500 G8 Lenovo - TopSeller ePac Priority Support 4 years 5W50F63226 5W50F63194 Lenovo - ePac Onsite Warranty 4 yrs Parts/Labor 5WS0F63204 Lenovo - ePac Onsite Warranty 4 yrs Parts/Lahor Lenovo - TopSeiler ePac Priority Support 4 years SWS0F63227 801572 Everbit #6 x 1" Flat Head Phillips 100 pieces 801352 Everhit #6 x 1/2" Flat Head Phillips Drive 100 208L0014U5 ienovo - ThinkPad X140e 10-FLX2-200-POTS Revolabs FEX2 Wireless Confrence Phone Name:

Oate:

1 Odessa Emergency Center II 2731 North Grandview Ave, Odessa, TX 79762 Odessa Emergency Center IT 3 2731 North Grandview Ave. Odessa, TX 79762 Odessa Emergency Center IT 2731 North Grandview Ave. Odessa, TX 79762 1 Odessa Emergency Center IT 2731 North Grandview Ave, Odessa, TX 79762 Odessa Emergency Center IT 2731 North Grandview Ave, Odesse, TX 79762 Odessa Emergency Center IT 2731 North Grandview Ave, Odessa, TX 79762 2 Odessa Ernergency Center IT 2731 North Grandview Ave, Odessa, TX 79762 Odessa Emergency Center IT 2731 North Grandview Ave. Odessa, TX 79762 Odessa Emergency Center IT 2731 North Grandview Ave, Odessa, TX 79752 2 Odessa Emergency Center IT 2731 North Grandview Ave, Odessa, TX 79762 1 Odessa Emergency Center IT 2731 North Grandview Ave, Odessa, TX 79762 1 Odessa Emergency Center IT 2731 North Grandview Ave, Odessa, TX 79762 1 Odessa Emergency Center IT 2731 North Grandview Ave, Odessa, TX 79762 3 Odessa Emergency Center IT 2731 North Grandview Ave, Odessa, TX 79762 Odessa Emergency Center IT 2 2731 North Grandview Ave, Odessa, TX 79762 Odessa Emergency Center IT 2731 North Grandview Ave. Odessa, TX 79762 1 Odessa Emergency Center IT 2731 North Grandview Ave, Odessa, TX 79762 L Odessa Emergency Center IT 2731 North Grandview Ave, Odessa, TX 79762 3 Odessa Emergency Center IT 2731 North Grandview Ave. Odessa, TX 79762 Odessa Ernergency Center IT 2731 North Grandview Ave, Odessa, TX 79762 Odessa Emergency Center IT 2731 North Grandview Ave, Odessa, TX 79762 Odessa Emergency Center IT 2731 North Grandview Ave, Odessa, TX 79762 Odessa Emergency Center IT 2731 North Grandview Ave. Odessa, TX 79762 1 Odessa Emergency Center IT 2731 North Grandview Ave, Odessa, TX 79762 Odessa Emergency Center IT 2731 North Grandview Ave, Odessa, TX 79762 Odessa Emergency Center IT 2731 North Grandview Ave, Odessa, TX 79762 1 Odessa Emergency Center IT 2731 North Grandview Ave, Odessa, TX 79762 Odessa Emergency Center IT 2731 North Grandview Ave, Odessa, TX 79762 Odessa Emergency Center IT 2731 North Grandview Ave. Odessa, TX 79762 Odessa Emergency Center IT 2731 North Grandview Ave, Odessa, TX 79762

DELIVERY AND ACCEPTANCE CERTIFICATE

Please fax completed and signed D&A Certificate to 1-866-329-8795 Questions or need assistance? Call 1-866-550-8795

	STOMER NAME: Neighbors Health System, Inc NEC Odessa Emergency Cent	er, Lr
AGREEMENT	TNUMBER; 41261960	

ACCORDINGLY, I AUTHORIZE LESSOR/OWNER TO PURCHASE THE EQUIPMENT AND COMMENCE BILLING UNDER THE AGREEMENT.

DO NOT SIGN THIS DELIVERY AND ACCEPTANCE CERTIFICATE UNTIL YOU HAVE RECEIVED THE EQUIPMENT.

LESSEE/CUSTOMER SIGNATURE	For Lessoy/Owner Use Only (If applicable)
BY John Decker	Name of person verifying Delivery and Acceptance of Equipment:
PRINT NAME CFO	Signature of Employee who made telephone verification:
PRINT TITLE 713-436-5200	Date of Telephone Verification:
TELEPHONE NUMBER: 9/28/2015	
DATE 9-20-15	s, and an analysis and analysis analysis and analysis ana

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MASTER EQUIPMENT LEASE AGREEMENT

50 Briar Hollow, Suite 600, Houston, TX 77027

Please fax completed Agreement to 1-866-329-8795. Questions or need assistance? Call 1-866-551-8795

	Lessee Name Neighbors Health System Inc.	Federal Tax ID Number
LESSEE INFORMATION	Headquarters Street Address/City/County/State/Zip 11200 Broadway Ste. 2320 Pearland TX 77584	
	Lease Number 41201960	Lessee Phone Number 713 436 9600

This MASTER EQUIPMENT LEASE AGREEMENT ("Master Lease") is made this September 14, 20 15 by and between 3i International ("Lessor") and the Lessee referenced above ("Lessee"). The parties agree as follows:

- 1. MASTER LEASE. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment, software, fixtures, personal properly and/or other properly described in each schedule ("Equipment Schedule") from time to time signed by Lessor and Lessee that incorporates this Master Lease by reference (such properly together with all replacements, repairs, additions and accessions thereto being referred to herein as the "Equipment"). Each Equipment Schedule that incorporates this Master Lease is sometimes hereinafter referred to as a "Lease." Each Lease shall constitute an agreement separate and distinct from this Master Lease and any other Lease. In the event of a conflict between the terms and conditions of an Equipment Schedule and the terms and conditions of this Master Lease, the terms and conditions of the Equipment Schedule shall govern, but only with respect to the corresponding Lease.
- 2. TERM. The obligations of the parties shall commence upon the full execution of this Master Lease and shall continue until each party has satisfied their respective obligations in this Master Lease and under each Lease. The "Lease Term" for each Lease shall commence on the date Lessee accepts the Equipment by executing a Delivery and Acceptance Certificate ("Commencement Date") and, unless terminated earlier as provided in the Lease, shall continue for the number of months specified in the Equipment Schedule from the first Rental Due Date (as defined below). If the Equipment Schedule provides for a Renewal Option, the Lease Term shall include any Renewal Term(s) selected by the Lessee and/or any other extension as provided in the Lease.
- 3. RENT; ADJUSTMENTS. Lessee agrees to pay Lessor rent for the Equipment, in the amount specified in the Equipment Schedule ("Rent"), due and payable on each Rental Due Date during the Lease Term without notice or demand, and any other charges, advances or reimbursements due Lessor pursuant to the Lease, due upon demand by Lessor from time to time. Lessee further agrees to pay Lessor, on the first Rental Due Date, interim rent for any partial first month during the Lease Term in an amount equal to 1/30th of the Rent for each day from and including the Commencement Date to and excluding the first Rental Due Date. The first Rent payment is due on or before the Commencement Date, as invoiced by Lessor, unless the Equipment Schedule is specified that zero (0) advance payments are due, in which case the first Rent payment will be due on the date specified by Lessor in the month following the Commencement Date, and the remaining Rent payments will be due on the same day of each subsequent month. Lessee authorizes Lesser to adjust the Rent payment up or down by not more than 15% if the total amount paid by Lessor for the purchase, delivery and installation of the Equipment, including any trade-up and buyout amounts (the "Total Cash Price") differs from the originally estimated and documented price thereof. Lessee further authorizes Lessor to increase the Rent payment, if the Commencement Date occurs after the date Lessor approved Lessoe's application for the relevant Lease, to reflect any increase (i) from the date of such approval and (ii) to the Commencement Data in the interest rate swaps ("Swaps Rate") that most-closely approximates the term of such Lease (determined as of the last day in the week ending prior to each of such
- dates). The Swaps Rate is published in the Federal Reserve Statistical H.15 and he release can found http://www.federalreserve.gov/releases/h15/update/. The Rent payment will be a fixed amount for the term of the Lease. All Rent shall be payable to Lessor and delivered to Lessor's office or such other place as Lessor may designate in writing at any time. An advance Rent payment shall be applied as the first Rent payment under the Lease. If more than one Rent payment is made by Lessee in advance, the second (and any other advance Rent payment) shall be applied to rental payments scheduled under the Lease in inverse order of maturity Should Lessee fail to pay any part of any Rent within 3 days of its due date, Lessor shall (a) impose a late charge equal to 10% of the amount of the late payment or \$20, whichever is greater, and (b) commencing 30 days after any such payment is due under the Lease, assess interest on such delinquent payment until paid at the rate of 1.5% per month. However, if such late charge and/or interest exceeds the maximum amount of interest permitted by applicable law, such excess shall be reduced to the maximum rate permitted by law. IF THE LEASE IS REPLACING AN EXISTING LEASE, THE NEW RENT PAYMENT WILL INCLUDE THE BALANCE OF THAT LEASE AND RESULT IN A GREATER AGGREGATE COST TO LESSEE.

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- 4. NET LEASE; RENT PAYMENTS ABSOLUTE. Each Lease is a net lease and Lessee's obligations to pay Rent in full when due are absolute and unconditional and shall not be subject to any abatement, reduction, set off, counterclaim, recoupment, defense or other right which Lessee may have or assert against Lessor, the supplier of the Equipment or any other person or entity.
- 5. DELIVERY AND INSTALLATION. Lessee will select the Equipment to meet its specifications and, in reliance thereon, Lessor will order such Equipment from the supplier(s) specified by Lessee or, if Lessee has previously entered into a purchase order or supply contract, such purchase order or supply contract shall be deemed assigned to Lessor upon execution of the relevant Equipment Schedule. Upon delivery and acceptance by Lessee of the Equipment designated in an Equipment Schedule, Lessee will execute and deliver to Lessor a Delivery and Acceptance Certificate. Lessee shall make all delivery arrangements with each supplier and, at Lessee's expense, will pay all transportation, packing, taxes, duties, installation, testing and other charges in connection with the delivery, installation and acceptance of the Equipment. Lessor shall have no fiability to Lessee for delivery delays or failure of the supplier to deliver goods meeting the purchase order specifications. Lessee is hereby authorized to act as Lessor's agent in inspecting, accepting and rejecting delivery of Equipment. provided that all claims asserted by any supplier by reason of Lessee's rejection of any goods shall be Lessee's sole responsibility to defend, resolve and pay
- see's application for the the date of such approval terest rate swaps ("Swaps e term of such Lease term of such Lease term of such Lease term of such Lease and the agent of any such manufacturer or supplier. No representation or e term of such Lease term of such Lease and the such deemed made by or binding upon Lessor LESSOR MAKES NO All Points Solution, Inc. dba 3i Imernational Master Equipment Lease Agreement Office Products V13 01012012

EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; THE DESIGN OR CONDITION OF THE EQUIPMENT; THE QUALITY, CAPACITY OR SUITABILITY OF THE EQUIPMENT; COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; PATENT OR COPYRIGHT INFRINGEMENT; DR LATENT DEFECTS, IT BEING AGREED THAT THE EQUIPMENT IS LEASED "AS IS" AND THAT ALL SUCH RISKS, AS BETWEEN LESSOR AND LESSEE, ARE TO BE BORNE BY LESSEE AT ITS SOLE RISK AND EXPENSE. Lessor will have no liability to Lessee or third parties for any direct, indirect, special or consequential demages of any kind or nature arising out of this Master Lease, any Lease, or in connection with the Equipment.

- 7. ASSIGNMENT OF WARRANTY RIGHTS. Lessor hereby assigns to Lessee, for the Lease Term, any manufacturer's and/or supplier's warranties with respect to the Equipment and, provided no Default has occurred and remains uncurad, Lessee is hereby authorized to enforce such warranties, in its name, at Lessee's sole expense.
- 8. TITLE, Title to the Equipment shall remain solely with Lessor, No. right, title or interest in or to the Equipment shall pass to Lessee other than the right to possess and use the Equipment for the Lease Term and such transfer is conditioned upon Lessee's compliance with the terms and conditions of the Lease. Lessee, at its expense, will defend Lessor's little to the Equipment and will keep the Equipment free from all claims, liens, encumbrances and legal processes of Lessee's creditors and other parties, except for those claims created by or through Lesson. At Lessor's request, Lessee shall affix identification plates or markings to the Equipment clearly indicating Lesson's ownership. If any Lease is deemed to be a lease intended for security, to secure Lessee's obligations under such Lease and under all other indebtedness at any time owing by Lessee to Lessor, Lessee grants to Lessor a first priority security interest in the Equipment subject to such Lease and any and all proceeds from the use, rental or sale of such Equipment LESSEE IRREVOCABLY AUTHORIZES LESSOR TO FILE A COPY OF THIS LEASE AND/OR ANY OTHER DOCUMENT AS A FINANCING STATEMENT AND APPOINT LESSOR OR ITS DESIGNEE AS LESSE'S ATTORNEY-IN-FACT TO EXECUTE AND FILE ON LESSE'S BEHALF, IF REQUIRED, SUCH FINANCING STATEMENTS COVERING THE EQUIPMENT AS LESSOR MAY DEEM NECESSARY AND REIMBURSE LESSOR FOR COST OF SUCH FILINGS AND LIEN SEARCHES
- 9. PERSONAL PROPERTY. All items of Equipment shall all times be and remain personal property notwithslanding that any such Equipment may now or hereafter be affixed to really. Lessed, at its expense, shall obtain all such waivers as Lessor may reasonably require to assure Lessor's little and interest in, access to and right to remove the Equipment.
- 18. USE, LOCATION AND INSPECTION OF EQUIPMENT So long as Lessee is not in Cefault under the Lesse, Lessee shall be entitled to possess and use the Equipment for its business purposes in conformity with all applicable laws, ordinances, regulations, the requirements of all applicable insurance policies and of any applicable manufacturer's or supplier's warrantles. Lessee shall bear all costs in connection with the operation and maintenance of the Equipment. The Equipment shall be delivered, at Lessee's direction and responsibility, to the location specified in the Equipment Schedule and shall not thereafter be removed from such location without the advance written consent of Lessor. Lessor shall have the right from time to time during Lessee's normal business hours to anter upon Lessee's premises or elsewhere for the purpose of confirming the existence, condition or propar maintenance of the Equipment. Lessee shall not, except with Lessor's prior written consent, part with possession or control of the Equipment or dispose of or encumber any interest in the Equipment or under the lease.
- 11. TAXES ANO FEES. Lesses will pay all excise taxes, sales and use taxes, personal property taxes, and all other taxes and charges which may be imposed by any governmental entity during the term of this

Lease, arising from the use, acquisition, ownership or leasing of the Equipment, whether due before or after termination of the Lease Lessee will reimburse Lessor for all administrative costs associated with the preparation, filing, payment, and other costs necessary to properly administer taxes associated with the Equipment. Where required by law, Lessor will file the personal property tax returns with respect to the Equipment, and Lessee shall pay Lessor in advance, and at the time(s) Lessor requires, the taxes that Lessor anticipates will be due during the year.

- 12. RISK OF LOSS. Lessee is responsible for any loss, theft or destruction of, or damage to, the Equipment (collectively "Loes") from any cause at all, whether or not insured, until it is delivered to Lessor at the end of this Lesse. Lessee is required to make all Rant Payments even if there is a Loss. Lessee must notify Lessor in writing immediately of any Loss. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's cartification, (b) replace such Equipment with like equipment in good repair, condition and working order acceptable to Lessor, with clear title to such replacement equipment vested in Lessor, or (c) pay Lessor the amounts specified in Section 19 below.
- 13. MAINTENANCE, REPAIRS AND ALTERATIONS. Lessee shall, at its expense, keep all of the Equipment in good repair, condition and working order and shall furnish all required parts and servicing so that the valua and condition of the Equipment will be maintained and preserved, reasonable wear and tear excepted. Lessee shall not, without the written approval of Lessor, make any alterations or modifications to the Equipment except for upgrades that do not impair the value, utility or marketability of the Equipment. All such alterations, modifications or upgrades will become part of the Equipment and Lessor's property, without charge, free of any liens or encumbrances. Lessee shall keep software that is part of any Equipment current with all updates, revisions, upgrades and maintenance fixes, whether obtained from the supplier, licensor or any other source.
- 14. INSURANCE. Lesses shall provide and maintain at its expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming Lessor as loss bases and (b) public liability insurance in a minimum amount of one million dollars and third party property insurance, in each instance naming Lessor as an additional insured. Lessee shall provide to Lessor certificates or other evidence of such insurance when requested. Such insurance will be in a form, amount (including the minimum amount for public liability insurance stated above) and with companies acceptable to Lessor, and will provide that Lessor will be given 30 days advance notice of any cancellation or material change of such insurance. Lessor reserves the right to reject Lessee's insurance carrier for reasonable cause. IF LESSEE DOES NOT GIVE LESSOR EVIDENCE OF INSURANCE ACCEPTABLE TO LESSOR, LESSOR HAS THE RIGHT, BUT NOT THE OBLIGATION, TO OBTAIN INSURANCE COVERING LESSOR'S INTEREST IN THE EQUIPMENT FOR THE TERM OF THIS LEASE INCLUDING ANY RENEWAL OR EXTENSIONS. LESSOR MAY ADD THE COSTS OF ACQUIRING AND MAINTAINING SUCH INSURANCE AND LESSOR'S FEES FOR LESSOR'S SERVICES IN PLACING AND MAINTAINING SUCH INSURANCE (COLLECTIVELY, "INSURANCE CHARGE"). ON WHICH LESSOR MAY EARN A PROFIT, TO THE AMOUNTS DUE FROM LESSEE UNDER THIS Such insurance may duplicate coverage provided under Lessae's existing policy. Lessee will pay the Insurance Charge in equal installments allocated to the remaining Rent payments. Nothing in this Lease will create an insurance relationship of any type between Lessor and any other person. Lessee acknowledges that Lesser is not required to secure or maintain any insurance, and Lessor will not be liable to Lessee if Lassor terminates any insurance coverage that Lessor arranges. Lessee hereby appoints Lessor as Lessee's attorney-in-facil to make claims for, receive payment of, and execute and endorse all documents, checks, or drafts issued with respect to any Loss under any insurance policy relating to the Equipment.
- 15. RETURN OF EQUIPMENT; RESTOCKING FEE. Upon expiration, cancelletion or termination of the Lease Term, or upon Lessor's demand after a Default, all, but not less than all, of the Equipment shall be immediately returned to Lessor as provided herein unless (a) Lessor has exercised a purchase option provided hereundar or (b) Lessor has

requested that Lessee provide temporary on-site storage, after which the Equipment shall be returned to Lessor. In making such return, Lessee shall deliver the Equipment to such place or places within the continental United States as Lessor may designate in writing. All costs and expenses of the return shall be borne by Lessee, including without limitation, the costs of removing, dismantling, assembling, packing, insuring at full value, transporting and unloading of the Equipment, Lessor reserves the right to charge Lessee a restocking fee equal to two (2) Rent payments. All such returned Equipment shall be in good condition and the state of repair required by Section 10 herein, ordinary wear and tear excepted, and upon Lessor's request, Lessee will provide Lessor with a certification from the manufacturer or its authorized representative as to the Equipment's condition. To the extent that any portion of the Equipment consists of software or other licensed products, Lessee will return all tangible Items of software and destroy all intangible items of software, certify in writing to Lessor that Lessee has complied with the above requirements, has not retained such software in any form and will not use the software after termination. Lessee acknowledges that it is Lassee's sole duty to remove all sensitive or confidential data stored within the Equipment prior to returning it.

16. PURCHASE AND RENEWAL OPTIONS. If no Default exists under a Lease, Lessee will have the option at the end of the Lease Term or any Renewal Term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown on the front of the Equipment Schedule, plus any applicable taxes. Unless the Purchase Option price is \$1.00, Lessee must give Lessor at least 90 days written notice before the end of the initial Lease Term that Lessee will purchase the Equipment or that Lessee will return the Equipment to Lessor. If Lessee does not give Lessor such written notice or if Lessee does not purchase or deliver the Equipment in accordance with the terms and conditions of the Lease, the Lease will automatically renew on a monthly basis until Lessee provides such notice and delivers the Equipment to Lessor, During such renewal(s) the Rent payment will remain the same. Lessor may cancel an automatic renewal term by sending Lessee written notice 30 days prior to such renewal term. If the Fair Market Value Purchase Option has been selected, Lessor will use its reasonable judgment to determine the Equipment's in use and in place fair market value. If Lessee does not agree with Lessor's determination of the Equipment's fair market value, the fair market value (in use and in place) will be determined at Lessee's expense by an independent appraiser selected by Lessor. Upon payment of the Purchase Option price, plus applicable laxes, Lessor shall transfer its interest in the Equipment to Lessee "AS IS, WHERE IS" without any representation or warranty whalsoever and this Lease will terminate. With respect to items of Equipment consisting of software, Lessee's right to continue use such software will be subject to the applicable license agreement.

17. INDEMNIFICATION. Lessee assumes liability for and agrees at its own expense to indemnify, hold harmless and defend Lessor and any assignee, and their respective employees and agents (each an "Indemnitee"), from and against any and all claims, liabilities, losses, damages, and expenses (including attorneys' fees and legal expenses and Lessor's internal administration costs) of every kind or hature arising out of or in connection with: (a) the Lease, including but not limited to, any breach of a representation or warranty, a Default (as defined hereinafter) and/or proceeding in bankruptcy with respect thereto; (b) the ordering, purchase, delivery, installation, ownership, selection, possession, leasing, operation, use, maintenance, transportation and return of the Equipment (including latent and other defects, whether or not discoverable by Lessee or Lessor); (c) any claims based on strict tort liability or warranty and any claim for patent, trademark or copyright infringement, (d) any claim relating to any interruptions of service, loss of business or consequential damages, and (e) any data Lessee has stored within the Equipment (collectively, "Claims"). Lessee shall not be required to indemnify an indemnitee against Claims to the extent such Claims result directly from the actual. but not imputed, gross negligence or willful misconduct of such Indemnitee. Lessee shall, at its own cost and expense, defend any and all Claims which may be brought against any Indemnitee, either alone or in conjunction with others upon any such liability or claim or claims and shall salisfy, pay and discharge any and all judgments and fines that may be recovered against any Indemnitee in any such action or actions. If the Purchase Option shown on the front of any Equipment Schedule to this Lease is other than a nominal purchase option, then Lessee

acknowledges that Rental Payments are calculated on the assumption that Lessor will realize certain income lax benefits under state and federal law as the owner of the Equipment and the Lessor under this Lease. As used herein a "Tax Benefit Loss" shall mean (1) the Lessor's loss of or loss of the right to claim or recepture all of or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment or (2) taxes incurred by Lessor as a result of the inclusion in Lessor's income for federal or state income lax purposes of any amount other than Rental Payments hereunder due to any modification of the Equipment, other action or fallure to act by Lessee. If Lessor suffers a Tax Benefit Loss for any reason other than (i) Lessor's sale of the Equipment other than due to a Default, (ii) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or failure to claim such tax benefits in a timely manner or (iii) a change in tax law (including a change in tax retes) that becomes effective after the date of this Lease, then Lessee shall pay to Lessor a lump sum amount that, after the payment of all federal, state and local taxes and using the same assumptions as to tax benefits and other matters Lessor used in originally calculating the Rental Payments will, in Lessor's reasonable apinion, maintain Lessor's net after-tax rate of return and cash flows with respect to this Lease as they would have been enjoyed if such Tax Benefits Loss had not occurred. Lessor will notify Lessee of any claim that may give rise to indemnification under this paragraph but will be under no obligation to contest any such claim. In any event, Lessor shall control all aspects of any settlement and contest and, whether such contest is successful or not. Lessee shall promptly pay all legal fees and other out-of-pockel expenses incurred by Lessor in defending such claim. For purposes of this paragraph, the term "Lessor" includes any member of an affiliated group which Lessor is or may become a member of in the event that consolidated tax returns are filed for such affiliated group for federal income tax purposes. The indemnification provisions of this Section 17 shall continue in full force and effect notwithstanding the expiration or other termination of this Master Lease or any Lease.

18. EVENTS OF DEFAULT. Each of the following is a "Default" under this Leese: (a) Lessee falls to pay any Rent payment or any other payment within 10 days of its due date; (b) Lessee fails to perform any of its other obligations under this Lease or in any other agreement now existing or hereafter made with Lessor or with any of Lessor's affiliates and such failure continues for 10 days after Lessor notifies Lessee of it. (c) Lessee becomes insolvent or is dissolved, or Lessee assigns its assets for the benefit of its creditors, or enters (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; (d) any guarantor of this Lease ("Guarantor") dies, does not perform its obligations under the quaranty or any other agreement, now existing or hereafter made with Lessor, or becomes subject to one of the events listed in clause (b) or (c) above; (e) Lessee or any Guarantor consolidates with, merges with or into, or conveys or leases all or a substantial part of its assets to any person or engages in any other form of reorganization, or there is a change in the legal structure of Lessee or any Guarantor, in each case which results, in the sole opinion of Lessor, in a material adverse change in Lessee's or such Guarantor's ability to perform its obligations under the Lease or any Guaranty, respectively, or there is otherwise a change in control of Lessee or any Guarantor; (f) Lessee or Guarantor makes or gives any false or misleading representations or warranties at anytime or in any manner in connection with the Lease; (g) Lessee or any Guarantor shall be in default under any obligation for the payment of borrowed money or the deferred purchase price of, or for the payment of any rent due with respect to, any real or personal property. A Default with respect to any Equipment Schedule shall constitute a Default for all Equipment Schedules and all other agreements with Lessor and its affillates.

19. REMEDIES. If a Default occurs, Lessor may do one or more of the following: (a) Lessor may cancel or terminate this Lease or any or all other agreements that Lessor has entered into with Lessee; (b) Lessor may require Lessee (o immediately pay Lessor, as compensation for loss of Lessor's bargain and not as a penalty, a sum equal to (i) all unpaid Rent payments for the remainder of the term plus Lessor's anticipated residual interest in the Equipment, if applicable, discounted to present value at a simple interest rate per annum equal to the the discount rate of the Federal Reserve Bank of New York on the Commencement Date of the Lease, plus (ii) all other amounts due or

that become due under this Lease; (c) Lessor may require Lesses to deliver the Equipment to Lessor as set forth herein and terminate use of any software component of the Equipment (d) Lessor or its agent may peacefully repossess the Equipment without court order and Lessee will not make any claims against Lessor for damages or trespass or any other reason; and (e) remedy such Default, Including making repairs or modifications to the Equipment, for the account and expense of Lesses, and Lessee agrees to reimburse Lessor for all of Lessor's costs and expenses; (f) apply any deposit or other cash collateral or sale or remarketing proceeds of the Equipment at any time to reduce any amounts due to Lessor; and (g) exercise any other right or remedy which may be available to Lessor under applicable law. Notice of Lessor's intention to accelerate, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor, or any other notice whatsoever are hereby welved by Lessae and any Guerantor. Interest on all unpaid balances more than thirty days past due shall accrue at the lesser of 1.5% per month, or the maximum rate allowed by law, until pald in full. The exercise of any of the foregoing remedies by Lessor will not constitute a termination or cancellation of the Lease unless Lessor so notifies Lessee in writing. At any sale of the Equipment pursuant to this Section 19, Lessor may bid for the Equipment. Notice required, if any, of any sale or other disposition hereunder by Lessor shall be satisfied by the mailing of such notice to Lessee at least ten (10) days prior to such sale or other disposition. In the event Lessor takes possession and disposes of the Equipment, the proceeds

any such disposition shall be applied in the following order: (i) to all of Lessor's costs, charges and expenses incurred in taking, removing, holding, repairing and selling or leasing the Equipment and/or otherwise enforcing Lessor's rights hereunder. (ii) to the extent not previously paid by Lessee, to pay Lessor for any amounts then remaining unpaid under the Lease; (iii) to reimburse Lessee for any sums praviously paid by Lessee as damages hereunder; and (iv) the balance, if any, shall be retained by Lessor Lessee will remain liable for any amounts that remain due after Lessor has applied such nat proceeds. Termination of a Lease under this Section 19 shall not affect Lessee's duty to perform Lessee's obligations under such Lease to Lessor in full. Lessee agrees to reimburse Lessor on demand for any and all costs and expenses incurred by Lessor in enforcing its rights and remedies hereunder following the occurrence of a Default, including, without limitation, reasonable attorney's fees, the costs of repossession, storage, insuring, re-letting, selling and disposing of any and all Equipment, all prejudgment and post-judgment actions taken by Lessor and all actions taken by Lessor in any bankruptcy proceeding involving the Lessee, the Equipment and/or any Guarantor and Lessor's internal administration costs. Lessor's remedies under the Lease shall not be deemed exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise evallable at law or equity. Weiver of any default or breach of the Lease shall not be construed as a waiver of subsequent or continuing defaults or breaches.

- 20. LESSEE'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Lessee hereby represents, warrants and covenants to Lessor that with respect to this Master Lease and each Equipment Schedule executed hereunder:
- (a) If Lessee is a corporation, partnership or other business entity, Lessee (i) is duly organized, validly existing and in good standing under the laws of its state of organization, (ii) is qualified to do business in every jurisdiction in which such qualification is necessary and where the Equipment is located, (iii) has the power and authority to own its properties and carry on its business as now being conducted and to execute and perform this Master Lease and each Lease, and (iv) has duly authorized the execution, delivery and performance of this Master Lease and each Lease.
- (b) No approval is required from any regulatory body, board, authority or commission, nor from any other administrative or governmental agency with respect to the execution and performance of this Master Lease or any Leasa, or if required, such approval has been obtained;
- (c) This Master Lease and each Lease constitutes the legal, valid and binding obligation of Lessee, enforceable in accordance with its terms, and the execution, delivery and performance hereof by Lessee will not violate any provision of any law, any order of any court or of any other

agency of government, or any indenture, agreement or other instrument to which Lessee or any Guarantor is a party, or by or under which Lessee or eny Guarantor is bound, or be in conflict with, result in a breach of, or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument:

- (d) All balance sheets, statements of profit and foss and other financial data that have been delivered to Lessor with respect to Lessee or any Guarentor (i) are complete and correct in all material respects, (ii) accurately present the financial condition of Lessee and such Guarantor as of the date, and the results of its operations for the periods for which, the same have been furnished, and (iii) have been prepared in accordance with generally accepted accounting principles consistently followed throughout the pariods covered thereby, all balance sheets disclose all known liabilities, direct and contingent, as of their respective dates; and there has been no change in the condition of Lessee or any Guarantor, financial or otherwise, since the date of the most recent financial statements delivered to Lessor with respect to Lessee and such Guarantor, other than changes in the ordinary course of business, none of which changes has been materially adverse;
- (e) No mortgage, deed of trust or other lien of any nature whatsoever which now covers or affects, or which may hereafter cover or affect, any property or interest therein of the Lessee, now attaches or hereafter will attach to the Equipment or in any manner affects or will affect adversely Lessor's right, title and interest therein;
- (f) There are no suits or proceedings pending, or to the knowledge of Lessee, threatened, in any court or before any regulatory commission, board or other administrative governmental agency against or affecting Lessee or any Guarantor, which will have a material adverse affect on the financial condition or business of Lessee or such Guarantor.
- (g) Alt information concerning the financial condition and business operation of Lessee submitted to Lessor pursuant to this Master Lesso or any Equipment Schedule shall be true and correct;
- th) Lessee will furnish Lessor (a) within one hundred twenty (120) days after the end of each fiscal year, a copy of Lessee's financial statements for such fiscal year prepared by, an independent certified public accountant and (b) within forty-five (45) days after the end of each fiscal quarter, the internal financial statements of Lessee as at the end of such fiscal period, including a balance sheet and income statement, all prepared in accordance with generally accepted accounting principles consistently applied, unaudited but certified to be true and accurate, subject to normal year-end adjustments, by Lessee's principal executive officer or its principal financial officer. In addition, Lessee shall promptly inform Lessor of any Default (as defined herain) or any events or changes in the financial condition of the Lessee which may result in a material adverse change in Lessee's financial condition; and
- (i) Lessee will not change its state of incorporation or organization or its name as it appears in official fillings in the state of its incorporation or organization without giving Lessor at least 10 days prior notice
- 21. ASSIGNMENT. LESSEE MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR ITS INTEREST IN THIS LEASE. Lessor may, without notifying Lessee, sell, assign, or transfer this Lease and Lessor's rights to the Equipment. Lessee agrees that the new owner will have the same rights and benefits that Lessor has now under this Lease but not Lessor's obligetions. The rights of the new owner will not be subject to any claim, defense or set-off that Lessee may have against Lessor. Upon request, Lessee will acknowledge in writing its receipt of notice of any such assignment.
- 22. SEVERABILITY. Any provision of this Master Lease or any Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition and unenforceable without invelid ating the remaining provisions hereof. To the extent permitted by applicable law, Lessee hereby waives any provision of law that prohibits or renders unenforceable any provisions hereof in any respect.
- 23. NOTICES. All notices, reports, demands and other documents provided for herein shall be deemed to have been given or made when

sent by first class certified mall, return receipt requested or delivered by a nationally-recognized overnight courier, addressed to Lessor or Lessee at their respective addresses set forth in the heading to this Master Lease or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

AMENDMENTS; WAIVERS; FAX SIGNATURES: MISCELLANEOUS. This Master Lease and the Equipment Schedules executed by Lessor and Lessee constitute the entire agreement between Lessor and Lessee with respect to the Equipment. No term or provision of any Lease may be changed, waived, amended or terminated except by a written agreement signed by both Lessor and Lessee, except that Lessor may insert certain information in the Equipment Schedules to conform to facts indicated in the applicable Delivery & Acceptance Certificates, including complete descriptions of Equipment, serial numbers and costs and consequential adjustments to the Rent, and to correct obvious mistakes. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of interest permitted to be charged or collected under applicable law, and any such excess payment will be applied to Rent payments in Inverse order of maturity, and any remaining amounts will be refunded to Lessee. If more than one Lessee has signed the Lease. each of the Lessees shall be jointly and severally liable for performing ail of the obligations and dulies under the Lease. A fax version of Lessee's signature on the Lease shall be binding upon Lessee as if originally signed; however, the Lease shall be binding upon Lessor when signed by Lessor. Lessor and Lessee agree that the version of the Lease with the Lessor's original signature shall constitute the original authoritative version

25. UCC ARTICLE 2A; GOVERNING LAW, WAIVERS AND JURISDICTION. Each Lease shall be governed by and interpreted under the internal laws of the State of New Jersey. If Article 2A of the UCC is applicable to the Lease, the Lease will be considered a "finance lease" as that term is defined therein. Lessee acknowledges that Lessee either has a) reviewed approved and received a copy of the supply contract or purchase order or b) received from Lessor the identity of the supplier, been informed that Lessee has certain rights under the supplier for a description of those rights. Lessee waives all rights and remedies under LICC Section 2A-508 through 2A-522, including, but not limited to (1) any right to repudiate or

cancel the Lease; (2) any right to reject lender of the Equipment or to revoke acceptance of the Equipment; (3) any right to recover damages for any breach of warranty; and (4) any right to deduct damages resulting from Lessor's default from any amount owing under the Lease. Lessee agrees that if there is a conflict between the Lease and any provision under Article 2A of the UCC Code, the terms of the Lease shall prevail.

IF THE LESSOR OR ITS ASSIGNEE SHALL COMMENCE ANY JUDICIAL PROCEEDING IN RELATION TO ANY MATTER ARISING UNDER LEASE, LESSEE IRREVOCABLY AGREES THAT ANY SUCH MATTER MAY BE ADJUDGED OR DETERMINED IN ANY COURT OR COURTS IN THE STATE OF LESSOR'S OR ITS ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS, OR ANY COURT OR COURTS IN THE LESSEE'S STATE OF RESIDENCE, OR IN ANY OTHER COURT HAVING JURISDICTION OVER THE LESSEE OR THE LESSEE'S ASSETS, ALL AT THE SOLE DISCRETION OF THE LESSOR. LESSEE HEREBY **IRREVOCABLY GENERALLY** SUBMITS UNCONDITIONALLY TO THE JURISDICTION OF ANY SUCH COURT SO ELECTED BY LESSOR IN RELATION TO SUCH MATTERS. FURTHER, IN ANY LITIGATION ARISING UNDER ANY LEASE, LESSEE VOLUNTARILY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. For security purposes and to help the government fight terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or commercial entity that enters into a customer relationship with the financial institution. For this reason, Lessor may request the following identifying information: name, address, date of birth. Lessor may also ask other questions or request other documents meant to verify Lessee's individual or commercial

26. PARTIES. The provisions of this Master Lease shall be binding upon, and inure to the benefit of, the assigns, representatives and successors of the Lessor and Lessee.

the heading to this Mast	er Lease.	
31 International	1	Neighbors Health Systemine
By: Phoure	hortin	_ ву:
Print Name:	Attomey in Fact	Print Name / JOHN Victor
Print Title:	Anaron Martin	Print Title: CP
Date:	Team Leader	Date:

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Master Lease to be duly executed, as of the date indicated in

AMENDMENT TO MASTER EQUIPMENT LEASE AGREEMENT

Master Equipment Lease Agreement Number: 41261960

Dated: September 14, 2015

This Amendment to Master Equipment Lease Agreement number 41261960 (the "Amendment") is effective as of November 6, 2015 and is made part of that Master Equipment Lease Agreement (the "MELA") by and between a All Points Solution, Inc. dba 3i International as "Lessor" and Neighbors Health System, Inc. as "Lessee".

Each capitalized term used but not defined in this Amendment will have the meaning given to it in the MELA. In the event of any conflict among the terms of this Amendment and the terms of the MELA, the terms of this Amendment will control and prevail.

PRELIMNARY STATEMENTS

WHEREAS, Lessor and Lessee have executed the MELA on or about September 14, 2015, with the understanding that various wholly-owned subsidiaries of Lessee would subsequently enter into equipment schedules for certain office equipment and any related parts and accessories thereto (the "Equipment"); and

WHEREAS, on or about November 5, 2015, Lessee filed a Certificate of Amendment with the Secretary of State of Texas, by which Lessee changed its legal entity name from Neighbors Health System, Inc. to Neighbors Legacy Holdings, Inc.; and

WHEREAS, on or about November 6, 2015 Neighbors Legacy Holdings, Inc. subsequently formed Neighbors Health System, LLC, a wholly-owned subsidiary; and

WHEREAS, the parties wish to add Neighbors Health System, LLC as a lessee to the MELA and all related and subsequent Schedules thereto; and

WHEREAS, the parties desire to amend the MELA to reflect the appropriate lessees thereto,

NOW THEREFORE, in consideration of the promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties amend the MELA as follows:

- 1. As of November 6, 2015, "Neighbors Health System, Inc." is hereby changed to "Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc."
- 2. As of November 6, 2015, "Neighbors Health System, LLC" is hereby added to the MELA as a Co-Lessee.
- 3. All other terms and conditions in the MELA shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of November 6, 2015.

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SECRETARY'S CERTIFICATE

The undersigned, <u>DWAYN</u>	iesh Patel	Secretary of
Neighbors GP_LLC a Texas limi	ted liability company (the "Comp	any") hereby certifies as follows:
I am the duly elected, que Company's records and min		the Company and have the custody of the
		ted or appointed to the offices indicated below; ded the specimen signatures appearing beside
Name	Title	Specimen Signature
Setul Patel	Director	
ohn Decker	Director	
as of the date of this Certificant RESOLVED, that certain	ate: limited partnerships in which	the Company acts as the General Partner
as of the date of this Certifical RESOLVED, that certain (including those listed on to time enter into a Mast International ("3i"), include equipment (collectively, the collectively as "Leases"); RESOLVED, that the Collective part of the limited part of the limited part of the Company; and	ate: Ilmited partnerships in which Exhibit A hereto, and others the er Equipment Lease Agreementing one or more Equipment Lease MELA and each Schedule are and mpany (through its duly authorizerships; and atel and John Decker, whose tith and deliver agreements and continued in the series of the	the Company acts as the General Partner to may be formed subsequently), may from time to ("MELA") with All Points Solution, Inc. dba 3 ase Schedules ("Schedules") thereto for office referred to herein individually as a "Lease" and red Directors/Officers) shall sign the Leases or less and specimen signatures are set forth above their documents related to the Leases on behalf
as of the date of this Certifical RESOLVED, that certain (including those listed on to time enter into a Mast International ("3i"), including equipment (collectively, the collectively as "Leases"); RESOLVED, that the Collective part of the limited part of the limited part of the Company; and RESOLVED, that 3t is a	ate: Ilmited partnerships in which Exhibit A hereto, and others the er Equipment Lease Agreementing one or more Equipment Lease MELA and each Schedule are and mpany (through its duly authorizerships; and atel and John Decker, whose tith and deliver agreements and continued in the series of the	the Company acts as the General Partner it may be formed subsequently), may from time to ("MELA") with All Points Solution, Inc. dba 3 ase Schedules ("Schedules") thereto for office referred to herein individually as a "Lease" and red Directors/Officers) shall sign the Leases or set and specimen signatures are set forth above their documents related to the Leases on behall utions set forth above until receipt by it at its
as of the date of this Certifical RESOLVED, that certain (including those listed on to time enter into a Mast International ("3i"), include equipment (collectively, the collectively as "Leases"); RESOLVED, that the Collectively at the limited partners of the Company; and RESOLVED, that 3t is a principal place of busines. I am one of the duly authoricaused this certificate to be	ate: I limited partnerships in which Exhibit A hereto, and others that er Equipment Lease Agreementing one or more Equipment Lease MELA and each Schedule are and mpany (through its duly authorizerships; and atel and John Decker, whose title and deliver agreements and cuthorized to rely upon the resolutions of written notice of any change rized officers of the Company to the second and officers of the Company to the second and officers of the Company to the second and officers of the Company to the resolution of the company to the second and officers of the Company to the second and t	nat make certificates on its behalf and I have Company to be placed on this certificate this

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- 2. NEC Kingwood Emergency Center, LP
- 3. NEC Lakeline Emergency Center, LP
- 4. NEC Midland Emergency Center, LP
- 5. NEC Mueller Emergency Center, LP x
- 6. NEC Odessa Emergency Center, LP
- 7. NEC Orange Emergency Center, LP
- 8. NEC Pasadena Emergency Center, LP
- 9. NEC Pearland Emergency Center, LP
- 10. NEC Port Arthur Emergency Center, LP
- 11. NEC Texas City Emergency Center, LP
- 12. NEC Tyler Emergency Center, LP
- 13. NEC Yorktown Emergency Center, LP
- 14. NEC Zaragoza Emergency Center, LP
- 15. Neighbors Physician Group, PLLC
- 16. Neighbors Practice Management, LLC
- 17. NEC Baytown Emergency Center, LP v
- 18. NEC Beaumont Emergency Center, LP
- 19. NEC Bellaire Emergency Center, LP
- 20. NEC Crosby Emergency Center, LP
- 21. NEC Eastside Emergency Center, LPN

SECRETA	RY'S	CERTIF	CATE
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	SECRETARY'S INCUMBENCY AT	CERTIFICATE R ND CORPORATE	
The undersigned,	DHARMESIA	PATEL	Secretary of
Neighbors Legacy Hold	ings, inc. a <u>Texas</u> corpo	ration (the "Corpora	ation") hereby certifies as follows:
l am the duly electroporate records, r	ited, qualified and action	ng Secretary of the	e Corporation and have the custody of the
below as of Nover	ed individuals; (a) have nber 6, 2015; (b) cum s appearing beside thei	ently hold such office	ted to the effice of the Corporation indicated ice at this time; and (c) have provided the
Name		Title	Spenimen Signature
Setul Patel	Presid	lent and CEO	
John Decker	(CFO	
effect as of the date RESOLVED, that ("MELA") together Inc. dba 3i Intention time to time individually as a " RESOLVED, that (including those I into the Leases at RESOLVED, that for the obligations RESOLVED, that authorized to sig Corporation; and RESOLVED, that	of this Certificate: It the Corporation is per with Neighbors Health national ("3i") as lesso of for office equipment ("Lease" and collectively it certain wholly-owned isted on Exhibit A heret is Co-Lessees; and it the Corporation, the Lis under the Leases; and it Setul Patel and Johr in and deliver agreemen	rermitted to enter in System, LLC (the " r, including Equipm collectively, the MEL as "Leases"); and subsidiaries of the o, and others that make the collective of the properties of the the collection of the col	Directors of the Gorporation and remain in into a Master Equipment Lease Agreement "LLC") as tessee, and with All Points Solution, tent Lease Schedules ("Schedules") thereto LA and each Schedule are referred to herein Corporation which act as operating entities may be formed subsequently), shall also enter co-Lessee shall be jointly and severally liable and CEO and CFO, respectively, are duly ments related to the Leases on behalf of the ions set forth above until receipt by it at its erein.
		the seal of the Con	at make certificates on its behalf and I have poration to be placed on this certificate this if.
Corporate Seal)		Secretary Dharm	ash Refel m.D.

- 1. NEC Harlingen Emergency Center, LP
- 2. NEC Kingwood Emergency Center, LP
- 3. NEC Lakeline Emergency Center, LP
- 4. NEC Midland Emergency Center, LP
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- 21. NEC Eastside Emergency Center, LP

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		S CERTIFICATE AND COMPANY	RELATING TO RESOLUTIONS
The undersigned,	DHARMESH	PATEL	Secretary of
Neighbors Health Sys	stem, LLC a <u>Texas</u> limite	d liability company	(the "Company") hereby certifies as follows:
I am the duly ele minutes and seal.	cted, qualified and actin	g Secretary of the	Company and have the custody of its records,
below as of Nov	med individuals: (a) havember 6, 2015; (b) curres appearing beside the	rently hold such a	elected to the office of the Company indicated office at this time; and (c) have provided the
Name		Title	Specimen Signature
Setul Patel		CEO _	NACK)
JohnDecker		1 Fo	
together with North Inc., dba 3i Int. Inc., dba 3i Int. Inc., dba 3i Int. Inc., dba 3i Int. Individually as RESOLVED, to. Including thos Into the Leases RESOLVED, to. Inable for the other	nat the Company is perm leighbors Legacy Holdin ernational ("3i") as less me for office equipment a "Lease" and collective hat certain wholly-owne e listed on Exhibit A hen as as Co-Lessees; and mat the Company, the Colligations under the Leas	gs, Inc. (the "Corpo or, including Equip (collectively, the M ly as "Leases"); and d subsidiarles of the eto, and others that preporation and any tes; and	he Corporation which act as operating entities t may be formed subsequently), shall also enter such Co-Lessees shall be jointly and severally
deliver agreem RESOLVED, ti	ents and other documer	ts related to the Le	Director, are each duly authorized to sign and ases on behalf of the Company; and lutions set forth above until receipt by it at its therein.
l am one of the coursed this certific	duly authorized officers cate to be executed ar day of Feb	id the seal of the	nat make certificates on its behalf and I have Company to be placed on this certificate this 2016.
Company Seal)		Secretary Dh.	anch Palel MID.

- 1. NEC Harlingen Emergency Center, LP
- 2. NEC Kingwood Emergency Center, LP
- 3. NEC Lakeline Emergency Center, LP
- 4. NEC Midland Emergency Center, LP
- NEC Mueller Emergency Center, LP
- 6. NEC Odessa Emergency Center, LP
- 7. NEC Orange Emergency Center, LP
- 8. NEC Pasadena Emergency Center, LP
- 9. NEC Pearland Emergency Center, LP
- 10. NEC Port Arthur Emergency Center, LP
- 11. NEC Texas City Emergency Center, LP
- 12. NEC Tyler Emergency Center, LP
- 13. NEC Yorktown Emergency Center, LP
- 14. NEC Zaragoza Emergency Center, LP
- 15. Neighbors Physician Group, PLLC
- 16. Neighbors Practice Management, LLC
- 17. NEC Baytown Emergency Center, LP
- 18. NEC Beaumont Emergency Center, LP
- 19. NEC Bellaire Emergency Center, LP
- 20. NEC Crosby Emergency Center, LP
- 21. NEC Eastside Emergency Center, LP

EQUIPMENT SCHEDULE (Cost Per Copy)

To Master Equipment Lease Agreement

Please fax a signed copy to 1-866-329-8795

Master Equipment Lease Agreement Number: 41261960

Dated: September 14, 2015

Equipment Schedule Number: 41300098

Dated: January 14, 2016

Lessor: All Points Solution, dba 3i International

Lessee: Neighbors Legacy Holdings, Inc. fka Neighbors Health System, Inc.

Lessee Federal Tax ID Number: XX XXXXX

Co-Lessee: Neighbors Health System, LLC

Co-Lessee Federal Tax ID Number: XX XXXX Co-Lessee: NEC Amarillo Emergency Center, LP

Co-Lessee Federal Tax ID Number: XX XXXXX

This Equipment Schedule is entered into pursuant to the Master Equipment Lease Agreement identified above (the "Master Lease"). All of the terms and conditions of the Master Lease are incorporated herein and made a part hereof, along with any Supplemental Terms annexed to this Equipment Schedule. For the avoidance of doubt, the Co-Lessee referenced above hereby agrees with all of the terms and conditions of the Master Lease and is made a signatory thereon by signing this Equipment Schedule. This Equipment Schedule, any Supplemental Terms annexed hereto and the Master Lease as it relates to this Equipment Schedule are hereinafter collectively referred to as the "Lease." Lessor and Lessees hereby agree that the terms and conditions of this Equipment Schedule shall have priority and govern in the event of any conflicts with the terms and conditions of the Master Lease. Lessee and Co-Lessee (collectively referred to as "Lessee") shall be jointly and severally liable for all obligations under this Lease.

MAINTENANCE AND SUPPLIES: The charges established by the Lease include payment for the use of the designated equipment, and may also include accessories and maintenance (during normal business hours) pursuant to a separate arrangement between Lessee and the supplier of such accessories and maintenance. Paper must be separately purchased by Lessee. If necessary, the service and supply portion of the Lease may be assigned.

OVERAGES, COST ADJUSTMENTS, USAGE AND BILLING: Lessee agrees to comply with any billing procedures designated by Lessor, including notifying Lessor of the meter reading at the end of each month. At the end of the first year of the Lease and once each successive twelve month period, We may increase the Rent and the Overage copy Charge by a maximum of not greater than 15% of the existing charge. Lessee may not carry over any credits in any month in which Lessee makes fewer copies than the copy allowance per month.

EQUIPMENT AND LEASE INFORMATION:

SUPPLIER INFORMATION	Supplier Name ("SUPPLIER") All Points Solutions, Inc. DBA 3i International		Supplier Phone Number 832-494-1412		
	Street Address/City/State/Zip 10100 West Sam Houston Pkvy S # 340, Houston, TX, 7702	7		E INTERNATIONAL PLEE	
EQUIPMENT	Equipment Description		Quantity	Serial Number	
DESCRIPTION	See Altached Schedule				
		•			
EQUIPMENT LOCATION	Street Address/City/Gounty/StaterZip 2105 South Western Street, Amerillo, TX, 79109		L		
TERM AND PAYMENT SCHEDULE	Term in Months 63	RENTAL AMOUNT \$ 3800 taxos) Rental Payment Participated		(plus applicable	
	Copy Allowance: B/W copy: N/A Color copy: N/A Scan: N/A Other: N/A	Overage Copy Chi B/W copy: N/A Scan: N/A	Calc	or copy: N/A er: N/A	
	Meter Frequency: Monthly Quarterly	Semi-Annual	Annual		

[SIGNATURE PAGE FOLLOWS]

ALL POINTS SOLUTION, INC. DEA-SUNTERNATIONAL	NEIGHBORS LEGACY HOLDINGS, INC. Ika NEIGHBORS HEALTH SYSTEM: INC.
By: Land Supla	By: (Must Be Signed by Authorized Corporate Officer, Padner or Proprieto
Name: Dara Rapillo	Name: Join Osdun
True: Senior Account Manager	Title: CVFO
CO-LESSEE: NEIGHBORS HEAETH-SYSTEM LLC	CO-LESSEE: NEC AMARIL O EMERGENCY CENTER, LP By NEIGHBORS GP (LEG JUX "Guneral Partner"
By: [Must Be Signed by Authorized Corporate Officer Penner or Proprietor)	By: (Must Be Signed by Authorized Corporate Officer, Partner or Proprietor)
Name: THATELLER	Name: DHV VELLE
Title: CFD	Tille: CFO

Case 18-33836 Document 292-5 Filed in TXSB on 08/23/18 Page 3 of 17

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DELIVERY AND ACCEPTANCE CERTIFICATE

Please fax completed and signed D&A Certificate to 1-866-329-8795 Questions or need assistance? Call 1-866-551-8795

LEASE OR CPC RENTAL OR COPY RENTAL OR INSTALLMENT PAYMENT AGREEMENT NUMBER: 41300096

On behalf of Neighbors Health System, Inc. - Co-Lessee: NEC Amarillo Emergency Center, LP ("Lessee/Customer"), I hereby certify that all of the equipment and other property (the "Equipment") referred to in the above referenced Agreement (the "Agreement") with All Points Solutions, Inc. ("Lessor/Owner") has been delivered, inspected and is accepted for all purposes of the Agreement.

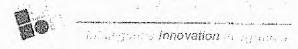
I acknowledge that Lessor/Owner is not the supplier of the Equipment but is only providing the financing for the Equipment.

ACCORDINGLY, I AUTHORIZE LESSOR/OWNER TO PURCHASE THE EQUIPMENT AND COMMENCE BILLING UNDER THE AGREEMENT.

DO NOT SIGN THIS DELIVERY AND ACCEPTANCE CERTIFICATE UNTIL YOU HAVE RECEIVED THE EQUIPMENT.

Lessee/Customer Signature	For Lessor/Owner Use Only (If applicable)
BY John Decker	Name of person verifying Delivery & Acceptance of Equipment
PRINT NAME CFO	Signature of Employee who made telephone verification
713-436-5200	Date of Telephone Verification
TELEPHONE NUMBER 1 /5 /2016 DATE	

MASTER EQUIPMENT LEASE AGREEMENT



50 Briar Hollow, Suite 600, Houston, TX 77027

lease fax completed Agreement to 1-866-329-8795. Questions or need assistance? Call 1-866-551-879	lease f	ax completed	Agreement to	1-866-329-8795	Questions or need	assistance?	Call 1-866-551-87
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fixagonia (di ngryagonia waregi L	Lesses Name Neighbors Health System Inc.	Federal Tax ID Number
LESSEE INFORMATION	Headquarters Street Address/City/County/State/Zip 11200 Broadway Ste. 2320 Pearland TX 77584	70, 14304 11
	Lease Number 41201960	Lessee Phone Number 713 436 9600

This MASTER EQUIPMENT LEASE AGREEMENT ("Master Lease") is made this September 14. 20 15 by and between 3i International ("Lessor") and the Lessee referenced above ("Lessee"). The parties agree as follows:

- 1. MASTER LEASE. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment, software, fixtures, personal properly and/or other properly described in each schedule ("Equipment Schedule") from time to time signed by Lessor and Lessee that incorporates this Master Lease by reference (such property together with all replacements, repairs, additions and accessions thereto being referred to herein as the "Equipment"). Each Equipment Schedule that incorporates this Master Lease is sometimes hereimafter referred to as a "Lease." Each Lease shall constitute an agreement separate and distinct from this Master Lease and any other Lease. In the event of a conflict between the terms and conditions of an Equipment Schedule and the terms and conditions of this Master Lease, the terms and conditions of the Equipment Schedule shall govern, but only with respect to the corresponding Lease.
- 2. TERM. The obligations of the parties shall commence upon the full execution of this Master Lease and shall continue until each party has satisfied their respective obligations in this Master Lease and under each Lease. The "Lease Term" for each Lease shall commence on the date Lessee accepts the Equipment by executing a Delivery and Acceptance Certificate ("Commencement Date") and, unless terminated earlier as provided in the Lease, shall continue for the number of months specified in the Equipment Schedule from the first Rental Due Date (as defined below). If the Equipment Schedule provides for a Renewal Option, the Lease Term shall include any Renewal Term(s) selected by the Lessee and/or any other extension as provided in the Lease.
- 3. RENT; ADJUSTMENTS. Lessee agrees to pay Lessor rent for the Equipment, in the amount specified in the Equipment Schedule ("Rent"), due and payable on each Rental Due Date during the Lease Term without notice or demand, and any other charges, advances or reimbursements due Lessor pursuant to the Lease, due upon demand by Lessor from time to time. Lessee further agrees to pay Lessor, on the first Rental Due Date, interim rent for any partial first month during the Lease Term in an amount equal to 1/30th of the Rent for each day from and including the Commencement Date to and excluding the first Rental Due Date. The first Rent payment is due on or before the Commencement Date, as invoiced by Lessor, unless the Equipment Schedule is specified that zero (0) advance payments are due, in which case the first Rent payment will be due on the date specified by Lessor in the month following the Commencement Date, and the remaining Rent payments will be due on the same day of each subsequent month. Lessee authorizes Lessor to adjust the Rent payment up or down by not more than 15% if the total amount paid by Lessor for the purchase, delivery and installation of the Equipment, including any trade-up and buyout amounts (the "Total Cash Price") differs from the originally estimated and documented price thereof. Lessee further authorizes Lessor to increase the Rent payment, if the Commencement Date occurs after the date Lessor approved Lessee's application for the relevant Lease, to reflect any increase (i) from the date of such approval and (ii) to the Commencement Date in the interest rate swaps ("Swaps Rate") that most-closely approximates the term of such Lease (determined as of the last day in the week ending prior to each of such
- dates). The Swaps Rate is published in the Federal Reserve Statistical release H.15 and can be found http://www.federaireserve.gov/releases/h15/update/. The Rent payment will be a fixed amount for the term of the Lease. All Rent shall be payable to Lessor and delivered to Lessor's office or such other place as Lessor may designate in writing at any time. An advance Rent payment shall be applied as the first Rent payment under the Lease. If more than one Rent payment is made by Lessee in advance, the second (and any other advance Rent payment) shall be applied to rental payments scheduled under the Lease in inverse order of maturity Should Lessee fail to pay any part of any Rent within 3 days of its due date, Lessor shall (a) impose a late charge equal to 10% of the amount of the late payment or \$20, whichever is greater, and (b) commencing 30 days after any such payment is due under the Lease, assess interest on such delinquent payment until paid at the rate of 1.5% per month. However, if such late charge and/or interest exceeds the maximum amount of interest permitted by applicable law, such excess shall be reduced to the maximum rate permitted by law. IF THE LEASE IS REPLACING AN EXISTING LEASE, THE NEW RENT PAYMENT WILL INCLUDE THE BALANCE OF THAT LEASE AND RESULT IN A GREATER AGGREGATE COST TO LESSEE.
- 4. NET LEASE; RENT PAYMENTS ABSOLUTE. Each Lease is a net lease and Lessee's obligations to pay Rent in full when due are absolute and unconditional and shall not be subject to any abatement, reduction, set off, counterclaim, recoupment, defense or other right which Lessee may have or assert against Lessor, the supplier of the Equipment or any other person or entity
- 5. DELIVERY AND INSTALLATION. Lessee will select the Equipment to meet its specifications and, in reliance thereon, Lessor will order auch Equipment from the supplier(s) specified by Lassea or, if Lassea has previously entered into a purchase order or supply contract, such purchase order or supply contract shall be deemed assigned to Lessor upon execution of the relevant Equipment Schedule. Upon delivery and acceptance by Lessee of the Equipment designated in an Equipment Schedule, Lessee will execute and deliver to Lessor a Delivery and Acceptance Certificate. Lessee shall make all delivery arrangements with each supplier and, at Lessee's expense, will pay all transportation, packing, taxes, duties, installation, testing and other charges in connection with the delivery, installation and acceptance of the Equipment. Lessor shall have no liability to Lessee for delivery delays or failure of the supplier to deliver goods meeting the purchase order specifications. Lessee is hereby authorized to act as Lessor's agent in inspecting, accepting and rejecting delivery of Equipment. provided that all claims asserted by any supplier by reason of Lessee's rejection of any goods shall be Lassee's sole responsibility to defend, resolve and pay.
- the date of such approval terset rate swaps ("Swaps te term of such Lease ding prior to each of such
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EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; THE DESIGN OR CONDITION OF THE EQUIPMENT; THE QUALITY, CAPACITY OR SUITABILITY OF THE EQUIPMENT; COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; PATENT OR COPYRIGHT INFRINGEMENT; OR LATENT DEFECTS, IT BEING AGREED THAT THE EQUIPMENT IS LEASED "AS IS" AND THAT ALL SUCH RISKS, AS BETWEEN LESSOR AND LESSEE, ARE TO BE BORNE BY LESSEE AT ITS SOLE RISK AND EXPENSE. Lessor will have no liability to Lessee or third parties for any direct, indirect, special or consequential damages of any kind or nature arising out of this Master Lesse, any Lease, or in connection with the Equipment.

- 7. ASSIGNMENT OF WARRANTY RIGHTS. Lessor hereby assigns to Lessee, for the Lease Term, any manufacturer's and/or supplier's warranties with respect to the Equipment and, provided no Default has occurred and ramains uncured, Lessee is hereby authorized to enforce such warranties, in its name, at Lessee's sole expense.
- 8. TITLE, Title to the Equipment shall remain solely with Lessor. No right, title or interest in or to the Equipment shall pass to Lessee other than the right to possess and use the Equipment for the Lease Term and such transfer is conditioned upon Lessee's compliance with the terms and conditions of the Lease. Lessee, at its expense, will defend Lessor's little to the Equipment and will keep the Equipment free from all claims, liens, encumbrances and legal processes of Lessee's creditors and other parties, except for those claims created by or through Lessor. At Lessor's request, Lesson shall affix identification plates or markings to the Equipment clearly indicating Lesson's ownership. If any Lease is deemed to be a lease intended for security, to secure Lessee's obligations under such Lease and under all other indebtedness at any time owing by Lessee to Lessor, Lessee grants to Lessor a first priority security interest in the Equipment subject to such Lease and any and all proceeds from the use, rental or sale of such Equipment LESSEE IRREVOCABLY AUTHORIZES LESSOR TO FILE A COPY OF THIS LEASE AND/OR ANY OTHER DOCUMENT AS A FINANCING STATEMENT AND APPOINT LESSOR OR ITS DESIGNEE AS LESSEE'S ATTORNEY-IN-FACT TO EXECUTE AND FILE ON LESSEE'S BEHALF, IF REQUIRED, SUCH FINANCING STATEMENTS COVERING THE EQUIPMENT AS LESSOR MAY DEEM NECESSARY AND REIMBURSE LESSOR FOR COST OF SUCH FILINGS AND LIEN
- 9. PERSONAL PROPERTY. All items of Equipment shall at all times be and remain personal property notwithstanding that any such Equipment may now or hereafter be affixed to realty. Lessee, at its expense, shall obtain all such welvers as Lessor may reasonably require to assure Lessor's title and interest in access to and right to remove the Equipment.
- 18. USE, LOCATION AND INSPECTION OF EQUIPMENT So long as Lesses is not in Default under the Lesse, Lesses shall be entitled to possess and use the Equipment for its business purposes in conformity with all applicable laws, ordinances, regulations, the requirements of all applicable insurance policies and of any applicable manufacturer's or supplier's warrantles. Lesses shall bear all costs in connection with the operation and maintenance of the Equipment. The Equipment shall be delivered, at Lesses's direction and responsibility, to the location specified in the Equipment Schedule and shall not thereafter be removed from such location without the advance written consent of Lessor. Lessor shall have the right from time to time during Lesses for mormal business hours to enter upon Lesses's premises or elsewhere for the purpose of confirming the existence, condition or proper maintenance of the Equipment Lesses shall not, except with Lessor's prior written consent, part with possession or control of the Equipment or dispose of or encumber any interest in the Equipment or under the Lesses.
- 11. TAXES AND FEES. Lessee will pay all excise taxes, seles and use taxes, personal property texas, and all other taxes and charges which may be imposed by any governmental entity during the term of this

Lease, arising from the use, acquisition, ownership or leasing of the Equipment, whether due before or after termination of the Lease Lessee will reimburse Lessor for all administrative costs associated with the preparation, filing, payment, and other costs necessary to properly administer taxes associated with the Equipment. Where required by law, Lessor will file the personal property tax returns with respect to the Equipment, and Lessee shall pay Lessor in advance, and all the time(s) Lessor requires, the taxes that Lessor anticipates will be due during the year

- 12. RISK OF LOSS. Lessee is responsible for any loss, theft or destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to Lesson at the end of this Lessee. Lessee is required to make all Rent Payments even if there is a Loss. Lessee must notify Lessor in writing immediately of any Loss. Than, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification. (b) replace such Equipment with like equipment in good repair, condition and working order acceptable to Lessor, with clear title to such replacement equipment vested in Lessor, or (c) pay Lessor the amounts specified in Section 19 below.
- 13. MAINTENANCE, REPAIRS AND ALTERATIONS. Lessee shall, at its expense, keep all of the Equipment in good repair, condition and working order and shall furnish all required parts and servicing so that the value and condition of the Equipment will be maintained and preserved, reasonable wear and tear excepted. Lessee shall not, without the written approval of Lessor, make any alterations or modifications to the Equipment except for upgrades that do not impair the value, utility or marketability of the Equipment. All such alterations, modifications or upgrades will become part of the Equipment and Lessor's property, without charge, free of any liens or encumbrances. Lessee shall keep software that is part of any Equipment current with all updates, revisions, upgrades and maintenance fixes, whether obtained from the supplier, licensor or any other source.
- 14. INSURANCE. Lessee shall provide and maintain at its expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming Lessor as loss payee, and (b) public liability insurance in a minimum amount of one million dollars and third party property insurance, in each instance naming Lessor as an additional insured. Lessee shall provide to Lessor certificates or other evidence of such insurance when requested. Such insurance will be in a form, amount (including the minimum amount for public liability insurance stated above) and with companies acceptable to Lessor, and will provide that Lessor will be given 30 days advance notice of any cancellation or material change of such insurance. Lessor reserves the right to reject Lessee's insurance carrier for reasonable IF LESSEE DOES NOT GIVE LESSOR EVIDENCE OF INSURANCE ACCEPTABLE TO LESSOR, LESSOR HAS THE RIGHT. BUT NOT THE OBLIGATION, TO OBTAIN INSURANCE COVERING LESSOR'S INTEREST IN THE EQUIPMENT FOR THE TERM OF THIS LEASE, INCLUDING ANY RENEWAL OR EXTENSIONS. LESSOR MAY ADD THE COSTS OF ACQUIRING AND MAINTAINING SUCH INSURANCE AND LESSOR'S FEES FOR LESSOR'S SERVICES IN PLACING AND MAINTAINING SUCH INSURANCE (COLLECTIVELY, "INSURANCE CHARGE"), ON WHICH LESSOR MAY EARN A PROFIT, TO THE AMOUNTS DUE FROM LESSEE UNDER THIS Such insurance may duplicate coverage provided under Lessee's existing policy. Lessee will pay the insurance Charge in equal installments allocated to the remaining Rent payments. Nothing in this Lease will create an insurance relationship of any type between Lessor and any other person. Lesses acknowledges that Lessor is not required to secure or maintain any insurance, and Lessor will not be liable to Lessee if Lessor terminates any insurance coverage that Lessor arranges. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims for, receive payment of, and execute and endorse all documents, checks, or drafts issued with respect to any Loss under any insurance policy relating to the Equipment.
- 15. RETURN OF EQUIPMENT; RESTOCKING FEE, Upon expiration, cancellation or termination of the Lease Term, or upon Lessor's demand after a Defeuit, all, but not less than all, of the Equipment shall be immediately returned to Lessor as provided herein unless (a) Lessor has exercised a purchase option provided hereunder or (b) Lessor has

requested that Lessee provide temporary on-site storage, after which the Equipment shall be returned to Lessor. In making such return, Lessee shall deliver the Equipment to such place or places within the continental United States as Lessor may designate in writing. All costs and expenses of the return shall be borne by Lessee, including without limitation, the costs of removing, dismantling, assembling, packing, insuring at full value, transporting and unloading of the Equipment, Lessor reserves the right to charge Lessee a restocking fee equal to two (2) Rent payments. All such returned Equipment shall be in good condition and the state of repair required by Section 10 herein, ordinary wear and tear excepted, and upon Lessor's request, Lessee will provide Lessor with a certification from the manufacturer or its authorized representative as to the Equipment's condition. To the extent that any portion of the Equipment consists of software or other licensed products, Lessee will return all tangible items of software and destroy all intangible items of software, certify in writing to Lessor that Lessee has complied with the above requirements, has not retained such software in any form and will not use the software after termination. Lessee acknowledges that it is Lessee's sole duty to remove all sensitive or confidential data stored within the Equipment prior to returning it.

16. PURCHASE AND RENEWAL OPTIONS. If no Default exists under a Lease, Lessee will have the option at the end of the Lease Term or any Renewal Term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown on the front of the Equipment Schedule, plus any applicable taxes. Unless the Purchase Option price is \$1.00, Lessee must give Lessor at least 90 days written notice before the end of the initial Lease Term that Lessee will purchase the Equipment or that Lessee will return the Equipment to Lessor. If Lessee does not give Lessor such written notice or if Lessee does not purchase or deliver the Equipment in accordance with the terms and conditions of the Lease, the Lease will automatically renew on a monthly basis until Lessee provides such notice and delivers the Equipment to Lessor. During such renewal(s) the Rent payment will remain the same. Lessor may cancel an automatic renewal term by sending Lessee written notice 30 days prior to such renewal term. If the Fair Market Value Purchase Option has been selected, Lessor will use its reasonable judgment to determine the Equipment's in use and in place fair market value. If Lessee does not agree with Lessor's determination of the Equipment's fair market value, the fair market value (in use and in place) will be determined at Lessee's expense by an independent appraiser selected by Lessor. Upon payment of the Purchase Option price, plus applicable taxes, Lessor shall transfer its interest in the Equipment to Lessee "AS IS, WHERE IS" without any representation or warranty whatsoever and this Lease will terminate. With respect to items of Equipment consisting of software, Lessee's right to continue use such software will be subject to the applicable license agreement.

17. INDEMNIFICATION. Lessee assumes liability for and agrees at its own expense to indemnify, hold harmless and defend Lessor and any assignee, and their respective employees and agents (each an "Indemnitee"), from and against any and all claims, liabilities, losses, damages, and expenses (including attorneys' fees and legal expenses and Lessor's internal administration costs) of every kind or nature arising out of or in connection with: (a) the Lease, including but not limited to, any breach of a representation or warranty, a Default (as defined hereinafter) and/or proceeding in bankruptcy with respect thereto; (b) the ordering, purchase, delivery, installation, ownership, selection, possession, leasing, operation, use, maintenance, transportation and return of the Equipment (including latent and other defects, whether or not discoverable by Lessee or Lessor); (c) any claims based on strict fort liability or warranty and any claim for patent, trademark or copyright infringement, (d) any claim relating to any interruptions of service, loss of business or consequential damages, and (e) any data Lessee has stored within the Equipment (collectively, "Claims"). Lessee shall not be required to indemnify an Indemnifee against Claims to the extent such Claims result directly from the actual, but not imputed, gross negligence or willful misconduct of such indemnitee. Lessee shall, at its own cost and expense, defend any and all Claims which may be brought against any Indemnitee, either alone or in conjunction with others upon any such liability or claim or claims and shall satisfy, pay and discharge any and all judgments and fines that may be recovered against any Indemnitee in any such action or actions. If the Purchase Option shown on the front of any Equipment Schedule to this Lease is other than a nominal purchase option, then Lessee

acknowledges that Rental Payments are calculated on the assumption that Lessor will realize certain income tax benefits under state and federal law as the owner of the Equipment and the Lessor under this Lease. As used herein a "Tax Benefit Loss" shall mean (1) the Lessor's loss of or loss of the right to claim or recapture all of or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment or (2) taxes incurred by Lessor as a result of the inclusion in Lessor's income for federal or state income tax purposes of any amount other than Rental Payments hereunder due to any modification of the Equipment, other action or failure to act by Lessee. If Lessor suffers a Tax Benefit Loss for any reason other than (i) Lessor's sale of the Equipment other than due to a Default, (ii) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or failure to claim such tax benefits in a timely manner or (iii) a change in tax law (including a change in tax rates) that becomes effective after the date of this Lease, then Lessee shall pay to Lessor a lump sum amount that, after the payment of all federal, state and local taxes and using the same assumptions as to lax benefits and other matters Lessor used in originally calculating the Rental Payments will, in Lessor's reasonable opinion, maintain Lessor's net after-tax rate of return and cash flows with respect to this Lease as they would have been enjoyed if such Tax Benefits Loss had not occurred. Lessor will notify Lessee of any claim that may give rise to indemnification under this paragraph but will be under no obligation to contest any such claim. in any event, Lessor shall control all aspects of any settlement and contest and, whether such contest is successful or not, Lessee shall promptly pay all legal fees and other out-of-packet expenses incurred by Lessor in defending such claim. For purposes of this paragraph, the term "Lessor" includes any member of an affiliated group which Lessor is or may become a member of in the event that consolidated tax returns are filed for such affiliated group for federal income tax purposes. The indemnification provisions of this Section 17 shall continue in full force and effect notwithstanding the expiration or other termination of this Master Lease or any Lease.

18. EVENTS OF DEFAULT, Each of the following is a "Default" under this Lease: (a) Lessee falls to pay any Rent payment or any other payment within 10 days of its due date; (b) Lessee fails to perform any of its other obligations under this Lease or in any other agreement now existing or hereafter made with Lessor or with any of Lessor's affiliates and such failure continues for 10 days after Lessor notifies Lessee of it. (c) Lessee becomes insolvent or is dissolved, or Lessee assigns its assets for the benefit of its creditors, or enters (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; (d) any guarantor of this Lease ("Guarantor") dies, does not perform its obligations under the guaranty or any other agreement, now existing or hereafter made with Lessor, or becomes subject to one of the events listed in clause (b) or (c) above; (e) Lessee or any Guarantor consolidates with, merges with or into, or conveys or leases all or a substantial part of its assets to any person or engages in any other form of reorganization, or there is a change in the legal structure of Lessee or any Guarantor, in each case which results, in the sole opinion of Lessor, in a material adverse change in Lessee's or such Guarantor's ability to perform its obligations under the Lease or any Guaranty, respectively, or there is otherwise a change in control of Lessee or any Guarantor; (f) Lessee or Guarantor makes or gives any false or misleading representations or warranties at anytime or in any manner in connection with the Lease; (g) Lessee or any Guarantor shall be in default under any obligation for the payment of borrowed money or the deferred purchase price of, or for the payment of any rent due with respect to. any real or personal property. A Default with respect to any Equipment Schedule shall constitute a Default for all Equipment Schedules and all other agreements with Lessor and its affiliates.

19. REMEDIES. If a Default occurs, Lessor may do one or more of the following: (a) Lessor may cancel or terminate this Lease or any or all other agreements that Lessor has entered into with Lessee; (b) Lessor may require Lessee to immediately pay Lessor, as compensation for loss of Lessor's bargain and not as a penalty, a sum equal to (i) all unpaid Rent payments for the remainder of the term plus Lessor's anticipated residual interest in the Equipment, if applicable, discounted to oresent value at a simple interest rate per annum equal to the the discount rate of the Federal Reserve Bank of New York on the Commencement Date of the Lease, plus (ii) all other amounts due or

that become due under this Lease; (c) Lessor may require Lesses to deliver the Equipment to Lessor as set forth travely and terminate use of any software component of the Equipment, (d) Lessor or its agent may peacefully repossess the Equipment without court order and Lessee will not make any claims against Lessor for damages or trespass or any other reason; and (e) remedy such Default, including making repairs or modifications to the Equipment, for the account and expense of Lessee, and Lassee agrees to reimburse Lassor for all of Lassor's costs and expenses; (f) apply any deposit or other cash collataral or sale or remarketing proceeds of the Equipment at any time to reduce any amounts due to Lessor, and (g) exercise any other right or remedy which may be available to Lessor under applicable law. Notice of Lessor's intention to accelerate, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor, or any other notice whatsoever are hereby waived by Lessee and any Guarantor. Interest on all unpaid balances more than thirty days past due shall accrue at the lesser of 1.5% per month, or the maximum rate allowed by law, until paid in full. The exercise of any of the foregoing remedies by Lessor will not constitute a termination or cancellation of the Lease unless Lessor so notifies Lessee in writing. At any sale of the Equipment pursuant to this Section 19, Lessor may bid for the Equipment. Notice required, if any, of any sale or other disposition hereunder by Lessor shall be satisfied by the mailing of such notice to Lessee at least ten (10) days prior to such sale or other disposition. In the event Lessor takes possession and disposes of the Equipment, the

any such disposition shall be applied in the following order: (i) to all of Lessor's costs, charges and expenses incurred in taking, removing, holding, repairing and selling or leasing the Equipment and/or otherwise enforcing Lessor's rights hereunder; (ii) to the extent not previously paid by Lessee, to pay Lessor for any amounts then remaining unpaid under the Lease: (iii) to reimburse Lessee for any sums previously paid by Lessee as damages hereunder, and (iv) the balance, if any, shall be retained by Lessor. Lessee will remain liable for any amounts that remain due after Lessor has applied such net proceeds. Termination of a Lease under this Section 19 shall not affect Lessee's duty to perform Lessee's obligations under such Lease to Lessor in full. Lessee agrees to reimburse Lessor on demand for any and all costs and expenses incurred by Lessor in enforcing its rights and remedies hereunder following the occurrence of a Default, including, without limitation, reasonable attorney's fees, the costs of repossession, storage, insuring, re-letting, selling and disposing of any and all Equipment, all prejudgment and post-judgment actions taken by Lessor and all actions taken by Lessor in any bankruptcy proceeding involving the Lessee, that Equipment and/or any Guarantor and Lessor's internal administration Lessor's remedies under the Lease shall not be deomed exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available at law or equity. Waiver of any default or breach of the Lease shall not be construed as a waiver of subsequent or continuing defaults or breaches.

- 20. LESSEE'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Lessee hereby represents, warrants and covenants to Lessor that with respect to this Master Lease and each Equipment Schedule executed hereunder:
- (a) If Lessee is a corporation, partnership or other business entity, Lessee (i) is duly organized, validly existing and in good standing under the laws of its state of organization. (ii) is qualified to do business in every jurisdiction in which such qualification is necessary and where the Equipment is located, (iii) has the power and authority to own its properties and carry on its business as now being conducted and to execute and perform this Master Lease and each Lease, and (iv) has duly authorized the execution, delivery and performance of this Master Lease and each Lease.
- (b) No approval is required from any regulatory body, board, authority or commission, nor from any other administrative or governmental agency with respect to the execution and performance of this Master Lease or any Lease, or if required, such approval has been obtained;
- (c) This Master Lease and each Lease constitutes the legal, valid and binding obligation of Lessee, enforceable in accordance with its terms, and the execution, delivery and performance hereof by Lessee will not violate any provision of any law, any order of any count or of any other

agency of government, or any indenture, agreement or other instrument to which Lessee or any Guarantor is a party, or by or under which Lessee or any Guarantor is bound, or be in conflict with, result in a breach of, or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument:

- (d) All balance sheets, statements of profit and loss and other financial data that have been delivered to Lessor with respect to Lessee or any Guarantor (i) are complete and correct in all material respects, (ii) accurately present the financial condition of Lessee and such Guarantor as of the date, and the results of its operations for the periods for which, the same have been furnished, and (iii) have been prepared in accordance with generally accepted accounting principles consistently followed throughout the periods covered thereby: all balance sheets disclose all known liabilities, direct and contingent, as of their respective dates; and there has been no change in the condition of Lessee or any Guarantor, financial or otherwise, since the date of the most recent financial statements delivered to Lessor with respect to Lessee and such Guarantor, other than changes in the ordinary course of business, none of which changes has been materially adverse.
- (a) No mortgage, deed of trust or other lien of any nature whatsoever which now covers or affects, or which may hereafter cover or affect, any property or interest therein of the Lessee, now attaches or hereafter will attach to the Equipment or in any manner affects or will affect adversely Lessor's right, title and interest therein;
- (f) There are no suits or proceedings pending, or to the knowledge of Lessee, threatened, in any court or before any regulatory commission, board or other administrative governmental agency against or affecting Lessee or any Guarantor, which will have a material adverse effect on the financial condition or business of Lessee or such Guarantor;
- (g) All information concerning the financial condition and business operation of Lessee submitted to Lesser pursuant to this Master Lesse or any Equipment Schedule shall be true and correct;
- (h) Lessee will furnish Lessor (a) within one hundred twenty (120) days after the end of each fiscal year, a copy of Lessee's financial statements for such fiscal year prepared by an independent certified public accountant end (b) within forty-five (45) days after the end of each fiscal quarter, the internal financial statements of Lessee as at the end of such fiscal period, including a balance sheet end income statement, all prepared in accordance with generally accepted accounting principles consistently applied, unaudited but certified to be true and accurate, subject to normal year-end adjustments, by Lessee's principal executive officer or its principal financial officer. In addition, Lessee shall promptly inform Lessor of any Default (as defined herein) or any events or changes in the financial condition of the Lessee which may result in a material advarse change in Lessee's financial condition; and
- (i) Lessee will not change its state of incorporation or organization or its name as it appears in official fillings in the state of its incorporation or organization without giving Lessor at least 10 days prior notice
- 21. ASSIGNMENT. LESSEE MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR ITS INTEREST IN THIS LEASE. Lessor may, without notifying Lessee, sell, assign, or transfer this Lease end Lessor's rights to the Equipment. Lessee agrees that the naw owner will have the same rights and benefits that Lessor has now under this Lease but not Lessor's obligations. The rights of the new owner will not be subject to any claim, defense or set-off that Lessee may have against Lessor. Upon request, Lessee will acknowledge in writing its receipt of notice of any such assignment.
- 22. SEVERABILITY. Any provision of this Master Lease or any Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition and unenforceable without invalidating the remaining provisions hereof. To the extent permitted by applicable law, Lessee hereby walves any provision of law that prohibits or renders unenforceable any provisions hereof in any respect.
- 23. NOTICES. All notices, raports, demands and other documents provided for herein shall be deemed to have been given or made when

sent by first class certified mail, return receipt requested or delivered by a nationally-recognized overnight courier, addressed to Lessor or Lessoc at their respective addresses set forth in the heading to this Master Lesso or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

AMENDMENTS; WAIVERS; FAX SIGNATURES: MISCELLANEOUS. This Master Lease and the Equipment Schedules executed by Lessor and Lessee constitute the entire agreement between Lessor and Lessee with respect to the Equipment. No term or provision of any Lease may be changed, waived, amended or terminated except by a written agreement signed by both Lessor and Lessee, except that Lessor may insert certain information in the Equipment Schedules to conform to facts indicated in the applicable Delivery & Acceptance Certificates, including complete descriptions of Equipment, serial numbers and costs and consequential adjustments to the Rent, and to correct obvious mistakes, It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of interest permitted to be charged or collected under applicable law, and any such excess payment will be applied to Rent payments in inverse order of maturity, and any remaining amounts will be refunded to Lessee. If more than one Lessee has signed the Lease, each of the Lessees shall be jointly and severally liable for performing ail of the obligations and duties under the Lease. A fax version of Lessee's signature on the Lease shall be binding upon Lessee as if originally signed; however, the Lease shall be binding upon Lessor when signed by Lessor Lessor and Lessee agree that the version of the Lease with the Lessor's original signature shall constitute the original authoritative version

25. UCC ARTICLE 2A; GOVERNING LAW, WAIVERS AND JURISDICTION. Each Lease shall be governed by and interpreted under the internal laws of the State of New Jersey. If Article 2A of the UCC is applicable to the Lease, the Lease will be considered a "finance lease" as that term is defined therein. Lessee acknowledges that Lessee either has a) reviewed approved and received a copy of the supply contract or purchase order or b) received from Lessor the identity of the supplier, been informed that Lessee has certain rights under the supply contract or purchase order, and that Lessee may contact the supplier for a description of those rights. Lessee waives all rights and remedies under UCC Section 2A-508 through 2A-522, including, but not limited to (1) any right to repudiate or

the heading to this Master Lease.

cancel the Lease; (2) any right to reject tender of the Equipment or to revoke acceptance of the Equipment; (3) any right to recover damages for any breach of warranty; and (4) any right to deduct damages resulting from Lessor's default from any amount owing under the Lease. Lessee agrees that if there is a conflict between the Lease and any provision under Article 2A of the UCC Code, the terms of the Lease shall prevail

IF THE LESSOR OR ITS ASSIGNEE SHALL COMMENCE ANY JUDICIAL PROCEEDING IN RELATION TO ANY MATTER ARISING UNDER A LEASE, LESSEE IRREVOCABLY AGREES THAT ANY SUCH MATTER MAY BE ADJUDGED OR DETERMINED IN ANY COURT OR COURTS IN THE STATE OF LESSOR'S OR ITS ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS, OR ANY COURT OR COURTS IN THE LESSEE'S STATE OF RESIDENCE, OR IN ANY OTHER COURT HAVING JURISDICTION OVER THE LESSEE OR THE LESSEE'S ASSETS, ALL AT THE SOLE DISCRETION OF THE LESSOR. LESSEE HEREBY **IRREVOCABLY** GENERALLY SUBMITS UNCONDITIONALLY TO THE JURISDICTION OF ANY SUCH COURT SO ELECTED BY LESSOR IN RELATION TO SUCH MATTERS. FURTHER, IN ANY LITIGATION ARISING UNDER ANY LEASE, LESSEE VOLUNTARILY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. For security purposes and to help the government fight terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or commercial entity that enters into a customer relationship with the financial institution. For this reason, Lessor may request the following identifying information: name, address, date of birth. Lessor may also ask other questions or request other documents meant to verify Lessee's individual or commercial identity.

26. PARTIES. The provisions of this Master Lease shall be binding upon, and inure to the benefit of, the assigns, representatives and successors of the Lessor and Lessee.

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By: Phor	Mortin	By:
Print Name:	Attorney in Fact	Print Name John Villa-
Print Title:	Gnaron Wartin	Print Title: CF
Date:	Team Leader	Date:

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Master Lease to be duly executed, as of the date indicated in

AMENDMENT TO MASTER EQUIPMENT LEASE AGREEMENT

Master Equipment Lease Agreement Number: 41261960 Dated: September 14, 2015.

This Amendment to Master Equipment Lease Agreement number 41261960 (the "Amendment") is effective as of November 6, 2015 and is made part of that Master Equipment Lease Agreement (the "MELA") by and between a All Points Solution, Inc. dba 3! International as "Lessor" and Neighbors Health System, Inc. as "Lessee".

Each capitalized term used but not defined in this Amendment will have the meaning given to it in the MELA. In the event of any conflict among the terms of this Amendment and the terms of the MELA, the terms of this Amendment will control and prevail.

PRELIMINARY STATEMENTS

WHEREAS, Lessor and Lessee have executed the MELA on or about September 14, 2015, with the understanding that various wholly-owned subsidiaries of Lessee would subsequently enter into equipment schedules for certain office equipment and any related parts and accessories thereto (the "Equipment"); and

WHEREAS, on or about November 5, 2015, Lessee filed a Certificate of Amendment with the Secretary of State of Texas, by which Lessee changed its legal entity name from Neighbors Health System, Inc. to Neighbors Legacy Holdings, Inc.; and

WHEREAS, on or about November 6, 2015 Neighbors Legacy Holdings, Inc. subsequently formed Neighbors Health System, LLC, a wholly-owned subsidiary; and

WHEREAS, the parties wish to add Neighbors Health System, LLC as a lessee to the MELA and all related and subsequent Schedules thereto; and

WHEREAS, the parties desire to amend the MELA to reflect the appropriate lessees thereto.

NOW THEREFORE, in consideration of the promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties amend the MELA as follows:

- 1. As of November 6, 2015, "Neighbors Health System, Inc." is hereby changed to "Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc."
- 2. As of November 6, 2015, "Neighbors Health System, LLC" is hereby added to the MELA as a Co-Lessee.
- 3. All other terms and conditions in the MELA shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of November 6, 2015.

Lesson X	W/L	TW/	4	
Authorized S	Dara	Raphic	$\hat{\mathcal{O}}$, , , , , , , , , , , , , , , , , , ,
Print Name:	and Title			
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IEIGHBORS			1	
	,	1		
Co-Lessee X	V	1 0	y	And the second s
Co-Lessee X Authorized S	Signature	700		

HEALTH SYS	TEM, INC.
Lessee X	(XX)
Authorized S	gnahure
Print Name a	to the John Nocken/CFD

SECRETARY'S CERTIFICATE

The undersigned, Dhay	mesh Patel	Secretary of
<u>Neighbors GP. LLC</u> a Texas li	mited liability company (the "Co	mpany") hereby certifies as follows:
I am the duly elected, Company's records and n		of the Company and have the custody of the
		elected or appointed to the offices indicated below; rovided the specimen signatures appearing beside
Name	Title	Specimen Signature
Setul Patel	Director	
John Decker	Director	
as of the date of this Certi	ficate:	of Directors of the Company and remain in effect
as of the date of this Certi- RESOLVED, that cer (including those listed to time enter into a M International ("3i"), inc- equipment (collectively collectively as "Leases RESOLVED, that the behalf of the limited pa RESOLVED, that Setu are duly authorized to of the Company; and RESOLVED, that 3i is	ficate: tain limited partnerships in woon Exhibit A hereto, and others aster Equipment Lease Agreen luding one or more Equipment, the MELA and each Schedule "); and Company (through its duly authorships; and I Patel and John Decker, whose sign and deliver agreements and	nich the Company acts as the General Partne that may be formed subsequently), may from time nent ("MELA") with All Points Solution, Inc. dba 3 Lease Schedules ("Schedules") thereto for office are referred to herein individually as a "Lease" and norized Directors/Officers) shall sign the Leases or titles and specimen signatures are set forth above do other documents related to the Leases on behalf esolutions set forth above until receipt by it at its
as of the date of this Certi- RESOLVED, that cer (including those listed to time enter into a M International ("3i"), including equipment (collectively collectively as "Leases RESOLVED, that the behalf of the limited pare duly authorized to of the Company; and RESOLVED, that 3i is principal place of busings.	ficate: tain limited partnerships in whon Exhibit A hereto, and others aster Equipment Lease Agreen luding one or more Equipment, the MELA and each Schedule "); and Company (through its duly authorized to rely upon the reason and deliver agreements are authorized to rely upon the reason of written notice of any challonized officers of the Company	nich the Company acts as the General Partne that may be formed subsequently), may from time nent ("MELA") with All Points Solution, Inc. dba 3 Lease Schedules ("Schedules") thereto for office are referred to herein individually as a "Lease" and norized Directors/Officers) shall sign the Leases or titles and specimen signatures are set forth above and other documents related to the Leases on behalf esolutions set forth above until receipt by it at it inge therein. By that make certificates on its behalf and I have the Company to be placed on this certificate this

- 1. NEC Harlingen Emergency Center, LPV
- 2. NEC Kingwood Emergency Center, LP
- 3. NEC Lakeline Emergency Center, LP
- 4. NEC Midland Emergency Center, LP
- 5. NEC Mueller Emergency Center, LP
- 6. NEC Odessa Emergency Center, LP
- 7. NEC Orange Emergency Center, LP
- 8. NEC Pasadena Emergency Center, LP
- 9. NEC Pearland Emergency Center, LP
- 10. NEC Port Arthur Emergency Center, LP
- 11. NEC Texas City Emergency Center, LP
- 12. NEC Tyler Emergency Center, LP
- 13. NEC Yorktown Emergency Center, LP
- 14. NEC Zaragoza Emergency Center, 'LP
- 15. Neighbors Physician Group, PLLC
- 16. Neighbors Practice Management, LLC
- 17. NEC Baytown Emergency Center, LP V
- 18. NEC Beaumont Emergency Center, LP
- 19. NEC Bellaire Emergency Center, LP
- 20. NEC Crosby Emergency Center, LP
- 21. NEC Eastside Emergency Center, LPs

SE	ECRETARY'S CERT	IFICATE				
	(F) (A) AR A EGIR Constanting of The 2019		CERTIFICATE			Marking Services and a
		INCUMBENCY AI	0	E KESOLU	HONS	
Th	e undersigned,	DHARMESIA	PATEL		Secretary of	
Ne	sighbors Legacy Holdin	gs, inc. a <u>Texas</u> corpo	oration (the "Corpo	oration") here	eby certifies as fo	ollows:
1.	I am the duly electe corporate records, mi	ed, qualified and acti nutes and corporate s		the Corporati	on and have th	ne custody of the
2.	The following named below as of November specimen signatures	individuals: (a) have per 6, 2015; (b) curr appearing beside thei	ently hold such a	ected to the office at this	affice of the Cortime; and (c)	poration indicated lave provided the
	Name		Title	>	Spekimen S	Signature
Se	tul Patel	Presid	dent and CEO			
Jol	nn Decker		CFO		AND THE	
	("MELA") together inc. dba 3i interna- from time to time individually as a "L	the Corporation is with Neighbors Healt ational ("3i") as lesse for office equipment (lease" and collectively certain wholly-owned	h System, LLC (the System, LLC) (the System of the System	ne "LLC") as to pment Lease IELA and ear id	essee, and with Schedules ("Si ch Schedule are	All Points Solution chedules") thereto referred to herein
	(including those list	ted on Exhibit A here	to, and others tha	t may be forn	ned subsequent	ly), shall also enter
	RESOLVED, that the Corporation, the LLC, and any such Co-Lessee shall be jointly and severally liable for the obligations under the Leases; and					
	RESOLVED, that authorized to sign Corporation; and	Setul Patel and Joh and deliver agreeme	n Decker, Presidents and other do	ent and CEC cuments relat	and CFO, rested to the Lease	pectively, are duly es on behalf of the
	RESOLVED, that principal place of b	3i is authorized to re susiness of written not	ely upon the reso ice of any change	lutions set fo therein.	orth above until	receipt by it at its
4.	I am one of the duly caused this certificate 2	authorized officers of to be executed and day of <u>Fro</u>	the seal of the (Corporation to	ertificates on its be placed on	behalf and I have this certificate this
/C-	vroorata Sanii		4	and the state of t		
(UU	rporate Seal)		Secretary)	1 24	1 m.D.	

EXHIBIT A to Secretary's Certificate

- 1. NEC Harlingen Emergency Center, LP
- 2. NEC Kingwood Emergency Center, LP
- 3. NEC Lakeline Emergency Center, LP
- 4. NEC Midland Emergency Center, LP
- 5. NEC Mueller Emergency Center, LP
- 6, NEC Odessa Emergency Center, LP
- 7. NEC Orange Emergency Center, LP
- 8. NEC Pasadena Emergency Center, LP
- 9. NEC Pearland Emergency Center, LP
- 10. NEC Port Arthur Emergency Center, LP
- 11. NEC Texas City Emergency Center, LP
- 12. NEC Tyler Emergency Center, LP
- 13. NEC Yorktown Emergency Center, LP
- 14. NEC Zaragoza Emergency Center, LP
- 15. Neighbors Physician Group, PLLC
- 16. Neighbors Practice Management, LLC
- 17. NEC Baytown Emergency Center, LP
- 18. NEC Beaumont Emergency Center, LP
- 19, NEC Bellaire Emergency Center, LP
- 20. NEC Crosby Emergency Center, LP
- 21, NEC Eastside Emergency Center, LP

			''S CERTIFICATE P ' AND COMPANY P			
Th	e undersigned,	DHARMESH	PAREL	Secretary of		
Ne	eighbors Health Syst	<u>em, LLC</u> a <u>Texas</u> limit	ed liability company (t	the "Company") hereby certifies as follow	Vs.	
1.	I am the duly elec minutes and seal.	ted, qualified and acti	ng Secretary of the C	Company and have the custody of its re	cords.	
2.	below as of Nove	ned individuals: (a) ha ember 6, 2015; (b) co es appearing beside th	irrently hold such of	ected to the office of the Company ind fice at this time; and (c) have provide	icated ed the	
	Name		Title	Specimen Signature		
Se	tul Patei		CEO			
Joi	nDecker		OFO	XX		
3.	The following resol as of the date of th		oted by the Board of C	Directors of the Company and remain in	effect	
	together with No inc, dba 3i Inte from time to time	eighbors Legacy Hold ernational ("3i") as les	ings, Inc. (the "Corpor sor, including Equipn It (collectively, the ME	Master Equipment Lease Agreement ("fi ration") as lessee, and with All Points So ment Lease Schedules ("Schedules") ELA and each Schedule are referred to	dution thereto	
	(including those	at certain wholly-own listed on Exhibit A he as Co-Lessees; and	ed subsidiaries of the reto, and others that i	e Corporation which act as operating a may be formed subsequently), shall also	entities o enter	
		at the Company, the (igations under the Lea		such Co-Lessees shall be jointly and se	verally	
			Patel and John Decker, each a Director, are each duly authorized to sign and other documents related to the Leases on behalf of the Company; and			
	RESOLVED, that 3i is authorized to rely upon the resolutions set forth above until receipt by it at i principal place of business of written notice of any change therein.					
4.	caused this certific	uly authorized officers ate to be executed a day of	ind the seal of the C	at make certificates on its behalf and lompany to be placed on this certificates.	have e this	

(Company Seal)

Exhibit A to Secretary's Certificate

- 1. NEC Harlingen Emergency Center, LP
- 2. NEC Kingwood Emergency Center, LP
- 3. NEC Lakeline Emergency Center, LP
- 4. NEC Midland Emergency Center, LP
- 5. NEC Mueller Emergency Center, LP
- 6. NEC Odessa Emergency Center, LP
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- 15. Neighbors Physician Group, PLLC
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- 17. NEC Baytown Emergency Center, LP
- 18. NEC Beaumont Emergency Center, LP
- 19. NEC Bellaire Emergency Center, LP
- 20. NEC Crosby Emergency Center, LP
- 21. NEC Eastside Emergency Center, LP

EQUIPMENT SCHEDULE (Cost Per Copy)

To Master Equipment Lease Agreement Please fax a signed convin 1-866-329-8796

Master Equipment Lease Agreement Number: 41261960	Dated: September 14, 2015
Equipment Schedule Number: 41325206	Dated: 2/14/2016
Lessor: All Points Solution, dba 3i International	
Lessee: Neighbors Legacy Holdings, Inc. fka Neighbors Health Syst	em, Inc.
Lessee Federal Tax ID Number: XX XXXXX	
Co-Lessee: Neighbors Health System, LLC	
Co-Lessee Federal Tax ID Number: XX メンメメン	
Co-Lessee: NEC Brawnsville Emergency Center, I.P	NSO afforms difficulty at a trape can remove .
Co. Lassas Forlard Tax ID Number: VX VXXX	

This Equipment Schedule is entered into pursuant to the Master Equipment Lease Agreement identified above (the "Master Lease"). All of the terms and conditions of the Master Lease are incorporated herein and made a part hereof, along with any Supplemental Terms annexed to this Equipment Schedule. For the avoidance of doubt, the Co-Lessee referenced above hereby agrees with all of the terms and conditions of the Master Lease and is made a signatory thereon by signing this Equipment Schedule. This Equipment Schedule, any Supplemental Terms annexed hereto and the Master Lease as it relates to this Equipment Schedule are hereinafter collectively referred to as the "Lease." Lessor and Lessees hereby agree that the terms and conditions of this Equipment Schedule shall have priority and govern in the event of any conflicts with the terms and conditions of the Master Lease, Lessee and Co-Lessee (collectively referred to as "Lessee") shall be jointly and severally liable for all obligations under this Lease.

MAINTENANCE AND SUPPLIES: The charges established by the Lease include payment for the use of the designated equipment, and may also include accessories and maintenance (during normal business hours) pursuant to a separate arrangement between Lessee and the supplier of such accessories and maintenance. Peper must be separately purchased by Lessee. If necessary, the service and supply portion of the Lease may be assigned.

OVERAGES, COST ADJUSTMENTS, USAGE AND BILLING: Lessee agrees to comply with any billing procedures designated by Lessor, including notifying Lessor of the meter reading at the end of each month. At the end of the first year of the Lease and once each successive twelve month period, We may increase the Rent and the Overage copy Charge by a maximum of not greater than 15% of the existing charge. Lessee may not carry over any credits in any month in which Lessee makes fewer copies than the copy allowance per month.

SUPPLIER INFORMATION	Supplier Name ("SUPPLIER") All Points Solutions, Inc.		Supplier Phone Number 832-494-1412	
	Street Address/City/State/Zip 10100 W, Sam Houston Pkwy S., Suite 340, Houston, TX 7700	99		
EQUIPMENT DESCRIPTION	Equipment Description		Quantity	Serial Number
See Allached Schedule A				
EQUIPMENT LOCATION	Street Address/City/County/State/Zip 2073 E, Ruben Torres Sr, Blvd, Brownsville, TX 78526	. Дону п. на ученицем Амейской п. е. он <mark>пуроподадина в</mark> 19. году с тек пода 1 то то то 19. году	I	
TERM AND PAYMENT SCHEDULE	LEASE TERM	\$ 3,800.00		(plus applicable
	Term in Months 63	taxes) Rental Payment P Indicated	leriad is Monthly	Unless Otherwise
	Copy Allowance: B/W copy: N/A Color copy: N/A Color copy: N/A Other: N/A	Overage Copy Ch B/W copy: N/A Scan: N/A		or copy: N/A er: N/A
	Meter Frequency; Monthly Quartorly	Somi-Annual	Annual	

[SIGNATURE PAGE FOLLOWS]

ALL POINTS SOLUTION, INC. DBA 31 INTERNATIONAL By:	NEIGHBORS LEGACY HELDINGS INC. Ika NEIGHBORS HEALTH SYSTEM, INC.
Name: ATITY STE	By (Must Be Signed by Authorized Corperate Officer, Partner or Profincto Name John Decker
Title TRUTO (Ca CLLV)	Name Title CFO
CO-LESSEE: NEIGHBORS HEALTH SYSTEM, LLC	CO-LESSEE: NEC Brownsyllo Emergency Center, LP By NEIGHBORS GA LLC 1828 General Partner"
By (Must Be Signed by Authorized Sepporate Officer Panner or Proprietor)	By Must Be Signed by Authorised Corporate Officer, Partner or Propnetor
Name: John Becker	Name John Decker
Tifle CFO	Title CFO

Yeighbors Legacy Holdings, Inc. NEC Brownsville Emergency Center, LP Lease#41325206

Schedule A

ProductiO	Sescriptors	Quantity	Serie	(acatisa	Address
T/00-01575	Microsoft Office 2000 Home & Business	12		NEC Stownsville Emergency Cesses, Lin	2073 E Ruben Terres Sr. Blod, Brownsville, "X 78535
100-505850	Mad Franco 2000	1		NEC Growins in Emergency Conter, U	1073 F. Ryben Terres St. Sivid, Brownsylle, TX 76515
0847703	Lengths - Timy Sandwich Kit - System Mounting Hockes	4		NEC Brown stille Entergency Center, 12	257 I S. A. ben Forres Sc. Blvd. Brownsyllie, 78 78528
360-000764	Logitech HD Pro: Webcam C930 - web camera	1		NET Brownshills Emergency Center, LP	2078 E. Auben Tarres Sr. Blad, Brownsville, YA 78528
520-00 3 000	Logiter's Weeless Reduced willouthood NACO	1		NEC Srownskille Emergency Center, LP	2078 E. Ribben Norres M. Blad, Browns ville, "X 78526
16-FXI-2004P0TS	Revolats FLX2	:		MEC Scowper life Emergancy Center, LP	2073 E. Roben Torres St. Blvd, Drownsyke, "X 78576
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EWSODKER\$6	Larovii - tPat Ordila Warranty & pro Partolitation	6		dEC From a pulle (mergency Center, 3	2078 E. Auben Tarren S., Blvd, Orbandyllie, 14 78526
5/45009/3/65	Lenox - TopSeller eRec Frianty Support 4 years	5	20101102	NEC Brownship Emergency Center, of	2076 E. Hubeh Torres & Sivel, Groweswise, TX 28526
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SW\$2163228	Lendvo - Topseller ePec Priority Support 4 years	•		HEC Brownsville Emergency Center, LP	2073 E. Reben Tomes Sc. 5 vol. 5 rowesville, TX 76926
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7,413	Deli Ultra Sharp UZ313	2		NEC Bittiwn triffe Entergency Continued	2073 E Roben Torres Sr. Elvd. Trownskille, TX 75526
JN-51/54A 003	sper V276L1771cO monitor	1		MEC Beromas allie Emergency Centry, 12	2073 A. Roben Spries St. Bivo, Decremballie, Tx 78325
SSASSOE-SEC BUN-RO	Gisco ASA 5006-X Pirewall Edition IV / Secur () Yhis W/ Smartl (E) ZKX/X?	2		NEC Brown swille Emergency Center U	2078 E. Boben Torres St. Blvd. Browtsville, TX 78506
38172048-X9-MA	Osco Small Business 56300-52 - switch - 52 parts w/ EnumbleT 2440167	3		Niff Brownseille Emergency Cepter, U	2073 S. Ruben Forres St. Blad. Snowbaylillo, TK 20526
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3/A-C"2504-RMN"	Clade 2504 Witeless Conests or Hack too und Bracket - Rack mounting wit	1		NEC Stravesville Emergency Center, LP	2076 E. Ruten Terres St. Bito, Brownskille, TX 78516
SSBGG-1CMPP-X9-NA	Class 56300-1049P 10 Fort Gigable Man. Put indicage Swasch of SmartAFT (4-0):1	1		NEC Brownsystle Emergency Center, IP	2073 E. Risban Torres Sr. Bird, Brownsville, FX 78526
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Q2N-6KTF-40A360K9	SACARITHM 234794	2		NEC Brownsylle Emergency Cents: U	2072 S. Ruber Torres St. Black, Brown skille, TX 78525
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COMPARE, WICHELD	SMAR Took 34 CM	5		NEC Brownsville Emergency Center, Ur	2073 E. Rusen Torreu Sr. Blvd, Howensville, TX 78526
POUMHAS	Trips Ute PDU Metered 170V 15A S415R 13 Owler	4		NEC Simple provide Emergency Cycles, LF	20/E (, Ruben forres Se flord, Brownsville, TX 78526
M751KKž	Tripp On (1252-945)48 Port 20 Regionant Cat6 Parth Panel	1		NEC Brownswife Einergenry Center 📝	2073 E, Ruden Torres Sr. Blvc, Brownsville, TX 78575
JAASTEROOFS FLAL	Tripg Life 2200VA 1925W FIPS Steet Reskmount	1		NEC 8: ownersite Emergency Conser, 12	2973 E. Ruben Torres Silv Blvd, Grownsykle, 1X 78576
3F4EV74-3D	To pe line Smart VPS nav RM 20 External Bathroy	1		NEC Brownsky a Emiliagency Coaster, 12	307 i E. Ruben Tones & Bl.d. Stawnsville, Tx 78526
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FHON-I	Middle Adamtic HHEM-1 - Rack cadde management bit	5		NEC Brownswife binergoncy Center, 2	2070 g. Rubert Tarres 2r. 51vd. Brownselste, TX 78528
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43L9\$0-05-0RG-5	Reduc Cuts Patch Cuts'es! - Oronge	3	DEC Brownsville Smerkency Center, IP	2079 E. Ruben Forres St. Blod, Seponsville, TX 78526
AR DECREASED AR A COLUMN	Hollain Catis Pasch Cable 161 - Real	2	MBC Stownskille Emergency Center, LP	2079 S. Ruben Tomes Sr. Blivel, Between Wille, TX 78525
A3L9506 07-RED-S	Bellon Cate Paten Cable T - Red	1	NEC Brownsville Emergency Center, 🕒	1978 E. Richen for as Syr Black Subyactaville, TX 78515
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5-7-51	HOME Critic ?	30	MC drownsville amergency Center, 12	2013 E. Ruben Totres Sr., Blvd, Brownsyllie, TX 78522
Y5238H-7	Asus VS236H-P (Janon Feli HD LED Mariton	20	NEC Brownsville Emergency Center, 15	2073 E. Ruben Torres Sr. Blvd, BrowserHile, TX 7552E
org	V200 893-CL - 37" Libra (91.5" Memorie) Escher LED TV - Smer TV - 1060p	2	NEC Brownsville Emergency Chater, US	2073 E. Ruben Torres St. Blvd, Brownsville, TX 78525
140-02	Visio 9 Series 40° LES LOSOp	3	# BC Brownsville Energency Center, LP	2073 E. Ruban Toures Sr. Brod, Brownsoline, 13 78576
E50-C3.	Vida EiSener sof EEC 1080p	2	NEC Brownsville Emergency Center, IP	2078 E. Robert Terres St. Blvd, Brownskile, TX 79826
90300	VELCE, 3 One wrop relit 12" k 914" growth	16	NEC Brownsvêle Erne gency Center; LP	2073 E. Filden Farres Sr. Sivd, Browns45e, TX 76026
91372	VSLC6O One Wrap roll 30" x 1 1/21 51572	3	NEC Browns Me Emergoncy Center, LP	2073 E. Ruben Forces Sr. Blvd, Brownsville, TX 78525
5111197676	3M Dual Lock Reclasable Paschner TBUSSE Blinds	5	NEC Brownsville Employeery Center LP	2073 F. Roben Torres Sc Blvd, Brownsyttle, TX 78526
EC1572	Eyerb in 46 x 1 broth Para let ad Phillips drive 100 pleases	i.	REC Brownsyll a Emergency Content 12	2073 E. Ruben Torres St., E.yd., proyagentle, 1X 76526
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23316	EZ ARROF Hug Solver AT x 1 374 inch Philipps drive Grywell anchors 50 pack	1	AFC Brownsvilla Smergerary Certer, LF	2079 S. Richer: Tottles St., Blud, Snowandile, TX 78525
DT-145-BY	Communicate in entral 14 Inch Black Cable New 180 peck	1	NEC Brownsville Emergency Content	2028 E. Ruber, "other St. Sixd. Brownshille, TX 78526
SRSHELT 19	Yolga Ute Recentours and the	1	HEC Brownsville Emergracy Center, LF	2073 E. Ruben Torres Sr. Blad, Browsesdille, TX 78526
ACX-75/098-1/199	Acesso AOV 19076-MEP - Ratemount Keyboard Jeth Toughtab	1	NGC Brownsville Emergency Conten, IP	2073 E. Husen Torres Sn. Blad, Brownsyllle, FX 76526
102	At colo Allaytic il Spaco Heavy Daty Rick Shell	1	MEC Brownsollin Emergency Cynter, Li	1073 E. Ruben Torres St. Blvg. Brownsonlie, TX 75/26
Document Management	Constrent Management - M-Ret	10	NGC Brownsyll a Emergency Collect D	2073 E. Auben Forret St. Blyn. Brownsville, 13, 78526
Professional Services	Professional Services/Elecument Pagnagement	10	MEC Brownsville Emissionery Contert, IP	2073 E. Rubon Turkes St. Steel, Brownsmille, TX 78528

JOHN DERON

DELIVERY AND ACCEPTANCE CERTIFICATE

Please fax completed and signed D&A Certificate to 1-866-329-6795 Questions or need assistance? Call 1-866-551-8795

LEASE OR CPC RENTAL OR COPY RENTAL OR INSTALLMENT PAYMENT AGREEMENT NUMBER: 41325206

On behalf of Neighbors Legacy Holdings, Inc. - Co-Lessee NEC Brownsville Emergency Center. LP ("Lessee/Customer"), I hereby certify that all of the equipment and other property (the "Equipment") referred to in the above referenced Agreement (the "Agreement") with All Points Solutions, Inc. ("Lessor/Owner") has been delivered, inspected and is accepted for all purposes of the Agreement

I acknowledge that Lessor/Owner is not the supplier of the Equipment but is only providing the financing for the Equipment

ACCORDINGLY, I AUTHORIZE LESSOR/OWNER TO PURCHASE THE EQUIPMENT AND COMMENCE BILLING UNDER THE AGREEMENT.

DO NOT SIGN THIS DELIVERY AND ACCEPTANCE CERTIFICATE UNTIL YOU HAVE RECEIVED THE EQUIPMENT.

Lessee/Customer Signature	For Lesson/Owner Use Only (If applicable)
BV	Name of person verifying Delivery & Acceptance of Equipment
PRINT NAME CFO	Signature of Employee who made telephone verification
713-436-5200	Date of Telephone Verification
TELEPHONE NUMBER 2/4/10/6	
DATE	

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MASTER EQUIPMENT LEASE AGREEMENT

50 Briar Hollow, Suite 600, Houston, TX 77027

Please fax completed Agreement to 1-866-329-8795. Questions or need assistance? Call 1-866-551-8795

	Lessee Name Neighbors Health System Inc.	Federal Tax ID Number XX XXXXX
LESSEE INFORMATION	Headquarters Street Address/City/County/State/Zip 11200 Broadway Ste. 2320 Pearland TX 77584	
	Lease Number 41201960	Lessee Phone Number 713 436 9600

- 1. MASTER LEASE, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment, software, fixtures, personal properly and/or other properly described in each schedule ("Equipment Schedule") from time to time signed by Lessor and Lessee that incorporates this Master Lease by reference (such property together with all replacements, repairs, additions and accessions thereto being referred to herein as the "Eguipment"). Each Equipment Schedule that incorporates this Master Lease is sometimes hereinafter referred to as a "Lease." Each Lease shall constitute an agreement separate and distinct from this Master Lease and any other Lease. In the event of a conflict between the terms and conditions of an Equipment Schedule and the terms and conditions of this Master Lease, the terms and conditions of the Equipment Schedule shall govern, but only with respect to the corresponding Lease.
- 2. TERM. The obligations of the padies shall commence upon the full execution of this Master Lease and shall continue until each party has satisfied their respective obligations in this Master Lease and under each Lease. The "Lease Term" for each Lease shall commence on the date Lease accepts the Equipment by executing a Delivery and Acceptance Certificate ("Commencement Date") and, unless terminated earlier as provided in the Lease, shall continue for the number of months specified in the Equipment Schedule from the first Rental Due Oate (as defined below). If the Equipment Schedule provides for a Renewal Option, the Lease Term shall include any Renewal Term(s) selected by the Lessee and/or any other extension as provided in the Lease.
- 3. RENT; ADJUSTMENTS. Lessee agrees to pay Lessor rent for the Equipment, in the amount specified in the Equipment Schedule ("Rent"), due and payable on each Rental Due Date during the Lease Term without notice or demand, and any other charges, advances or reimbursements due Lessor pursuant to the Lease, due upon demand by Lessor from time to time. Lessee further agrees to pay Lessor, on the first Rental Oue Date, Interim rent for any partial first month during the Lease Term in an amount equal to 1/30th of the Rent for each day from and including the Commencement Date to and excluding the first Rental Due Date. The first Rent payment is due on or before the Commencement Date, as invoiced by Lessor, unless the Equipment Schedule is specified that zero (0) advance payments are due, in which case the first Rent payment will be due on the date specified by Lessor in the month following the Commencement Date, and the remaining Rent payments will be due on the same day of each subsequent month. Lessee authorizes Lessor to adjust the Rent payment up or down by not more than 15% if the total amount paid by Lessor for the purchase. delivery and installation of the Equipment, including any trade-up and buyout amounts (the "Total Cash Price") differs from the originally estimated and documented price thereof. Lessee further authorizes Lessor to increase the Rent payment, if the Commencement Date occurs after the date Lessor approved Lessee's application for the relevant Lease, to reflect any increase (i) from the date of such approval and (ii) to the Commencement Data in the interest rate swaps ("Swaps Rate") that most-closely approximates the term of such Lease (determined as of the last day in the week ending prior to each of such
- dates). The Swaps Rate is published in the Federal Reserve Statistical H.15 and can be release found http://www.federalreserve.gov/releases/tr/15/update/. The Rent payment will be a fixed amount for the term of the Lease. All Rent shall be payable to Lessor and delivered to Lessor's office or such other place as Lessor may designate in writing at any time. An advance Rent payment shall be applied as the first Rent payment under the Lease. If more than one Rent payment is made by Lessee in advance, the second (and any other advance Rent payment) shall be applied to rental payments scheduled under the Lease in inverse order of maturity Should Lessee fail to pay any part of any Rent within 3 days of its due date, Lessor shall (a) impose a late charge equal to 10% of the amount of the late payment or \$20, whichever is greater, and (b) commencing 30 days after any such payment is due under the Lease, assess interest on such delinquent payment until paid at the rate of 1,5% per month. However, if such late charge and/or interest exceeds the maximum amount of interest permitted by applicable law, such excess shall be reduced to the maximum rate permitted by law. IF THE LEASE IS REPLACING AN EXISTING LEASE. THE NEW RENT PAYMENT WILL INCLUDE THE BALANCE OF THAT LEASE AND RESULT IN A GREATER AGGREGATE COST TO LESSEE.
- 4. NET LEASE; RENT PAYMENTS ABSOLUTE. Each Lease is a net lease and Lessee's obligations to pay Rent in full when due are absolute and unconditional and shall not be subject to any abatement, reduction, set off, counterclaim, recoupment, defense or other right which Lessee may have or assert against Lessor, the supplier of the Equipment or any other person or entity.
- 5. DELIVERY AND INSTALLATION. Lessee will select the Equipment to meet its specifications and, in reliance thereon, Lessor will order such Equipment from the supplier(s) specified by Lessee or, if Lessee has previously entered into a purchase order or supply contract, such purchase order or supply contract shall be deemed assigned to Lessor upon execution of the relevant Equipment Schedule. Upon delivery and acceptance by Lessea of the Equipment designated in an Equipment Schedule, Lessee will execute and deliver to Lessor a Delivery and Acceptance Certificate. Lessee shall make all delivery arrangements with each supplier and, at Lessee's expense, will pay eli transportation, packing, taxes, duties, installation, testing and other charges in connection with the delivery, installation and acceptance of the Equipment. Lessor shall have no flability to Lessee for delivery delays or failure of the supplier to deliver goods meeting the purchase order specifications. Lessee is hereby authorized to act as Lessor's egent in inspecting, accepting and rejecting delivery of Equipment, provided that all claims asserted by any supplier by reason of Lessee's rejection of any goods shall be Lassee's sole responsibility to defend, resolve and pay
- ssee's application for the 6. DISCLAIMER OF WARRANTIES. Lessee acknowledges that the date of such approval terest rate swaps ("Swaps e term of such Lesse made by any manufacturer or supplier. No representation or promise made by any manufacturer or supplier of the Equipment will be deemed made by or binding upon Lessor LESSOR MAKES NO All Points solution, Inc. dba 3i International Master Equipment Lease Agreement Office Products V13 01012812

EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT. INCLUDING BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; THE DESIGN OR CONDITION OF THE EQUIPMENT; THE QUALITY, CAPACITY OR SUITABILITY OF THE EQUIPMENT; COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; PATENT OR COPYRIGHT INFRINGEMENT; OR LATENT DEFECTS, IT BEING AGREED THAT THE EQUIPMENT IS LEASED "AS IS" AND THAT ALL SUCH RISKS, AS BETWEEN LESSOR AND LESSEE, ARE TO BE BORNE BY LESSEE AT ITS SOLE RISK AND EXPENSE. Lessor will have no liability to Lessee or third parties for any direct, indirect, soecial or consequential damages of any kind or nature arising out of this Master Lease, any Lease, or in connection with the Equipment

- 7. ASSIGNMENT OF WARRANTY RIGHTS. Lessor hereby assigns to Lessee, for the Lease Term, any manufacturer's and/or supplier's warranties with respect to the Equipment and, provided no Default has occurred and remains uncured, Lessee is hereby authorized to enforce such warranties, in its name, at Lessee's sole expense.
- 8. TITLE. Title to the Equipment shall remain solely with Lessor. No right, title or interest in or to the Equipment shall pass to Lessee other than the right to possess and use the Equipment for the Lease Tarm and such transfer is conditioned upon Lessae's compliance with the terms and conditions of the Legse. Lessee, at its expense, will defend Lessor's title to the Equipment and will keep the Equipment free from all claims, liens, encumbrances and legal processes of Lessee's creditors and other parties, except for those claims created by or through Lessor. At Lessor's request, Lessee shall affix Identification plates or markings to the Equipment clearly Indicating Lessor's ownership. If any Lease is deemed to be a lease intended for security, to secure Lessee's obligations under such Lease and under all other indebtedness at any time owing by Lessea to Lessor, Lessee grants to Lessor a first priority security interest in the Equipment subject to such Lease and any and all proceeds from the use, rental or sale of such Equipment LESSEE IRREVOCABLY AUTHORIZES LESSOR TO FILE A COPY OF THIS LEASE AND/OR ANY OTHER DOCUMENT AS A FINANCING STATEMENT AND APPOINT LESSOR OR ITS DESIGNEE AS LESSEE'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON LESSEE'S BEHALF, IF REQUIRED, SUCH FINANCING STATEMENTS COVERING THE EQUIPMENT AS LESSOR MAY DEEM NECESSARY AND REIMBURSE LESSOR FOR COST OF SUCH FILINGS AND LIEN SEARCHES
- 9. PERSONAL PROPERTY. All items of Equipment shell at all times be and remain personal property notwithstanding that any such Equipment may now or hereafter be affixed to realty. Lessee, at its expense, shall obtain all such waivers as Lessor may reasonably require to essure Lessor's title and interest in, access to and right to remove the Equipment.
- 10. USE, LOCATION AND INSPECTION OF EQUIPMENT So long as Lessee is not in Default under tha Lesse, Lessee shall be entitled to possess and use the Equipment for its business purposes in conformity with all applicable laws, ordinances, regulations, the requirements of all applicable insurance policies and of any applicable manufacturer's or supplier's warranties. Lessee shall bear all costs in connection with the operation and maintenance of the Equipment. The Equipment shall be delivered, at Lessee's direction and responsibility, to the location specified in the Equipment Schedule and shall not thereafter be removed from such location without the advance written consent of Lessor. Lessor shall have the right from time to time during Lessee's normal business hours to enter upon Lessee's premises or elsewhere for the purpose of confirming the axistence, condition or proper maintenance of the Equipment. Lesses shall not except with Lessor's prior written consent, part with possession or control of the Equipment or dispose of or encumber any interest in the Equipment or under the Lesses.
- 11. TAXES AND FEES. Lessee will pay all excise taxes, sales and use taxes, personal property taxes, and all other taxes and charges which may be imposed by any governmental entity during the term of this

Lease, ansing from the use, acquisition, ownership or leasing of the Equipment, whether due before or after termination of the Lease. Lessee will reimburse Lessor for all administrative costs associated with the preparation, filing, payment, and other costs necessary to properly administer taxes associated with the Equipment. Where required by law, Lessor will file the personal property tax returns with respect to the Equipment, and Lessee shall pay Lessor in advance, and of the time(s) Lessor requires, the taxes that Lessor anticipates will be due during the

- 12. RISK OF LOSS. Lessee is responsible for any loss, theft or destruction of, or damage to the Equipment (collectively "Loes") from any cause at all, whether or not insured, until it is delivered to Lessor at the end of this Lesse. Lessee is required to make all Rent Payments even if there is a Loss. Lessee must notify Lessor in writing immediately of any Loss. Then, at Lessor's option, Lessee will either (a) rapair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, (b) replace such Equipment with like equipment in good repair, condition and working order acceptable to Lessor, with clear title to such replacement equipment vested in Lessor, or (c) pay Lessor the amounts specified in Section 19 below.
- 13. MAINTENANCE, REPAIRS AND ALTERATIONS. Lessee shall, at its expense, keep all of the Equipment in good repair, condition and working order and shall furnish all required parts and servicing so that the value and condition of the Equipment will be maintained and preserved, reasonable wear and tear excepted. Lessee shall not, without the written approval of Lessor, make any alterations or modifications to the Equipment except for upgrades that do not impair the value, utility or marketability of the Equipment. All such alterations, modifications or upgrades will become part of the Equipment and Lessor's property, without charge, free of any liens or encumbrances. Lessee shall keep software that is part of any Equipment current with all updates, revisions, upgrades and maintenance fixes, whether obtained from the supplier, licansor or any other source.
- 14. INSURANCE. Lessee shall provide and maintain at its expense (a) property insurance against the loss, theft or destruction of, or damage to the Equipment for its full replacement value, naming Lessor as loss bayes, and (b) public liability insurance in a minimum amount of one million dollars and third party property insurance, in each instance naming Lessor as an additional Insured. Lessee shall provide to Lessor certificates or other evidence of such insurance when requested. Such Insurance will be in a form, amount (including the minimum amount for public liability insurance stated above) and with companies acceptable to Lessor, and will provide that Lessor will be given 30 days advance notice of any cancellation or material change of such insurance. Lessor reserves the right to reject Lessee's insurance carrier for reasonable Causa. IF LESSEE DOES NOT GIVE LESSOR EVIDENCE OF INSURANCE ACCEPTABLE TO LESSOR, LESSOR HAS THE RIGHT. BUT NOT THE OBLIGATION, TO OBTAIN INSURANCE COVERING LESSOR'S INTEREST IN THE EQUIPMENT FOR THE TERM OF THIS LEASE INCLUDING ANY RENEWAL OR EXTENSIONS. LESSOR MAY AOD THE COSTS OF ACQUIRING AND MAINTAINING SUCH INSURANCE AND LESSOR'S FEES FOR LESSOR'S SERVICES IN PLACING AND MAINTAINING SUCH INSURANCE (COLLECTIVELY. "INSURANCE CHARGE"), ON WHICH LESSOR MAY EARN A PROFIT, TO THE AMOUNTS DUE FROM LESSEE UNDER THIS Such insurance may duplicate coverage provided under Lessee's existing policy. Lessee will pay the insurance Charge in equal installments allocated to the remaining Rent payments. Nothing in this Lease will create an insurance relationship of any type between Lessor and any other person. Lessee acknowledges that Lessor is not required to secure or meintain any insurance, and Lessor will not be liable to Lessee If Lessor terminates any insurance covarage that Lessor arranges. Lessee hereby appoints Lessor as Lessee's attorney-in-fect to make claims for, receive payment of, and execute and endorse all documents, checks, or drafts issued with respect to any Loss under any insurance policy relating to the Equipment
- 15. RETURN OF EQUIPMENT; RESTOCKING FEE. Upon expiration, cancelletion or termination of the Lease Term, or upon Lessor's demand after a Default, ail, but not less than all, of the Equipment shall be immediately returned to Lessor as provided herein unless (a) Lessor has exercised a purchase option provided hereunder or (b) Lessor has

requested that Lessee provide temporary on-site storage, after which the Equipment shall be returned to Lessor. In making such return, Lessee shall deliver the Equipment to such place or places within the continental United States as Lessor may designate in writing. All costs and expenses of the return shall be borne by Lessee, including without limitation, the costs of removing, dismantling, assembling, packing, insuring al full value, transporting and unloading of the Equipment, Lessor reserves the right to charge Lessee a restocking fee equal to two (2) Rent payments. All such returned Equipment shall be in good condition and the state of repair required by Section 10 herein, ordinary wear and tear excepted, and upon Lessor's request, Lessee will provide Lessor with a certification from the manufacturer or its authorized representative as to the Equipment's condition. To the extent that any portion of the Equipment consists of software or other licensed products. Lessee will return all tangible items of software and destroy all intangible items of software, certify in writing to Lessor that Lessee has complied with the above requirements, has not retained such software in any form and will not use the software after termination. Lessee acknowledges that it is Lessee's sole duty to remove all sensitive or confidential data stored within the Equipment prior to returning it.

16. PURCHASE AND RENEWAL OPTIONS. If no Default exists under a Lease Lessee will have the option at the end of the Lease Term or any Renewal Term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown on the front of the Equipment Schedule, plus any applicable taxes. Unless the Purchase Option price is \$1.00, Lessee must give Lessor at least 90 days written notice before the end of the initial Lease Term that Lessee will purchase the Equipment or that Lessee will return the Equipment to Lessor. If Lessee does not give Lessor such written notice or if Lessee does not purchase or deliver the Equipment in accordance with the terms and conditions of the Lease, the Lease will automatically renew on a monthly basis until Lessee provides such notice and delivers the Equipment to Lessor. During such renewal(s) the Rent payment will remain the same. Lessor may cancel an automatic renewal term by sending Lessee written notice 30 days prior to such renewal term. If the Fair Market Value Purchase Option has been selected, Lessor will use its reasonable judgment to determine the Equipment's in use and in place fair market value. If Lessee does not agree with Lessor's determination of the Equipment's fair market value, the fair market value (in use and in place) will be determined at Lessee's expense by an independent appraiser selected by Lessor. Upon payment of the Purchase Option price, plus applicable laxes, Lessor shall transfer its interest in the Equipment to Lessee "AS IS, WHERE IS" without any representation or warranty whatsoever and this Lease will terminate. With respect to items of Equipment consisting of software, Lessee's right to continue use such software will be subject to the applicable license agreement.

17. INDEMNIFICATION. Lessee assumes liability for and agrees at its own expense to indemnify, hold harmless and defend Lessor and any assignee, and their respective employees and agents (each an "Indemnitee"), from and against any and all claims, liabilities, losses, damages, and expenses (including attorneys' fees and legal expenses and Lessor's internal administration costs) of every kind or nature arising out of or in connection with: (a) the Lease, including but not limited to, any breach of a representation or warranty, a Default (as defined hereinafter) and/or proceeding in bankruptcy with respect thereto; (b) the ordering, purchase, delivery, installation, ownership, selection, possession, leasing, operation, use, maintenance, transportation and return of the Equipment (including latent and other defects, whether or not discoverable by Lessee or Lessor); (c) any claims based on strict tort liability or warranty and any claim for patent, trademark or copyright infringement, (d) any claim relating to any interruptions of service, loss of business or consequential damages, and (e) any data Lessee has stored within the Equipment (collectively, "Claims"). Lessee shall not be required to indemnify an indemnifee against Claims to the extent such Claims result directly from the actual, but not imputed, gross negligence or willful miscanduct of such indemnilee. Lessee shall, at its own cost and expense, defend any and all Claims which may be brought against any Indemnitee, either alone or in conjunction with others upon any such liability or claims and shall salisfy, pay and discharge any and all judgments and fines that may be recovered against any Indemnitee in any such action or actions. If the Purchase Option shown on the front of any Equipment Schedule to this Lease is other than a nominal purchase option, then Lessee

acknowledges that Rental Payments are calculated on the assumption that Lessor will realize certain income tax benefits under state and federal law as the owner of the Equipment and the Lessor under this Lease. As used herein a "Tax Benefit Loss" shall mean (1) the Lessor's loss of or loss of the right to claim or recapture all of or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment or (2) taxes incurred by Lessor as a result of the inclusion in Lessor's income for federal or state income tax purposes of any amount other than Rental Payments hereunder due to any modification of the Equipment, other action or failure to act by Lessee. If Lessor suffers a Tax Benefit Lass for any reason other than (i) Lessor's sale of the Equipment other than due to a Default, (ii) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or failure to claim such tax benefits in a timely manner or (iii) a change in tax law (including a change in tax rates) that becomes effective after the date of this Lease, then Lessee shall pay to Lessor a lump sum emount that, after the payment of all federal, state and local taxes and using the same assumptions as to tax benefits and other matters Lessor used in originally calculating the Rental Payments will, in Lessor's reasonable opinion, maintain Lessor's net after-tax rate of return and cash flows with respect to this Lease as they would have been enjoyed if such Tax Benefits Lass had not occurred. Lessor will notify Lessee of any claim that may give rise to indemnification under this paragraph but will be under no obligation to contest any such claim. in any event, Lessor shall control all aspects of any settlement and contest and, whether such contest is successful or not. Lessee shall promptly pay all legal fees and other out-of-pocket expenses incurred by Lessor in defending such claim. For purposes of this paragraph, the term "Lessor" includes any member of an affiliated group which Lessor is or may become a membar of in the event that consolidated tax returns are filed for such affiliated group for federal income tax purposes. The Indemnification provisions of this Section 17 shall continue in full force and effect notwithstanding the expiration or other termination of this Master Lease or any Lease.

18. EVENTS OF DEFAULT. Each of the following is a "Default" under this Lease: (a) Lessee fails to pay any Rent payment or any other payment within 10 days of its due date; (b) Lessee fails to perform any of its other obligations under this Lease or in any other agreement now existing or hereafter made with Lessor or with any of Lessor's affiliates and such failure continues for 10 days after Lessor notifies Lessee of it (c) Lessee becomes insolvent or is dissolved, or Lessee assigns its assets for the benefit of its creditors, or enters (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; (d) any guaranter of this Lease ("Guarantor") dies, does not perform its obligations under the guaranty or any other agreement, now existing or hereafter made with Lessor, or becomes subject to one of the events listed in clause (b) or (c) above: (e) Lessee or any Guarantor consolidates with, merges with or into, or conveys or leases all or a substantial part of its assets to any person or engages in any other form of reorganization, or there is a change in the legal structure of Lessee or any Guarantor, in each case which results, in the sole opinion of Lessor, in a material adverse change in Lessee's or such Guarantor's ability to perform its obligations under the Lease or any Guaranty, respectively, or there is otherwise a change in control of Lessee or any Guarantor; (f) Lessee or Guarantor makes or gives any false or misleading representations or warrantles at anytime or in any manner in connection with the Lease; (g) Lessee or any Guarantor shall be in default under any obligation for the payment of borrowed money or the deferred purchase price of, or for the payment of any rent due with respect to, any real or personal property. A Default with respect to any Equipment Schedule shall constitute a Default for all Equipment Schedules and all other agreements with Lessor and its affiliates.

19. REMEDIES. If a Default occurs, Lessor may do one or more of the following: (a) Lessor may cancel or terminate this Lease or any or all other agreements that Lessor has entered into with Lessee; (b) Lessor may require Lessee to immediately pey Lessor, as compensation for loss of Lessor's bargain end not as a penalty, a sum equal to (i) all unpaid Rent payments for the remainder of the term plus Lessor's anticipated residual interest in the Equipment, if applicable, discounted to present value at a simple interest rate per annum equal to the the discount rate of the Federal Reserve Bank of New York on the Commencement Date of the Lease, plus (ii) all other amounts due or

that become due under this Lease; (c) Lessor may require Lessee to deliver the Equipment to Less or as set forth herein and terminate use of any software component of the Equipment; (d) Lessor or its agent may peacefully repossess the Equipment without court order and Lossee will not make any claims against Lessor for damages or trespess or any other reason; and (e) remedy such Default, including making repairs or modifications to the Equipment, for the account and expense of Lessee, and Lessee agrees to reimburse Lessor for all of Lessor's costs and expenses; (f) apply any deposit or other cash collateral or sale or remarketing proceeds of the Equipment at any time to reduce any amounts due to Lessor, and (g) exercise any other right or remedy which may be available to Lessor under applicable law. Notice of Lessor's intention to accelerate notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor, or any other notice whatsoever are hereby waived by Lessae and any Guarantor. interest on all unpaid balances more than thirty days past due shall accrue at the lesser of 1.5% per month, or the maximum rate allowed by taw, until paid in full. The exercise of any of the foregoing remedies by Lessor will not constitute a termination or cancellation of the Lease unless Lessor so notifies Lessee in writing. At any sale of the Equipment pursuant to this Section 19, Lessor may bid for the Equipment. Notice required, if any, of any sale or other disposition hereunder by Lessor shall be satisfied by the mailing of such notice to Lessee at least ten (10) days prior to such sale or other disposition. In the event Lessor takes possession and disposes of the Equipment, the

any such disposition shall be applied in the following order: (i) to all of Lessor's costs, charges and expenses incurred in taking, removing, holding, repairing and selling or leasing the Equipment and/or otherwise enforcing Lessor's rights hereunder. (ii) to the extent not previously paid by Lessee, to pay Lessor for any amounts then remaining unpeld under the Lease: (iii) to reimburse Lessee for any sums previously paid by Lessee as damages hereunder; and (iv) the balance, if any, shall be retained by Lessor Lessea will remain liable for any amounts that remain due after Lessor has applied such net proceeds. Termination of a Lease under this Section 19 shall not affect Lessee's duty to perform Lessee's obligations under such Lease to Lessor in full. Lessee agrees to reimburse Lessor on demand for any and all costs and expenses incurred by Lessor in enforcing its rights and remedies hereunder following the occurrence of a Default, including, without limitation, reasonable attorney's fees, the costs of repossession, storage, insuring, re-letting, seiling and disposing of any and all Equipment, all prejudgment and post-judgment actions taken by Lessor and all actions taken by Lessor in any bankruptcy proceeding involving the Lessee, the Equipment and/or any Guarantor and Lessor's internal administration Lessor's remedies under the Lease shall not be deomed exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available at law or equity. Weiver of any default or breach of the Lease shall not be construed as a waiver of subsequent or continuing defaults or breaches

- 20. LESSEE'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Lessee hereby represents, warrants and covenants to Lessor that with respect to this Master Lesse and each Equipment Schedule executed hereunder:
- (a) If Lessee is a corporation, partnership or other business entity, Lessee (i) is duly organized, validly existing and in good standing under the laws of its state of organization, (ii) is qualified to do business in every jurisdiction in which such qualification is necessary and where the Equipment is located, (iii) has the power and authority to own its properties and carry on its business as now being conducted and to execute and perform this Master Lease and each Lease, and (iv) has duly authorized the execution, delivery and performance of this Master Lease and each Lease;
- (b) No approval is required from any regulatory body, board, authority or commission, nor from any other administrative or governmental agency with respect to the execution and performance of this Master Lease or any Lease, or if required, such approval has been obtained;
- (c) This Master Lease and each Lease constitutes the legal, valid and binding obligation of Lessee, anforceable in accordance with its terms, and the execution, delivery and performance hereof by Lessee will not violate any provision of any law, any order of any court or of any other

agency of government, or any indenture, agreement or other instrument to which Lessee or any Guarantor is a party, or by or under which Lessee or any Guarantor is bound, or be in conflict with, result in a breach of, or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument:

- (d) All balance sheets, statements of profit and loss and other financial data that have been delivered to Lessor with respect to Lessee or any Guarantor (i) are complete and correct in all material respects, (ii) accurately present the financial condition of Lessee and such Guarantor as of the date, and the results of its operations for the periods for which, the same have been furnished, and (iii) have been prepared in accordance with generally accepted accounting principles consistently followed throughout the periods covered thereby, all balance sheets disclose all known liabilities, direct and contingent, as of their respective dates; and there has been no change in the condition of Lessee or any Guarantor, financial or otherwise, since the date of the most recent financial statements delivered to Lessor with respect to Lessee and such Guarantor, other than changes in the ordinary course of business, none of which changes has been materially adverse;
- (e) No mortgage, deed of trust or other lien of any nature whatsoever which now covers or affects, or which may hereafter cover or affect, any property or interest therein of the Lessee, now attaches or hereafter will attach to the Equipment or in any manner affects or will affect adversely Lessor's right, title and interest therein;
- (f) There are no suits or proceedings pending, or to the knowledge of Lessee, threatened, in any court or before any regulatory commission, board or other administrative governmental agency against or affecting Lessee or any Guarantor, which will have a material adverse effect on the financial condition or business of Lessee or such Guarantor;
- (g) All information concarning the financial condition and business operation of Lessee submitted to Lessor pursuant to this Master Lesse or any Equipment Schedule shall be true and correct;
- (h) Lessee will furnish Lessor (a) within one hundred twenty (120) days after the end of each fiscal year, a copy of Lessee's financial statements for such fiscal year prepared by an independent certified public accountant end (b) within forty-five (45) days after the end of each fiscal quarter, the internal financial statements of Lessee as at the end of such fiscal period, including a balance sheet and income statement, all prepared in accordance with generally accepted accounting principles consistently applied, unaudited but certified to be true and accurate, subject to normal year-end adjustments, by Lessee's principal executive officer or its principal financial officer. In addition, Lessee shall promptly inform Lesser of any Default (as defined herein) or any evants or changes in the financial condition of the Lessee which may result in a material edverse change in Lessee's financial condition; and
- (i) Lessee will not change its state of incorporation or organization or its name as it appears in official fillings in the state of its incorporation or organization without giving Lessor at least 10 days prior notice
- 21. ASSIGNMENT. LESSEE MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR ITS INTEREST IN THIS LEASE. Less or may, without notifying Lessee, sell, assign, or transfer this Lease and Lessor's rights to the Equipment. Lessee agrees that the new owner will have the same rights and benefits that Lessor has now under this Lease but not Lessor's obligations. The rights of the new owner will not be subject to any claim, defense or sat-off that Lessee may have against Lessor. Upon request, Lessee will acknowledge in writing its receipt of notice of any such assignment.
- 22. SEVERABILITY. Any provision of this Master Lasse or any Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition and unenforceable without invalidating the remaining provisions hereof. To the extent permitted by applicable law, Lessee hereby walves any provision of law that prohibits or renders unenforceable any provisions hereof in any respect.
- 23. NOTICES. All notices, reports, demands and other documents provided for herein shall be deemed to have been given or made when

sent by first class certified mail, return receipt requested or delivered by a nationally-recognized overnight courier, addressed to Lessor or Lessec at their respective addresses set forth in the heading to this Master Lease or such other addresses as either of the parties hereto may designate its writing to the other from time to time for such purpose,

AMENDMENTS: WAIVERS; FAX MISCELLANEOUS. This Master Lease and the Equipment Schedules executed by Lessor and Lessee constitute the entire agreement between Lessor and Lessee with respect to the Equipment. No term or provision of any Lease may be changed, waived amended or terminated except by a written agreement signed by both Lessor and Lessee, except that Lessor may insert certain information in the Equipment Schedules to conform to facts indicated in the applicable Delivery & Acceptance Certificates, including complete descriptions of Equipment, serial numbers and costs and consequential adjustments to the Rent, and to correct obvious mistakes. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of interest permitted to be charged or collected under applicable law, and any such excess payment will be applied to Rent payments in inverse order of maturity, and any remaining amounts will be refunded to Lessee. If more than one Lessee has signed the Lease, each of the Lessees shall be jointly and severally liable for performing all of the obligations and duties under the Lease. A fax version of Lessee's signature on the Lease shall be binding upon Lessee as if onginally signed; however, the Lease shall be binding upon Lessor when signed by Lessor. Lessor and Lessee agree that the version of the Lease with the Lessor's original signature shall constitute the original authoritative version

25. UCC ARTICLE 2A; GOVERNING LAW, WAIVERS AND JURISDICTION. Each Lease shall be governed by and interpreted under the internal laws of the State of New Jersey. If Article 2A of the UCC is applicable to the Lease, the Lease will be considered a "finance lease" as that term is defined therein. Lessee acknowledges that Lessee either has a) reviewed approved and received a copy of the supply contract or purchase order or b) received from Lessor the identity of the supplier, been informed that Lessee has certain rights under the supplier for a description of those rights. Lessee waives all rights and remedies under UCC Section 2A-508 through 2A-522, including, but not limited to (1) any right to repudiate or

Ine heading to this Master Lease.

cancel the Lease; (2) any right to reject tender of the Equipment or to revoke acceptance of the Equipment; (3) any right to recover damages for any breach of warranty; and (4) any right to deduct damages resulting from Lessor's default from any amount owing under the Lease. Lessee agrees that if there is a conflict between the Lease and any provision under Article 2A of the UCC Code, the terms of the Lease shall prevail

IF THE LESSOR OR ITS ASSIGNEE SHALL COMMENCE ANY JUDICIAL PROCEEDING IN RELATION TO ANY MATTER ARISING UNDER A LEASE, LESSEE IRREVOCABLY AGREES THAT ANY SUCH MATTER MAY BE ADJUDGED OR DETERMINED IN ANY COURT OR COURTS IN THE STATE OF LESSOR'S OR ITS ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS, OR ANY COURT OR COURTS IN THE LESSEE'S STATE OF RESIDENCE, OR IN ANY OTHER COURT HAVING JURISDICTION OVER THE LESSEE OR THE LESSEE'S ASSETS, ALL AT THE SOLE DISCRETION OF THE LESSOR. LESSEE HEREBY IRREVOCABLY SUBMITS GENERALLY UNCONDITIONALLY TO THE JURISDICTION OF ANY SUCH COURT SO ELECTED BY LESSOR IN RELATION TO SUCH MATTERS. FURTHER, IN ANY LITIGATION ARISING UNDER ANY LEASE, LESSEE VOLUNTARILY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. For security purposes and to help the government fight terrorism and money laundering activities. Federal law requires all financial institutions to obtain verify, and record information that identifies each individual or commercial entity that enters into a customer relationship with the financial institution. For this reason, Lessor may request the following identifying information: name, address, date of birth. Lessor may also ask other questions or request other documents meant to verify Lessee's individual or commercial

26. PARTIES. The provisions of this Master Lease shall be binding upon, and inure to the benefit of, the assigns, representatives and successors of the Lessor and Lessee.

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3i International	A	Neighbors Health Systemine
By: Phore	Mortin	_ ву:
Print Name:	Attorney in Fact	Print Name: 7 JOHN Villar
Print Title:	Snaron Martin	Print Title: OF
Date:	Team Leader	Date:

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Master Lease to be duly executed, as of the date indicated in

AMENDMENT TO MASTER EQUIPMENT LEASE AGREEMENT

Master Equipment Lease Agreement Number: 41261960 Dated: September 14, 2015

This Amendment to Master Equipment Lease Agreement number 41261960 (the "Amendment") is effective as of November 6, 2015 and is made part of that Master Equipment Lease Agreement (the "MELA") by and between a All Points Solution, Inc. dba 3i International as "Lessor" and Neighbors Health System, Inc. as "Lessee".

Each capitalized term used but not defined in this Amendment will have the meaning given to it in the MELA. In the event of any conflict among the terms of this Amendment and the terms of the MELA, the terms of this Amendment will control and prevail.

PRELIMINARY STATEMENTS

WHEREAS, Lessor and Lessee have executed the MELA on or about September 14, 2015, with the understanding that various wholly-owned subsidiaries of Lessee would subsequently enter into equipment schedules for certain office equipment and any related parts and accessories thereto (the "Equipment"); and

WHEREAS, on or about November 5, 2015, Lessee filed a Certificate of Amendment with the Secretary of State of Texas, by which Lessee changed its legal entity name from Neighbors Health System, Inc. to Neighbors Legacy Holdings, Inc.; and

WHEREAS, on or about November 6, 2015 Neighbors Legacy Holdings, Inc. subsequently formed Neighbors Health System, LLC, a wholly-owned subsidiary; and

WHEREAS, the parties wish to add Neighbors Health System, LLC as a lessee to the MELA and all related and subsequent Schedules thereto; and

WHEREAS, the parties desire to amend the MELA to reflect the appropriate lessees thereto.

NOW THEREFORE, in consideration of the promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties amend the MELA as follows:

- 1. As of November 6, 2015, "Neighbors Health System, Inc." is hereby changed to "Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc."
- 2. As of November 6, 2015, "Neighbors Health System, LLC" is hereby added to the MELA as a Co-Lessee.
- 3. All other terms and conditions in the MELA shall remain in full force and effect,

IN WITNESS WHEREOF, the parties have executed this Amendment as of November 6, 2015.

Less	1/20	MI	0	
Authorized S		Rapillo	\mathcal{D}	
Print Name a	nd Title	ount.Man	ager	
NEIGHBORS		1	1	
Co-Lesses (A	J	
X		Account with the second		****
X Authorized S	griature	100		

HEALTH SYS			S, INC. PAA NE	GNDUKS
Lessee X		松).	
Authorized S	ignahure -	UX		namenta and principle of a Constability of the Asset
Print Name a	and Title	IN	Dacken/	0.00

SUBSESS FOR ANY WALKERSON BUT FILE MERCHANDE

SECRETARY'S CERTIFICATE

SECRETARY'S CERTIFICATE RELATING TO INCUMBENCY AND CORPORATE RESOLUTIONS

The	undersigned, DWAYM	2sh tatel	Secretary of
Nei	ahbors GP, LLC a Texas limite	d liability company (the "Con	pany") hereby certifies as follows:
1.	I am the duly elected, quali Company's records and minut	fied and acting Secretary es.	of the Company and have the custody of the
2.	The following named individua (b) currently hold such office a their names.	ils; (a) have been properly el at this time; and (c) have pro	ected or appointed to the offices indicated below vided the specimen signatures appearing beside
	men names.		
	Name	Title	Specimen Signature
Seti	ıl Patel	Director	
Joh	1 Decker	Director	
	as of the date of this Certificate	2 -	
	(including those listed on E to time enter into a Master International ("3i"), includin equipment (collectively, the collectively as "Leases"); at RESOLVED, that the Combehalf of the limited partner RESOLVED, that Setul Pat are duly authorized to sign of the Company; and RESOLVED, that 3t is aut principal place of business.	xhibit A hereto, and others to Equipment Lease Agreemed one or more Equipment Lease Agreemed one or more Equipment Lease Agreemed on the American Agreement and the second of the American Agreements and the second of the American Agreement of written notice of any change of written notice of any change of the American Agreement of the American Agreement of the American Agreement American Agreement of the Agreement of the American Agreement of the Agreement o	
	(including those listed on E to time enter into a Master International ("3i"), includin equipment (collectively, the collectively as "Leases"); a RESOLVED, that the Combehalf of the limited partner RESOLVED, that Setul Pat are duly authorized to sign of the Company; and RESOLVED, that 3i is aut principal place of business am one of the duly authorized aused this pertificate to be expressed.	xhibit A hereto, and others to Equipment Lease Agreemed one or more Equipment Lease Agreemed one or more Equipment Lease Agreemed on the Equipment Lease Agreement and pany (through its duly authorships; and believe agreements and the transfer of written notice of any changed of officers of the Company	hat may be formed subsequently), may from time of ("MELA") with All Points Solution, Inc. dba 3 lease Schedules ("Schedules") thereto for officing referred to herein individually as a "Lease" and rized Directors/Officers) shall sign the Leases of itles and specimen signatures are set forth above other documents related to the Leases on behalf solutions set forth above until receipt by it at it ge therein. That make certificates on its behalf and I have a Company to be placed on this certificate this

Exhibit A to Secretary's Certificate

- 1. NEC Hartingen Emergency Center, LPs
- 2. NEC Kingwood Emergency Center, LP
- 3. NEC Lakeline Emergency Center, LP
- 4. NEC Midland Emergency Center, LP
- 5. NEC Mueller Emergency Center, LP A
- 6. NEC Odessa Emergency Center, LP
- 7. NEC Orange Emergency Center, LP
- 8. NEC Pasadena Emergency Center, LP *
- 9. NEC Pearland Emergency Center, LP
- 10. NEC Port Arthur Emergency Center, LP N
- 11. NEC Texas City Emergency Center, LP
- 12. NEC Tyler Emergency Center, LP
- 13. NEC Yorktown Emergency Center, LP
- 14. NEC Zaragoza Emergency Center, 'LP
- 15. Neighbors Physician Group, PLLC
- 16. Neighbors Practice Management, LLC
- 17. NEC Baytown Emergency Center, LP '
- 18. NEC Beaumont Emergency Center, LP
- 19. NEC Bellaire Emergency Center, LP
- 20, NEC Crosby Emergency Center, LP
- 21. NEC Eastside Emergency Center, LP

		SECRETARY'S CERTIFICATE RE INCUMBENCY AND CORPORATE F	
Th	e undersigned,	DHARMESIA PATICL	Secretary of
Ne	ighbors Legacy Hold	ings, Inc. a Texas corporation (the "Corporat	ion") hereby certifies as follows:
1.	I am the duly elec	sted, qualified and acting Secretary of the	Corporation and have the custody of the
2.	The following name below as of Nover	minutes and corporate seal. d individuals: (a) have been properly electe nber 6, 2015; (b) currently hold such offic s appearing beside their names.	ed to the effice of the Corporation indicated
2.	The following name below as of Nover	minutes and corporate seal. ed individuals: (a) have been properly electe nber 6, 2015; (b) currently hold such offic	ed to the effice of the Corporation indicated
	The following name below as of Nover specimen signature	minute's and corporate seal. d individuals: (a) have been properly electe nber 6, 2015; (b) currently hold such offic s appearing beside their names.	ed to the effice of the Corporation indicated at this time; and (c) have provided the

RESOLVED, that the Corporation is permitted to enter into a Master Equipment Lease Agreement ("MELA") together with Neighbors Health System, LLC (the "LLC") as lessee, and with All Points Solution, Inc. dba 3i International ("3i") as lessor, including Equipment Lease Schedules ("Schedules") thereto from time to time for office equipment (collectively, the MELA and each Schedule are referred to herein individually as a "Lease" and collectively as "Leases"); and

RESOLVED, that certain wholly-owned subsidiaries of the Corporation which act as operating entities (including those listed on Exhibit A hereto, and others that may be formed subsequently), shall also enter into the Leases as Co-Lessees; and

RESOLVED, that the Corporation, the LLC, and any such Co-Lessee shall be jointly and severally liable for the obligations under the Leases; and

RESOLVED, that Setul Patel and John Decker, President and CEO and CFO, respectively, are duly authorized to sign and deliver agreements and other documents related to the Leases on behalf of the Corporation; and

RESOLVED, that 3i is authorized to rely upon the resolutions set forth above until receipt by it at its principal place of business of written notice of any change therein.

4.	I am one of the duly authorized officers of the Corporation that make certificates on its behalf and I have
	caused this certificate to be executed and the seal of the Corporation to be placed on this certificate this
	and the second s

(Corporate Seal)

Exhibit A to Secretary's Certificate

- 1. NEC Harlingen Emergency Center, LP
- 2. NEC Kingwood Emergency Center, LP
- 3. NEC Lakeline Emergency Center, LP
- 4. NEC Midland Emergency Center, LP
- 5. NEC Mueller Emergency Center, LP
- 6. NEC Odessa Emergency Center, LP
- 7. NEC Orange Emergency Center, LP
- 8. NEC Pasadena Emergency Center, LP
- 9. NEC Pearland Emergency Center, LP
- 10. NEC Port Arthur Emergency Center, LP
- 11. NEC Texas City Emergency Center, LP
- 12. NEC Tyler Emergency Center, LP
- 13. NEC Yorktown Emergency Center, LP
- 14. NEC Zaragoza Emergency Center, LP
- 15. Neighbors Physician Group, PLLC
- 16. Neighbors Practice Management, LLC
- 17. NEC Baytown Ernergency Center, LP
- 18. NEC Beaumont Emergency Center, LP
- 19. NEC Bellaire Emergency Center, LP
- 20. NEC Crosby Emergency Center, LP
- 21. NEC Eastside Emergency Center, LP

SECRETARY'S CER	₹T1F	CA	TE
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The undersigned,	DHARMESH	PATEL	Secretary of
Neighbors Health S	vstem, LLC a Texas limite	d llability company (the	"Company") hereby certifies as follows:
I am the duly e minutes and sea	ected, qualified and actin	g Secretary of the Con	npany and have the custody of its records,
below as of No	amed individuals: (a) have evember 6, 2015; (b) cur cures appearing beside the	rrantly hold such office	ed to the office of the Company indicated e at this time, and (c) have provided the
Nam	е	Title	Specimen Signature
Setul Patel		CEO	
JohnDecker		J.Fo	XIA-
3. The following re	solutions were duly adopt	ed by the Board of Dire	ectors of the Sompany and remain in effect
as of the date of RESOLVED, together with inc, dba 3i I from time to individually a RESOLVED, (including the into the Lease RESOLVED, liable for the	that the Company is pern Neighbors Legacy Holdin Iternational ("31") as less time for office equipment is a "Lease" and collective that certain wholly-owne is as Co-Lessees; and that the Company, the Cobligations under the Lease	igs, Inc. (the "Corporation, including Equipment (collectively, the MELA by as "Leases"); and disubsidiaries of the Ceto, and others that materials or subsidiaries and any success; and	ister Equipment Lease Agreement ("MELA" on") as lessee, and with All Points Solution in Lease Schedules ("Schedules") thereto and each Schedule are referred to herein Corporation which act as operating entities by be formed subsequently), shall also enter the Co-Lessees shall be jointly and severally
as of the date of RESOLVED, together with inc. dba 3i I from time to individually a RESOLVED, (including the into the Leas RESOLVED, liable for the of RESOLVED, deliver agree RESOLVED, principal plac	that the Company is perm Neighbors Legacy Holdin Iternational ("31") as less time for office equipment is a "Lease" and collective that certain wholly-ownesse listed on Exhibit A here is as Co-Lessees; and that the Company, the Cobligations under the Least that Setul Patel and Johnents and other document that 3i is authorized to recof business of written no	igs, Inc. (the "Corporation, including Equipmen (collectively, the MELA by as "Leases"); and disubsidiaries of the Ceto, and others that material orporation and any success; and in Decker, each a Directly upon the resolutionatice of any change there	on") as lessee, and with All Points Solution on Lease Schedules ("Schedules") thereto and each Schedule are referred to herein Corporation which act as operating entities by be formed subsequently), shall also enter the Co-Lessees shall be jointly and severally ector, are each duly authorized to sign and so no behalf of the Company; and has set forth above until receipt by it at its rein.
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Exhibit A to Secretary's Certificate

- 1. NEC Harlingen Emergency Center, LP
- 2. NEC Kingwood Emergency Center, LP
- 3. NEC Lakeline Emergency Center, LP
- 4. NEC Midland Emergency Center, LP
- 5. NEC Mueller Emergency Center, LP
- 6. NEC Odessa Emergency Center, LP
- 7. NEC Orange Emergency Center, LP
- 8. NEC Pasadena Emergency Center, LP
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- 15. Neighbors Physician Group, PLLC
- 16. Neighbors Practice Management, LLC
- 17. NEC Baytown Emergency Center, LP
- 18. NEC Beaumont Emergency Center, LP
- 19, NEC Bellaire Emergency Center, LP
- 20. NEC Crosby Emergency Center, LP
- 21. NEC Eastside Emergency Center, LP

EQUIPMENT SCHEDULE (Cost Per Copy)

To Master Equipment Lease Agreement

Please fax a signed copy to 1-866-329-8795

Master Equipment Lease Agreement Number: 41395501	 Dated: 7/15/2016	
Equipment Schedule Number: 41404494	Dated: 8/15/2016	_
Lessor: All Points Solution, dba 3i International		
Lessee: Neighbors Global Holdings, LLC		
Lessee Federal Tax ID Number: XX XXXXXX		
Co-Lessee: NEC Bellaire Emergency Center, LP		
Co-Lessee Federal Tax ID Number: ダメ メメメメメ		

This Equipment Schedule is entered into pursuant to the Master Equipment Lease Agreement identified above (the "Master Lease"). All of the terms and conditions of the Master Lease are incorporated herein and made a part hereof, along with any Supplemental Terms annexed to this Equipment Schedule. For the avoidance of doubt, the Co-Lessee referenced above hereby agrees with all of the terms and conditions of the Master Lease and is made a signatory thereon by signing this Equipment Schedule. This Equipment Schedule, any Supplemental Terms annexed hereto and the Master Lease as it relates to this Equipment Schedule are hereinafter collectively referred to as the "Lease." Lessor and Lessees hereby agree that the terms and conditions of this Equipment Schedule shall have priority and govern in the event of any conflicts with the terms and conditions of the Master Lease. Lessee and Co-Lessee (collectively referred to as "Lessee") shall be jointly and severally liable for all obligations under this Lease.

MAINTENANCE AND SUPPLIES: The charges established by the Lease include payment for the use of the designated equipment, and may also include accessories and maintenance (during normal business hours) pursuant to a separate arrangement between Lessee and the supplier of such accessories and maintenance. Paper must be separately purchased by Lessee. If necessary, the service and supply portion of the Lease may be assigned.

OVERAGES, COST ADJUSTMENTS, USAGE AND BILLING: Lessee agrees to comply with any billing procedures designated by Lessor, including notifying Lessor of the meter reading at the end of each month. At the end of the first year of the Lease and once each successive twelve month period, We may increase the Rent and the Overage copy Charge by a maximum of not greater than 15% of the existing charge. Lessee may not carry over any credits in any month in which Lessee makes fewer copies than the copy allowance per month.

EQUIPMENT AND LEASE INFORMATION:

SUPPLIER INFORMATION	Supplier Name ("SUPPLIER") ALL POINTS SOLUTION, INC dba 3i INTERNATIONAL Supplier Phone Number 832-494-1412		
	Street Address/City/State/Zip 10100 W. Sam Houston Pkwy S. Suite 340, Houston, TX 770	99	
EQUIPMENT	Equipment Description	Quantity Serial Number	
DESCRIPTION	See Attached Schedule A		
EQUIPMENT LOCATION	Street Address/City/County/State/Zip 5413 S. Rice Ave, Houston, TX 77081		
TERM AND PAYMENT SCHEDULE	Term in Months 63	RENTAL AMOUNT \$ 4,561.98 (plus applicable taxes) Rental Payment Period Is Monthly Unless Otherwise Indicated	
	Copy Allowance: B/W copy: N/A Color copy: N/A Scan: N/A Other: N/A	Overage Copy Charge: B/W copy: N/A Cofor copy: N/A Other: N/A	
	Meter Frequency: Monthly Quarterly		

[SIGNATURE PAGE FOLLOWS]

Neighbors Global Holdings, LLC NEC Bellaire Emergency Center, LP Lease#41404494

Schedule A

Product /D	Description	Quantity	Seria#	Location	Address
8947383	Lenovo CPU Mount for CPU	1		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
920-083070	Logitech Wireless Touch Keyboard K400 - Keyboard	2		NEC Be laire Emergency Center, LP	5413 S. Rite Ave, Houston, TX 77081
960-000764	Logitech HD Pro Webcam C920 - Web camera	2		NEC Bellaire Emergency Center, LP	5413 S. Pice Ave, Heuston, TX 77061
VSIBLET	ATEN VS1818T HDM! Over Single Cat 5 Splitter - Video/audio extender - 8 ports	2		rIEC Bellaire Emergency Center, LP	\$413 S, Rise Ave, Houston, TX 77081
VE812R	Aten HDMI Over Single Cat 5 Recaiver - 1 Output Device -	14		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
10BCOCLTUS	Lanovo - ThinkCentre M73Z AIC, 17-47905	3	M:03/0G2, MI06/JD64, M/03/0G7	NEC Bellaire Emergency Center, :P	5413 S. Rice Ave, Houston, TX 77011
5WS0D8C905	Lenevo - Tepseller ePac Prierity Support 4 years	3	A Transfer of the Control of	NEC Bellaire Emergency Center, LP	5418 S. Rice Ave, Houston, TX 77081
5'W/S0D81058	Lenovo - ePac Briste Warrenty 4 yrs Parts/Labor	3		NEC Bellaire Emergency Center, LP	5418 S. Rice Ave, Heusters, TX 77081
10HYD02AUS	Lenovo ThinkCentre M700 Tiny - Intel Core i5-6500T 2.56Hz, 8GB, 25GGB 550 HD	1	MEKBZGK9, MJOSZGNB	VEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
5'W\$0D81202	Eenovo - ePac Onsite Warranty 4 yrs Parts/Labor	2		NEC Bellaire Emergency Center, LP	5418 S. Rice Ave, Houston, TX 7708L
A3L980-05-0RG-S	Belkin Caté Patch Cable 5' - Orange	20		MEC Bellaire Emergency Center, LP	5423 5. Rike Ave. Houston, TX 77083
T5D-02375	Microsoft Office 2016 Herne & Business	2		NEC Bellaire Emergency Center, LP	541,3 S. Rike Ave, Houston, TX 77081
J1-RP12	12PC. U1 Rackshelf Pack	1		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Heuston, TX 77081
10AD002UUS	Lenovo - M93Z AlO touthscreen, IS-45988, W7P64, 4.038, 1x500G6 SATA NI	1	MJO2PFPR	NEC Bellaire Emergency Center, LP	1413 S. Rice Ave, Heuston, TX 77081
5WS0080906	ilenovo - TopSellier ePac Priority Support 4 years	1		NEC Bellair e Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77381
5NY50081058	Lenovo - ePac Creite Warranty 4 yrs Parts/Laber	1		NEC Beliaire Emergency Center, Lo	\$413 5. Rice Ave, Houston, TX 77381
M80-C3	VIZIO M 83" LED-LED TV-16:9	1		NSC Bellaire Emergency Center, 1P	5413 S. Rice Ave, Houston, TX 77083
M70-C3	VIZIO M: 70" 2150p LED-LCD TV - 16:9 - 4K UHDTV - 240 Hz	3		NEC Bellaire Emergency Center, LP	5413 S. Rite Ave, Houston, 7X 77081
E60v-D3	VIZ:O E 80° 1080p LED-LCD TV - 16:9	1		NEC Bellake Emergency Center, LP	5413 5, Nice Ave, Houston, TX 77080
E50-C2	VZ70 E 50" 1080p L5D-LCD "V - 36:9	1		NEC Bellaire Emergency Center, L?	5413 S. Rice Ave, Houston, TX 77081
E43-C2	VEZIO E e3" 1380p LED-LCD TV - 16:5	3		NEC Bellafre Emergency Center, L7	5418 S. Rice Ave, Houston, TX 77081
D43-C1	VIZIO D-Series 45° Class Pull-Array LED TV	1		NEC Tellaire Emergenty Center, LP	5413 S. Rice Ave. Houston, TX 77081
£40-C2	VIZIO E40-C2 - 40" - E Series LED TV - Smart TV - 1080p (FullHD)	1		NEC Bellaire Smergency Center, LP	5418 S, Rice Ave, Houston, TX 77082
A31990-01-PUR	Belkin Caté Patch Cable 1' - Purple	1		NSC Bellaire Emergency Center, LP	5413 S, Rice Ave, Houston, "X 77081
ACK-730UB-MRP	Adesso ACK-730PB-MRP 1U Rackmount Keyboard with Touchpad - USB - QWERTY + 104 Keys - Black	1		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
102003-6	Cable Malters Display Port to HDM: 61 Cab:e	6		NEC Bellaire Emergency Center, LP	\$413 5. Rice Ave, Houston, TX 77081.
10-FUX2-Z00-FOTS	Revolabs FLX2 Wireless Confrence Phone	1		NEC Bel'aire Emergency Center, EP	5413 S, Rice Ave, Houston, TX 77081
5RSHELFZPDP	Tripp Lite Rack Enclosure Cartilover Mount Fixed Shelf Deep 2URM	2		NEC beliaire Emergency Center, LP	5413 5, Rice Ave, Houston, TX 77081
U1	Middle Atfantic Products U Series Universal Reck Shelf - 10 Wide - 35 lb x Maximum Weight Capacity	1		NEC Bellaire Emergency Center, LP	\$413 §, Rice Ave, Heusten, TX 77081
\$\$K\$V207	Seal Shield Silver Seal Waterproof Keyboard - Cable Connectivity - US1 Interface - 104 Key - English (US)	5		NEC Bellaine Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
STM042	Seal Shield Silver Storm, Mouse - Optical - Cable - Black - USS - 800 dpi - Scroll Wheel - 2 Button(s)	5		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
BE650G1	APC Back: UPS 550 VA Desktop UPS - 650 VA/350 W - 120 V AC	16		NEC Bellaire imergency Center, LP	5433 S, Rice Ave, Houston, TX 77081
\$\$800.4R	CSSH ScanShell 8CONR Card Scanner - 600 dgi Optical - 24-bit Color - 8-bit Grayscale	5		NEC Bellaire Emergency Center, LP	\$433 S. Rice Ave, Houston, TX 77081
RMK-CMPCT-19	Packmaunt for Gsco Catalyst 2960-8TC & 29606-STC Compact Switches	2		NEC bellaire Emergency Center, LF	\$413.5, Rice Ave, Houston, 7x 77081
A3L980-07-PUR-5	Belkin Caté Paten Cable 7' - Purple	L2		NEC Sellaire Emergency Center, UF	\$413 S, Rice Ave, Houston, TX 77082
A3I.980-05-DRG-5	Belkin Cató Patch Cable 5' - Orange	3		NEC Sellaire Emergency Center, LP	5413 S, Rice Ave, Heuston, TX 77081
V5238H-P	Asus 23" LED LCO Monitor - 16:9 - 2 ms - Adjustable Display Angle - 1928 x 1680	11		NEC Sellaire Emergency Center, LF	\$413 S. Rice Ave, Houston, 7x 77081
N203-007-RC	Triop Lite 7ft Cat6 Gigabit Snagless Molded Patch Cable RV45 M/M Red 7' - 2.1m - 1 x RV-45 Male	2		NEC Bellaire Emergency Center, LP	\$413.5, Rice Ave, Houston, "X 77081.
46-315UVB	68 46-315 UVB Electrica: 14 ^e UVB Cable Ties Black 100 pack	1		NEC Bellaire Emergency Center, LP	5413 5, Rice Ave, Houston, TX 77081
51111976296	3M Dual Lock Reclosable Fastener TB3550 βlack	3		NEC Bellaire Emergency Center, LF	5413 S. Rice Ave, Houston, TX 77031
B01572	Everbilt 46 x 1 inch Pan head Philips drive 100 pieces	3		NEC Bellaire Emergency Center, LP	5433 S. Rice Ave, Houston, TX 77081
B01362	Everbilt #6 x 1/2 Inch Flat head Phillips drive 300 pieces	1		NEC Bellaire Emergency Center, LF	5413 S. Rice Ave, Houston, 7X 77081
Document Management	Document Management - M-Files	10		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, 7x 77081
Professional & IT Services	Professional Services/Decument Management	10		N&C Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, 78 77081
	Λ .				

Date: 7-27-76

DELIVERY AND ACCEPTANCE CERTIFICATE

Please fax completed and signed D&A Certificate to 1-866-329-8795 Questions or need assistance? Call 1-866-550-8795

DATE

LESSEE/CUSTOMER NAME: Neighbors Global Holdings, LLC/Co Lessee: NEC Bellaire Emergency Center, LP			
AGREEMENT NUMBER: 41404494			
(the "Lessor/Owner") has been delivered, i	tify that all of the equipment and other property referred to in the above All Points Solution, Inc. DBA 3i International inspected and is accepted by Lessee/Customer for all purposes of the mer is not the manufacturer, supplier or dealer of the Equipment.		
ACCORDINGLY, I AUTHORIZE LESSOR/O' UNDER THE AGREEMENT.	WNER TO PURCHASE THE EQUIPMENT AND COMMENCE BILLING		
DO NOT SIGN THIS DELIVERY AND EQUIPMENT.	ACCEPTANCE CERTIFICATE UNTIL YOU HAVE RECEIVED THE		
LESSEE/CUSTOMER SIGNATURE	For Lessor/Owner Use Only (if applicable)		
John Decker	Name of person verifying Delivery and Acceptance of Equipment:		
PRINT NAME CFO	Signature of Employee who made telephone verification:		
PRINT TITLE 713-436-5200	Date of Telephone Verification:		
TELEPHONE NUMBER:			

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MASTER EQUIPMENT LEASE AGREEMENT

50 Briar Hollow, Suite 600, Houston, TX 77027

Please fax completed Agreement to 1-866-329-8795, Questions or need assistance? Cali 1-866-551-8795

arters Street Address/City/County/State/Zip	XX XXXXXX
	584
11.100.01	Lessee Phone Number 713-436-5200
V	ROADWAY STREET, STE 2320, PEARLAND,TX 779 Number 01

This MASTER EQUIPMENT LEASE AGREEMENT ("Master Lease") is made this 10/14 10/14 by and between 3i International ("Lessor") and the Lessee referenced above ("Lessoe"). The parties agree as follows:

- 1. MASTER LEASE. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment, software, fixtures, personal property and/or other property described in each schedule ("Equipment Schedule") from time to time signed by Lessor and Lessee that incorporates this Master Lease by reference (such property together with all replacements, repairs, additions and accessions thereto being referred to herein as the "Equipment"). Each Equipment Schedule that incorporates this Master Lease is sometimes hereinafter referred to as a "Lease." Each Lease shall constitute an agreement separate and distinct from this Master Lease and any other Lease. In the event of a conflict between the terms and conditions of an Equipment Schedule and the terms and conditions of this Master Lease, the terms and conditions of the Equipment Schedule shall govern; but only with respect to the corresponding Lease.
- 2. TERM. The obligations of the parties shall commence upon the full execution of this Master Lease and shall continue until each party has satisfied their respective obligations in this Master Lease and under each Lease. The "Lease Term" for each Lease shall commence on the date Lessee accepts the Equipment by executing a Delivery and Acceptance Certificate ("Commencement Date") and, unless terminated earlier as provided in the Lease, shall continue for the number of months specified in the Equipment Schedule from the first Rental Due Date (as defined below). If the Equipment Schedule provides for a Renewal Option, the Lease Term shall include any Renewal Term(s) selected by the Lesses and/or any other extension as provided in the Lease.
- 3. RENT; ADJUSTMENTS. Lessee agrees to pay Lessor rent for the Equipment, in the amount specified in the Equipment Schedule ("Rent"), due and payable on each Rental Due Date during the Lease Term without notice or demand, and any other charges, advances or reimbursements due Lessor pursuant to the Lease, due upon demand by Lessor from time to time. Lessee further agrees to pay Lessor, on the first Rental Due Date, interim rent for any partial first month during the Lease Term in an amount equal to 1/30th of the Rent for each day from and including the Commencement Date to and excluding the first Rental Due Date. The first Rent payment is due on or before the Commencement Date, as invoiced by Lessor, unless the Equipment Schadule is specified that zero (0) advance payments are due, in which case the first Rent payment will be due on the date specified by Lessor in the month following the Commencement Date, and the remaining Rent payments will be due on the same day of each subsequent month. Lessee authorizes Lessor to adjust the Rent payment up or down by not more than 15% if the total amount paid by Lessor for the purchase. delivery and installation of the Equipment, including any trade-up and buyout amounts (the "Total Cash Price") differs from the originally estimated and documented price thereof. Lessee further authorizes Lessor to increase the Rent payment, if the Commencement Date occurs after the date Lessor approved Lessee's application for the relevant Lease, to reflect any increase (i) from the date of such approval and (ii) to the Commencement Date in the interest rate swaps ("Swaps Rate") that most-closely approximates the term of such Lease (determined as of the last day in the week ending prior to each of such
- dates). The Swaps Rate is published in the Federal Reserve Statistical release H.15 and be can found http://www.federalreserve.gov/releases/h15/update/. The Rent payment will be a fixed amount for the term of the Lease. All Rent shall be payable to Lessor and delivered to Lessor's office or such other place as Lessor may designate in writing at any time. An advance Rent payment shall be applied as the first Rent payment under the Lease. If more than one Rent payment is made by Lessee in advance, the second (and any other advance Rent payment) shall be applied to rental payments scheduled under the Lease in inverse order of maturity. Should Lessee fall to pay any part of any Rent within 3 days of its due date. Lessor shall (a) impose a late charge equal to 10% of the amount of the late payment or \$20, whichever is greater, and (b) commencing 30 days after any such payment is due under the Lease, assess interest on such delinquent payment until paid at the rate of 1.5% per month. However, If such tale charge and/or interest exceeds the maximum amount of interest permitted by applicable law, such axcess shall be reduced to the maximum rate permitted by law. IF THE LEASE IS REPLACING AN EXISTING LEASE, THE NEW RENT PAYMENT WILL INCLUDE THE BALANCE OF THAT LEASE AND RESULT IN A GREATER AGGREGATE COST TO LESSEE.
- 4. NET LEASE; RENT PAYMENTS ABSOLUTE. Each Lease is a net lease and Lessee's obligations to pay Rent in full when due are absolute and unconditional and shall not be subject to any abatement, reduction, set off, counterclaim, recoupment, defense or other right which Lessee may have or assert against Lessor, the supplier of the Equipment or any other person or entity.
- 5. DELIVERY AND INSTALLATION. Lessee will select the Equipment to meet its specifications and, in reliance thereon. Lessor will order such Equipment from the supplier(s) specified by Lessee or, if Lessee has previously entered into a purchase order or supply contract, such purchase order or supply contract shall be deemed assigned to Lessor upon execution of the relevant Equipment Schedule. Upon delivery and acceptance by Lessee of the Equipment designated in an Equipment Schedule, Lessee will execute and deliver to Lessor a Delivery and Acceptance Certificate. Lessee shall make all delivery arrangements with each supplier and, at Lessee's expense, will pay all transportation, packing, taxes, duties, installation, testing and other charges in connection with the delivery, installation and acceptance of the Equipment. Lessor shall have no liability to Lessee for delivery dalays or failure of the supplier to deliver goods meeting the purchase order specifications. Lessee is hereby authorized to act as Lessor's agent in inspecting, accepting and rejecting delivery of Equipment, provided that all claims asserted by any supplier by reason of Lessee's rejection of any goods shall be Lessee's sole responsibility to defend, resolve and pay.
- the date of such approval Lesser is not the manufacturer or supplier of the Equipment, and is not the date of such Lesser is not the manufacturer or supplier of the Equipment, and is not the such Lesser is not the manufacturer or supplier. No representation or element of such Lesser is not the manufacturer or supplier. No representation or promise made by any manufacturer or supplier of the Equipment will be deemed made by or binding upon Leasor. LESSOR MAKES NO All Points Solution, Inc. Joba 31 International Master Equipment Lease Agreement Office Fraducts V13 01012012

EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; THE DESIGN OR CONDITION OF THE EQUIPMENT; THE QUALITY, CAPACITY OR SUITABILITY OF THE EQUIPMENT; COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; PATENT OR COPYRIGHT INFRINGEMENT; OR LATENT DEFECTS, IT BEING AGREED THAT THE EQUIPMENT IS LEASED "AS 15" AND THAT ALL SUCH RISKS, AS BETWEEN LESSOR AND LESSEE, ARE TO BE BORNE BY LESSEE AT ITS SOLE RISK AND EXPENSE. Lessor will have no Bability to Lessee of third parties for any direct, indirect, special or consequential damages of any kind or nature arising out of this Master Lease, any Lease, or in connection with the Equipment.

- 7. ASSIGNMENT OF WARRANTY RIGHTS. Lessor hereby assigns to Lessee, for the Lease Term, any manufacturer's and/or supplier's warranties with respect to the Equipment and, provided no Default has occurred and remains uncured, Lessee is hereby authorized to enforce such warranties, in its name, at Lessee's sole expense.
- 8. TITLE. Title to the Equipment shall remain solely with Lesson. No right, title or Interest in or to the Equipment shall pass to Lessee other than the right to possess and use the Equipment for the Lease Term and such transfer is conditioned upon Lesses's compliance with the terms and conditions of the Lease. Lessee, at its expense, will defend Lessor's title to the Equipment and will keep the Equipment free from all claims, liens, encumbrances and legal processes of Lessee's creditors and other parties, except for those claims created by or through Lessor. At Lessor's request, Lessee shall affix identification plates or markings to the Equipment clearly indicating Lesson's ownership. If any Lease is deemed to be a lease intended for security, to secure Lessee's obligations under such Lease and under all other indebtedness at any time owing by Lessee to Lessor, Lessee grants to Lessor a first priority security interest in the Equipment subject to such Lease and any and all proceeds from the use, rental or sale of such Equipment, LESSEE IRREVOCABLY AUTHORIZES LESSOR TO FILE A COPY OF THIS LEASE AND/OR ANY OTHER DOCUMENT AS A FINANCING STATEMENT AND APPOINT LESSOR OR ITS DESIGNEE AS LESSE'S ATTORNEY-IN-PACT TO EXECUTE AND FILE, ON LESSEE'S BEHALF, IF REQUIRED, SUCH FINANCING STATEMENTS COVERING THE EQUIPMENT AS LESSOR MAY DEEM NECESSARY AND REIMBURSE LESSOR FOR COST OF SUCH FILINGS AND LIEN SFARCHES.
- 9. PERSONAL PROPERTY. All items of Equipment shall at all times be and remain personal property notwithstanding that any such Equipment may now or hereafter be affixed to realty. Lessee, at its expense, shall obtain all such waivers as Lessor may reasonably require to assure Lessor's title and interest in, access to and right to remove the Equipment.
- 10. USE, LOCATION AND INSPECTION OF EQUIPMENT. So long as Lessee is not in Default under the Lease, Lessee shall be entitled to possess and use the Equipment for its business purposes in conformity with all applicable laws, ordinances, regulations, the requirements of all applicable insurance policies and of any applicable manufacturer's or supplier's warranties. Lessee shall bear all costs in connection with the operation and maintenance of the Equipment. The Equipment shall be delivered, at Lessee's direction and responsibility, to the location specified in the Equipment Schedule and shall not thereafter be removed from such location without the advance written consent of Lesser. Lessor shall have the right from time to time during Lessee's normal business hours to enter upon Lessee's premises or elsewhere for the purpose of confirming the existence, condition or proper maintenance of the Equipment. Lessee shall not, except with Lessor's prior written consent, part with possession or control of the Equipment or dispose of or encumber any interest in the Equipment or under the Lease.
- 11. TAXES AND FEES. Lessee will pay all excise taxes, sales and use taxes, personal property taxes, and all other taxes and charges which may be imposed by any governmental entity during the term of this

Lease, arising from the use, acquisition, ownership or teasing of the Equipment, whether due before or after termination of the Lease, Lessee will reimburse Lessor for all administrative costs associated with the preparation, filing, payment, and other costs necessary to properly administer taxes associated with the Equipment. Where required by law, Lessor will file the personal property tax returns with respect to the Equipment, and Lessee shall pay Lessor in advance, and at the time(s) Lessor requires, the taxes that Lessor anticipates will be due during the year.

- 12. RISK OF LOSS. Lessee is responsible for any loss, theft or destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to Lessor at the end of this Lease. Lessee is required to make all Rent Payments even if there is a Loss. Lessee must notify Lessor in writing immediately of any Loss. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, (b) replace such Equipment with like equipment in good repair, condition and working order acceptable to Lessor, with clear title to such replacement equipment vested in Lessor, or (c) pay Lessor the amounts specified in Section 19 below.
- 13. MAINTENANCE, REPAIRS AND ALTERATIONS. Lessee shall, at its expense, keep all of the Equipment in good repair, condition and working order and shall furnish all required parts and servicing so that the value and condition of the Equipment will be maintained and preserved, reasonable wear and lear excepted. Lessee shall not without the written approval of Lessor, make any alterations or modifications to the Equipment except for upgrades that do not impair the value, utility or marketability of the Equipment. All such alterations, modifications or upgrades will become part of the Equipment and Lessor's property, without charge, free of any flens or encumbrances. Lessee shall keep software that is part of any Equipment current with all updates, revisions, upgrades and maintenance fixes, whether obtained from the supplier, licensor or any other source.
- 14. INSURANCE. Lessee shall provide and maintain at its expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming Lessor as loss payee, and (b) public liability insurance in a minimum amount of one million dollars and third party property insurance, in each instance naming Lessor as an additional insured. Lessee shall provide to Lessor certificates or other evidence of such insurance when requested. Such insurance will be in a form, amount (including the minimum amount for public liability insurance stated above) and with companies acceptable to Lessor, and will provide that Lessor will be given 30 days advance notice of any cancellation or material change of such insurance. Lessor reserves the right to reject Lessee's insurance carrier for reasonable cause. IF LESSEE DOES NOT GIVE LESSOR EVIDENCE OF INSURANCE ACCEPTABLE TO LESSOR, LESSOR HAS THE RIGHT, BUT NOT THE OBLIGATION, TO OBTAIN INSURANCE COVERING LESSOR'S INTEREST IN THE EQUIPMENT FOR THE TERM OF THIS LEASE, INCLUDING ANY RENEWAL OR EXTENSIONS LESSOR MAY ADD THE COSTS OF ACQUIRING AND MAINTAINING SUCH INSURANCE AND LESSOR'S FEES FOR LESSOR'S SERVICES IN PLACING AND MAINTAINING SUCH INSURANCE (COLLECTIVELY, "INSURANCE CHARGE"), ON WHICH LESSOR MAY EARN A PROFIT, TO THE AMOUNTS DUE FROM LESSEE UNDER THIS Such insurance may duplicate coverage provided under Lessee's existing policy. Lessee will pay the insurance Charge in equal installments allocated to the remaining Rent payments. Nothing in this Lease will create an insurance relationship of any type between Lessor and any other person. Lessee acknowledges that Lessor is not required to secure or maintain any insurance, and Lessor will not be liable to Lessee if Lessor terminates any insurance coverage that Lessor arranges. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims for, receive payment of, and execute and endorse all documents, checks, or drafts issued with respect to any Loss under any insurance policy relating to the Equipment.
- 15. RETURN OF EQUIPMENT; RESTOCKING FEE. Upon expiration, cancellation or termination of the Lease Term, or upon Lessor's demand after a Default, all, but not tess than all, of the Equipment shall be immediately returned to Lessor as provided herein unless (a) Lessor has exercised a purchase option provided hereunder or (b) Lessor has

requested that Lessee provide temporary on-site storage, after which the Equipment shall be returned to Lessor. In making such return, Lessee shall deliver the Equipment to such place or places within the continental United States as Lessor may designate in writing. All costs and expenses of the return shall be borne by Lessee, including without limitation, the costs of removing, dismantling, assembling, packing, insuring at full value, transporting and unloading of the Equipment. Lessor reserves the right to charge Lessee a restocking fee equal to two (2) Rent payments. All such returned Equipment shall be in good condition and the state of repair required by Section 10 herein, ordinary wear and tear excepted, and upon Lessor's request, Lessee will provide Lessor with a certification from the manufacturer or its authorized representative as to the Equipment's condition. To the extent that any portion of the Equipment consists of software or other licensed products. Lessee will return all tangible items of software and destroy all intangible items of software, certify in writing to Lessor that Lessee has complied with the above requirements, has not retained such software in any form. and will not use the software after termination. Lessee acknowledges that it is Lessee's sole duty to remove all sensitive or confidential data stored within the Equipment prior to returning it.

16. PURCHASE AND RENEWAL OPTIONS. If no Default exists under a Lease, Lessee will have the option at the end of the Lease Term or any Renewal Term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown on the front of the Equipment Schedule, plus any applicable taxes. Unless the Purchase Option price is \$1.00. Lessee must give Lessor at least 90 days written notice before the end of the initial Lease Term that Lessee will purchase the Equipment or that Lessee will return the Equipment to Lessor. If Lessee does not give Lessor such written notice or if Lessee does not purchase or deliver the Equipment in accordance with the terms and conditions of the Lease, the Lease will automatically renew on a monthly basis until Lessee provides such notice and delivers the Equipment to Lessor. Ouring such renewal(s) the Rent payment will remain the same. Lessor may cancel an automatic renewal term by sending Lessee written notice 30 days prior to such renewal term. If the Fair Market Value Purchase Option has been selected, Lessor will use its reasonable judgment to determine the Equipment's in use and in place fair market value. If Lessee does not agree with Lessor's determination of the Equipment's fair market value, the fair market value (in use and in place) will be determined at Lessee's expense by an independent appraiser selected by Lessor. Upon payment of the Purchase Option price, plus applicable taxes, Lessor shall transfer its interest in the Equipment to Lessee "AS IS, WHERE IS" without any representation or warranty whatsoever and this Lease will terminate. With respect to items of Equipment consisting of software. Lesse's right to continue use such software will be subject to the applicable license agreement.

17. INDEMNIFICATION. Lessee assumes liability for and agrees at its own expense to indemnify, hold harmless and defend Lessor and any assignee, and their respective employees and agents (each an "Indemnitee"), from and against any and all claims, liabilities, losses, damages, and expenses (including attorneys' fees and legal expenses and Lessor's internal administration costs) of every kind or nature arising out of or in connection with: (a) the Lease, including but not limited to, any breach of a representation or warranty, a Default (as defined hereinafter) and/or proceeding in bankruptcy with respect thereto; (b) the ordering, purchase, delivery, installation, ownership, possession, leasing, operation, use, maintenance. transportation and return of the Equipment (including latent and other defects, whether or not discoverable by Lessee or Lesson); (c) any daims based on strict for liability or warranty and any claim for patent, trademark or copyright infringement, (d) any claim relating to any interruptions of service, loss of business or consequential damages, and (e) any data Lessee has stored within the Equipment (collectively, "Claims"). Lessee shall not be required to indemnify an Indemnitee against Claims to the extent such Claims result directly from the actual, but not imputed, grass negligence or willful misconduct of such Indenmitee. Lessee shall, at its own cost and expense, defend any and all Claims which may be brought against any Indemnitee, either alone or in conjunction with others upon any such liability or claim or claims and shall satisfy, pay and discharge any and all judgments and fines that may be recovered against any Indomnitee in any such action or actions. If the Purchase Option shown on the front of any Equipment Schedule to this Lease is other than a nominal purchase option, then Lessee

acknowledges that Rental Payments are calculated on the assumption that Lessor will realize certain income tax benefits under state and federal law as the owner of the Equipment and the Lessor under this Lease. As used herein a "Tax Benefit Loss" shall mean (1) the Lessor's loss of or loss of the right to claim or recapture all of or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment or (2) texes incurred by Lessor as a result of the inclusion in Lessor's income for federal or state income tax purposes of any amount other than Rental Payments hereunder due to eny modification of the Equipment, other action or failure to act by Lessee. If Lessor suffers a Tax Benefit Loss for any reason other than (i) Lessor's sale of the Equipment other than due to a Default, (ii) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or failure to claim such tax benefits in a timely manner or (iii) a change in tax law (including a change in tax rates) that becomes effective after the date of this Lease, then Lessee shall pay to Lessor a lump sum amount that, after the payment of all federal, state and local taxes and using the same assumptions as to tax benefits and other matters Lessor used in originally calculating the Rental Payments will, in Lessor's reasonable opinion, maintain Lessor's net after-tax rate of return and cash flows with respect to this Lease as they would have been enjoyed if such Tax Benefits Loss had not occurred. Lessor will notify Lessee of any claim that may give rise to indemnification under this paragraph but will be under no obligation to contest any such claim. in any event, Lessor shall control all aspects of any settlement and contest and, whether such contest is successful or not, Lessee shall promptly pay all legal fees and other out-of-pocket expenses incurred by Lessor in defending such claim. For purposes of this paragraph, the term "Lessor" includes any member of an affiliated group which Lessor is or may become a member of in the event that consolidated tax returns are filed for such affiliated group for federal income tax purposes. The indemnification provisions of this Section 17 shall continue in full force and effect notwithstanding the expiration or other fermination of this Master Lease or any Lease.

18. EVENTS OF DEFAULT. Each of the following is a "Default" under this Lease: (a) Lessee fails to pay any Rent payment or any other payment within 10 days of its due date; (b) Lessee falls to perform any of its other obligations under this Lease or in any other agreement now existing or hereafter made with Lessor or with any of Lessor's affiliates and such failure continues for 10 days after Lessor notifies Lessee of it: (c) Lessee becomes insolvent or is dissolved, or Lessee assigns its assets for the benefit of its creditors, or enters (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; (d) any guarantor of this Lease ("Guarantor") dies, does not perform its obligations under the guaranty or any other agreement, now existing or hereafter made with Lessor, or becomes subject to one of the events listed in clause (b) or (c) above; (e) Lessee or any Guarantor consolidates with, merges with or into, or conveys or leases all or a substantial part of its assets to any person or engages in any other form of reorganization, or there is a change in the legal structure of Lessee or any Guarantor, in each case which results, in the sole opinion of Lessor, in a material adverse change in Lessee's or such Guarantor's ability to perform its obligations under the Lease or any Guaranty, respectively, or there is otherwise a change in control of Lessee or any Guarantor; (f) Lessee or Guarantor makes or gives any false or misleading representations or warranties at anytime or in any manner in connection with the Lease; (g) Lessee or any Guarantor shall be in default under any obligation for the payment of borrowed money or the deferred purchase price of, or for the payment of any rent due with respect to. any real or personal property. A Default with respect to any Equipment Schedule shall constitute a Default for all Equipment Schedules and all other agreements with Lessor and its affiliates.

19. REMEDIES. If a Default occurs, Lessor may do one or more of the following: (a) Lessor may cancel or terminate this Lease or any or all other agreements that Lessor has entered into with Lessee; (b) Lessor may require Lessee to immediately pay Lessor, as compensation for loss of Lessor's bargain and not as a penalty, a sum equal to (I) all unpaid Rent payments for the remainder of the term plus Lessor's anticipated residual interest in the Equipment, if applicable, discounted to present value at a simple interest rate per annum equal to the the discount rate of the Federal Reserve Bank of New York on the Commencement Date of the Lease, plus (ii) all other amounts due or

that become due under this Lease; (c) Lessor may require Lessee to deliver the Equipment to Lessor as set forth herein and terminate use of any software component of the Equipment; (d) Lessor or its agent may peacefully repossess the Equipment without court order and Lessee will not make any claims against Lessor for damages or trespass or any other reason; and (e) remedy such Default, including making repairs or modifications to the Equipment, for the account and expense of Lessee, and Lessee agrees to reimburse Lessor for all of Lessor's costs and expenses; (f) apply any deposit or other cash collateral or sale or remarketing proceeds of the Equipment at any time to reduce any amounts due to Lessor; and (g) axercise any other right or remedy which may be available to Lessor under applicable law. Notice of Lessor's intention to accelerate, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonar, or any other notice whatsoever are hereby waived by Lessee and any Guarantor. interest on all unpaid balances more than thirty days past due shall accrue at the lesser of 1.5% per month, or the maximum rate allowed by law, until paid in full. The exercise of any of the foregoing remedies by Lessor will not constitute a termination or cancellation of the Lease unless Lessor so notifies Lessee in writing. At any sale of the Equipment pursuant to this Section 19, Lessor may bid for the Equipment. Notice required, if any, of any sale or other disposition hereunder by Lessor shall be satisfied by the mailing of such notice to Lessee at least ten (10) days prior to such sale or other disposition. In the event Lessor takes possession and disposes of the Equipment, the proceeds

any such disposition shall be applied in the following order: (i) to all of Lessor's costs, charges and expenses incurred in taking, removing, nolding, repairing and selling or leasing the Equipment and/or otherwise enforcing Lessor's rights hereunder; (ii) to the extent not previously paid by Lessee, to pay Lessor for any amounts then remaining unpaid under the Lease (iii) to reimburse Lessee for any sums previously paid by Lessee as damages hereunder; and (iv) the balance, if any, shall be retained by Lessor. Lessee will remain liable for any amounts that remain due after Lessor has applied such net proceeds. Termination of a Lease under this Section 19 shall not affect Lessee's duty to perform Lessee's obligations under such Lesse to Lessor in full. Lessee agrees to reimburse Lessor on demand for any and all costs and expenses incurred by Lessor in enforcing its rights and remedies hereunder following the occurrence of a Default, including, without limitation, reasonable attorney's fees, the costs of repossession, storage, insuring, re-letting, selling and disposing of any and all Equipment, all prejudgment and post-judgment actions taken by Lessor and all actions taken by Lessor in any bankruptcy proceeding involving the Lessee, the Equipment and/or any Guarantor and Lessor's internal administration costs. Lessor's remedies under the Lease shall not be deemed explusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available at law or equity. Waiver of any default or breach of the Lease shall not be construed as a waiver of subsequent or continuing defaults or breaches.

- 20. LESSEE'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Lessee hereby represents, warrants and covenants to Lessor that with respect to this Master Lease and each Equipment Schedule executed hereunder:
- (a) If Lessee is a corporation, partnership or other business entity, Lessee (i) is duly organized, validly existing and in good standing under the laws of its state of organization. (ii) is qualified to do business in avery jurisdiction in which such qualification is necessary and where the Equipment is located. (iii) has the power and authority to own its properties and carry on its business as now being conducted and to execute and perform this Master Lease and each Lease, and (iv) has duly authorized the execution, delivery and performance of this Master Lease and each Lease;
- (b) No approval is required from any regulatory body, board, authority or commission, nor from any other administrative or governmental agency with respect to the execution and performance of this Master Lease or any Lease, or if required, such approval has been obtained;
- (c) This Master Lease and each Lease constitutes the legal, valid and binding obligation of Lessee, enforceable in accordance with its terms, and the execution, delivery and performance hereof by Lessee will not violate any provision of any law, any order of any court or of any other

agency of government, or any indenture, agreement or other instrument to which Lessee or any Guarantor is a party, or by or under which Lessee or any Guarantor is bound, or be in conflict with, result in a breach of, or constitute (with due notice and/or tapse of time) a default under any such indenture, agreement or other instrument;

- (d) All balance sheets, statements of profit and loss and other financial data that have been delivered to Lessor with respect to Lessee or any Guarantor (i) are complete and correct in all material respects, (ii) accurately present the financial condition of Lessee and such Guarantor as of the date, and the results of its operations for the periods for which, the same have been furnished, and (iii) have been prepared in accordance with generally accepted accounting principles consistently followed throughout the periods covered thereby; all balance sheets disclose all known liabilities, direct and contingent, as of their respective dates; and there has been no change in the condition of Lessee or any Guarantor, financial or otherwise, since the date of the most recent financial statements delivered to Lessor with respect to Lessee and such Guarantor, other than changes in the ordinary course of business, none of which changes has been materially adverse;
- (e) No mortgage, deed of trust or other lien of any nature whatsoever which now covers or affects, or which may hereafter cover or affect, any property or interest therein of the Lessee, now attaches or hereafter will attach to the Equipment or in any manner affects or will affect adversely Lessor's right, title and interest therein;
- (f) There are no suits or proceedings pending, or to the knowledge of Lessee, threatened, in any court or before any regulatory commission, board or other administrative governmental agency against or affecting Lessee or any Guarantor, which will have a material adverse effect on the financial condition or business of Lessee or such Guarantor;
- (g) All information concerning the financial condition and business operation of Lessee submitted to Lessor pursuant to this Master Lesse or any Equipment Schedule shall be true and correct;
- (h) Lessee will furnish Lesser (a) within one hundred twenty (120) days after the end of each fiscal year, a copy of Lessee's financial statements for such fiscal year prepared by an independent certified public accountant and (b) within forty-five (45) days after the end of each fiscal quarter, the internal financial statements of Lessee as at the end of such fiscal period, including a balance sheet and income statement, all prepared in accordance with generally accepted accounting principles consistently applied, unaudited but certified to be true and accurate, subject to normal year-end adjustments, by Lessee's principal executive officer or its principal financial officer. In addition, Lessee shall promptly inform Lesser of any Default (as defined herein) or any events or changes in the financial condition of the Lessee which may result in a material adverse change in Lessee's financial condition; and
- (i) Lessee will not change its state of incorporation or organization or its name as it appears in official filings in the state of its incorporation or organization without giving Lessor at least 10 days prior notice.
- 21. ASSIGNMENT. LESSEE MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR ITS INTEREST IN THIS LEASE. Lessor may, without notifying Lessee, sell, assign, or transfer this Lease and Lessor's rights to the Equipment. Lessee agrees that the new owner will have the same rights and benefits that Lessor has now under this Lease but not Lessor's obligations. The rights of the new owner will not be subject to any claim, defense or set-off that Lessee may have against Lessor. Upon request, Lessee will acknowledge in writing its receipt of notice of any such assignment.
- 22. SEVERABILITY. Any provision of this Master Lease or any Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition and unenforceable without invalidating the remaining provisions hereof. To the extent permitted by applicable law, Lessee hereby waives any provision of law that prohibits or renders unenforceable any provisions hereof in any respect.
- NOTICES. All notices, reports, demands and other documents provided for herein shall be deemed to have been given or made when

sent by first class certified mail, return receipt requested or delivered by a nationally-recognized overnight courier, addressed to Lessor or Lessee at their respective addresses set forth in the heading to this Master Lease or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

AMENDMENTS: WAIVERS: FAX SIGNATURES: MISCELLANEOUS. This Master Lease and the Equipment Schedules executed by Lessor and Lessee constitute the entire agreement between Lessor and Lessee with respect to the Equipment. No term or provision of any Lease may be changed, waived, amended or terminated except by a written agreement signed by both Lessor and Lessee, except that Lessor may insert certain information in the Equipment Schedules to conform to facts indicated in the applicable Delivery & Acceptance Certificates, including complete descriptions of Equipment, serial numbers and costs and consequential adjustments to the Rent, and to correct obvious mistakes. It is the express intent of the parties not to violate any applicable usury taws or to exceed the maximum amount of interest permitted to be charged or collected under applicable law, and any such excess payment will be applied to Rent payments in inverse order of maturity, and any remaining amounts will be refunded to Lessee. If more than one Lessee has signed the Lease, each of the Lessees shall be jointly and severally liable for performing all of the obligations and duties under the Lease. A fax version of Lessee's signature on the Lease shall be binding upon Lessee as if originally signed; however, the Lease shall be binding upon Lessor when signed by Lessor. Lessor and Lessee agree that the version of the Lease with the Lessor's original signature shall constitute the original authoritative version.

25. UCC ARTICLE 2A; GOVERNING LAW, WAIVERS AND JURISDICTION. Each Lease shall be governed by and interpreted under the internal laws of the State of New Jersey. If Article 2A of the UCC is applicable to the Lease, the Lease will be considered a "finance lease" as that term is defined therein. Lessee acknowledges that Lessee either has a) reviewed approved and received a copy of the supply contract or purchase order or b) received from Lessor the identity of the supply contract or purchase order, and that Lessee may contact the supplier for a description of those rights. Lessee waives all rights and remedies under UCC Section 2A-508 through 2A-522, including, but not limited to (1) any right to repudiate or

cancel the Lease; (2) any right to reject tender of the Equipment or to revoke acceptance of the Equipment; (3) any right to recover damages for any breach of warranty; and (4) any right to deduct damages resulting from Lessor's default from any amount owing under the Lease. Lessee agrees that if there is a conflict between the Lease and any provision under Article 2A of the UCC Code, the terms of the Lease shall prevail.

IF THE LESSOR OR ITS ASSIGNEE SHALL COMMENCE ANY JUDICIAL PROCEEDING IN RELATION TO ANY A LEASE. MATTER ARISING UNDER LESSEE IRREVOCABLY AGREES THAT ANY SUCH MATTER MAY BE ADJUDGED OR DETERMINED IN ANY COURT OR COURTS IN THE STATE OF LESSOR'S OR ITS ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS, OR ANY COURT OR COURTS IN THE LESSEE'S STATE OF RESIDENCE, OR IN ANY OTHER COURT HAVING JURISDICTION OVER THE LESSEE OR THE LESSEE'S ASSETS, ALL AT THE SOLE DISCRETION OF THE LESSOR LESSEE HEREBY **IRREVOCABLY** SUBMITS **GENERALLY** UNCONDITIONALLY TO THE JURISDICTION OF ANY SUCH COURT SO ELECTED BY LESSOR IN RELATION TO SUCH MATTERS. FURTHER, IN ANY LITIGATION ARISING UNDER ANY LEASE, LESSEE VOLUNTARILY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. For security purposes and to help the government fight terrorism and money laundering activities. Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or commercial entity that enters into a customer relationship with the financial institution. For this reason, Lessor may request the following identifying information: name, address, date of birth. Lessor may also ask other questions or request other documents meant to verify Lessee's individual or commercial identity.

26. PARTIES. The provisions of this Master Lease shall be binding upon, and inure to the benefit of, the assigns, representatives and successors of the Lessor and Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Master Lease to be duly executed, as of the date indicated in the heading to this Master Lease.

All Points Solution, Inc. dba 3i International	NEIGHBORS POBALHOLDINGS, LLC
By:	Ву. Д
Print Name:	PrintName: JOHN OBCKUR
Print Title:	Print Title: CFO
Date:	Date: 7-14-16

EQUIPMENT SCHEDULE (Cost Per Copy)

To Master Equipment Lease Agreement

Please fax a signed copy to 1-866-329-8795

Master Equipment Lease Agreement Number: 41261960	Dated: September 14, 2015
Equipment Schedule Number: 41325204	Dated: 2/14/2016
Lessor: All Points Solution, dba 3i International	
Lessee: Neighbors Legacy Holdings, Inc. fka Neighbors Health System, In	ic.
Lessee Federal Tax ID Number: 女女 又又又又又又	
Co-Lessee: Neighbors Health System, LLC	
Co-Lessee Federal Tax ID Number: メス メンメメメ	
Co-Lessee: NEC Porter Emergency Center, LP	
Co-Lessee Federal Tax ID Number: 💢 💢 💢 💢 💢	

This Equipment Schedule is entered into pursuant to the Master Equipment Lease Agreement identified above (the "Master Lease"). All of the terms and conditions of the Master Lease are incorporated herein and made a part hereof, along with any Supplemental Terms annexed to this Equipment Schedule. For the avoidance of doubt, the Co-Lessee referenced above hereby agrees with all of the terms and conditions of the Master Lease and is made a signatory thereon by signing this Equipment Schedule. This Equipment Schedule, any Supplemental Terms annexed hereto and the Master Lease as it relates to this Equipment Schedule are hereinafter collectively referred to as the "Lease." Lessor and Lessees hereby agree that the terms and conditions of this Equipment Schedule shall have priority and govern in the event of any conflicts with the terms and conditions of the Master Lease, Lessee and Co-Lessee (collectively referred to as "Lesseo") shall be jointly and severally liable for all obligations under this Lease.

MAINTENANCE AND SUPPLIES: The charges established by the Lease include payment for the use of the designated equipment, and may also include accessories and maintenance (during normal business hours) pursuant to a separate arrangement between Lessee and the supplier of such accessories and maintenance. Paper must be separately purchased by Lessee. If necessary, the service and supply portion of the Lease may be assigned.

OVERAGES, COST ADJUSTMENTS, USAGE AND BILLING: Lessee agrees to comply with any billing procedures designated by Lesser, including notifying Lesser of the meter reading at the end of each month. At the end of the first year of the Lease and once each successive twelve month period. We may increase the Rent and the Overage copy Charge by a maximum of not greater than 15% of the existing charge, Lessee may not carry over any credits in any month in which Lessee makes fewer copies than the copy allowance per month.

EQUIPMENT AND LEASE INFORMATION:

SUPPLIER INFORMATION	Supplier Name ("SUPPLIER") All Points Solutions, Inc.		Supplier P 832-494-1	hone Number 412
	Street Address/City/State/Zip 10100 W. Sam Houston Pkwy S., Suite 340, Houston, TX 7709	99		
EQUIPMENT	Equipment Description		Quantity	Serial Number
DESCRIPTION	See Altached Schedule A			
EQUIPMENT LOCATION	Street Address/City/County/State/Zip 22676 US Hwy 59, Porter, TX 77365	(198 <mark>80) ж.ж.</mark> добом баласун на стойт иго ушин фол ицен у на циуу дуулго-ородууда	J., ************************************	
TERM AND PAYMENT SCHEDULE	Term in Months 63	RENTAL AMOUN § 3,800.00 taxes) Rental Payment F Indicated	warestan and the second se	(plus applicable
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	Metor Frequency: Monthly Quarterly	Semi-Annual	Annual	

[SIGNATURE PAGE FOLLOWS]

ALL POINTS SOLUTION, INC. DBA 31 INTERNATIONAL	NEIGHBORS LEGACY HOLDINGS INC. It a NEIGHBORS HEALTH SYSTEM, INC.
By:	By: (Musi Be Signed by Authorized Composite Officer, Panner or Proprietor)
Name A. T. C. T. C. S.	Mame John Decker
Title Korn Leader	Title: CFO
CO LESSEE: NEIGHBORS HEALTH\SYSTEM, LLC	CO-LESSEE: NEC Porter Emergency Center, LP By: NEIGHBORS OF, LLC 16 "General Partner"
(Musi Be Signed by Authorize II Songrate Officer Pather or Proprietor)	By (Must Be Signed by Authorized County ate Officer, Partner or Proprietor)
Name: John Decker	Name John Decker
Tille CFO	Title CFO

Neighbors Legacy Holdings, Inc. NEC Porter Emergency Conter, LP Lease541325234

Schedule A

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A3L980-07-PUR-S	Belkin Caté Patch Cable 7' - Porcie			
A3L980-01-PUR	Belkin Caré Parch Cable 31 - Porble	17	NEC Forter Emergency Center, LP	22538 US Hwy 53, Horser, 1% 27355
A9L980-05-08G-5	Reful Caté Patch Cabre 5' - Orange	2	NEC Porter Emergency Center, LP	21678 US Hwy 55, Parter, TY 77365
A9L980514-RED-S	Betkin Cuts Parch Cable 14" - Red	3	NEC Porser Emergency Center, LP	72678 LIS Hun SS, Pamer, TX 77355
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85650G1	APC Back-UPS 650MA	1	NEC Porter Emergency Center, IP	22678 US Hwy S9, Forter, TX 77565
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54326	Cable Matters DisplayPort to HOMI 5 feet cable	2	NEC Porter Emergency Center, LP	22678 US Hwy 59, Parter, TX 77365
54301	Cable Matters Mini DisplayPort to DisplayPort & feet cable	2	NEC Porter Emergency Center, LP	22673 US Hwy 59, Parter, TX 77355
55782	HOMI Capie 3	2	NEC Parter Emergency Center, LP	22573 US Hwy SS, Pamer, XX 77365
VS23SH-P	Asias VS238H-P 23Inch Full HC (ED Monitor	20	NEC Porter Emergency Center, UF	22878 US Hwy S9, Parter, 1X 17365
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90340	VELCEO Dine Weap roll 12' x 3/4" -90340	2	NEC Porter Emergency Center, IP	22578 US Hwy 59, Porter, TX 77365
91372	VEUCRO One Wrap roll 30" x 1 1/2" +91372	30	MEC Purter Emergency Center, LP	22678 US Hwy 59, Forter, 33, 77365
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Decoment Management	Circument Manageroent - 66-files	1	NEC Porter Emergency Center, LF	22678 US Hwy 59, Porter, TX 77865
Professional Services	Professional Services/Decument Management	19	NEC Parter Emergency Center, LP	22578 US Hwy 59, Parter, TX 77865
	The second second states to the second states of the second secon	10	NEC Porter Emergency Center, LP	31678 US Hwy 59, Porter, TX 77365
Lief .				

car 2/4/16

DELIVERY AND ACCEPTANCE CERTIFICATE

Please fax completed and signed D&A Certificate to 1-865-329-8795
Questions or need assistance? Call 1-865-551-8795

LEASE OR CPC RENTAL OR COPY RENTAL OR INSTALLMENT PAYMENT AGREEMENT NUMBER: 41325204

On behalf of Neighbors Legacy Holdings, Inc. - Co-Lessee NEC Porter Emergency Center, LP ("Lessee/Customer"), I hereby certify that all of the equipment and other property (the "Equipment") referred to in the above referenced Agreement (the "Agreement") with All Points Solutions, Inc. ("Lessor/Owner") has been delivered, inspected and is accepted for all purposes of the Agreement

I acknowledge that Lessor/Owner is not the supplier of the Equipment but is only providing the financing for the Equipment.

ACCORDINGLY, I AUTHORIZE LESSOR/OWNER TO PURCHASE THE EQUIPMENT AND COMMENCE BILLING UNDER THE AGREEMENT.

DO NOT SIGN THIS DELIVERY AND ACCEPTANCE CERTIFICATE UNTIL YOU HAVE RECEIVED THE EQUIPMENT.

Lessee/Customer Signature	For Lessor/Owner Use Only (If applicable)
BY John Decker	Name of person verifying Delivery & Acceptance of Equipment
PRINT NAME	Signature of Employee who made telephone verification
PRINT TITLE 713-436-5200	Date of Telephone Verification
TELEPHONE NUMBER 2/4/2016	
DATE	

MASTER EQUIPMENT LEA	SE AGREEMENT
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50 Briar Hollow, Suite 600, Houston, TX 77027

Lessee Name Neighbors Health System Inc.	Federal Tax ID Number XX XXXXX
 Headquarters Street Address/City/County/State/Zip 11200 Broadway Ste. 2320 Pearland TX 77584	
Lease Number 2-12-12-19-19-10-00	Lessee Phone Number

This MASTER EQUIPMENT LEASE AGREEMENT ("Master Lease") is made this September 14. 20 15 by and between 3i International ("Lessor") and the Lessee referenced above ("Lessee"). The parties agree as follows:

- 1. MASTER LEASE. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment, software, fixtures, personal properly and/or other property described in each schedule ("Equipment Schedule") from time to time signed by Lessor and Lessee that incorporates this Master Lease by reference (such property together with all replacements, repairs, additions and accessions thereto being referred to herein as the "Equipment"). Each Equipment Schedule that incorporates this Master Lease is sometimes hereinafter referred to as a "Lease." Each Lease shall constitute an agreement separate and distinct from this Master Lease and any other Lease. In the event of a conflict between the terms and conditions of an Equipment Schedule and the terms and conditions of this Master Lease, the terms and conditions of the Equipment Schedule shall govern, but only with respect to the corresponding Lease.
- 2. TERM. The obligations of the parties shall commence upon the full execution of this Master Lease and shall continue until each party has satisfied their respective obligations in this Master Lease and under each Lease. The "Lease Term" for each Lease shall commence on the date Lessee accepts the Equipment by executing a Delivery and Acceptance. Certificate ("Commencement Date") and, unless terminated earlier as provided in the Lease, shall continue for the number of months specified in the Equipment Schedule from the first Rental Due Date (as defined below). If the Equipment Schedule provides for a Renewal Option, the Lease Term shall include any Renewal Term(s) selected by the Lessee and/or any other extension as provided in the Lease.
- 3. RENT; ADJUSTMENTS. Lessee agrees to pay Lessor rent for the Equipment, in the amount specified in the Equipment Schedule ("Rent"), due and payable on each Rental Due Date during the Lease Term without notice or demand, and any other charges, advances or reimbursements due Lessor pursuant to the Lease, due upon demand by Lessor from time to time. Lessee further agrees to pay Lessor, on the first Rental Due Date, Interim rent for any partial first month during the Lease Term in an amount equal to 1/30th of the Rent for each day from and including the Commencement Date to and excluding the first Rental Due Date. The first Rent payment is due on or before the Commencement Date, as involced by Lessor, unless the Equipment Schedule is specified that zero (0) advance payments are due, in which case the first Rent payment will be due on the date specified by Lessor in the month following the Commencement Date, and the remaining Rent payments will be due on the same day of each subsequent month. Lessee authorizes Lessor to adjust the Rent payment up or down by not more than 15% if the total amount paid by Lessor for the purchase, delivery and installation of the Equipment, including any trade-up and buyout amounts (the "Total Cash Price") differs from the criginally estimated and documented price thereof. Lessee further authorizes Lessor to increase the Rent payment, if the Commencement Date Lessee further authorizes occurs after the date Lessor approved Lessee's application for the relevant Lease, to reflect any increase (i) from the date of such approval and (ii) to the Commencement Date in the interest rate swaps ("Swaps Rate") that most-closely approximates the term of such Lease (determined as of the last day in the week ending prior to each of such
- dates). The Swaps Rate is published in the Federal Reserve Statistical release H.15 and can be found http://www.federaires.erve.gov/releases/h15/update/. The Rent payment will be a fixed amount for the term of the Lease. All Rent shall be payable to Lessor and delivered to Lessor's office or such other place as Lessor may designate in writing at any time. An advance Rent payment shall be applied as the first Rent payment under the Lease. If more than one Rent payment is made by Lessee in advance, the second (and any other advance Rent payment) shall be applied to rental payments scheduled under the Lease in inverse order of maturity Should Lessee fail to pay any part of any Rent within 3 days of its due date. Lessor shall (a) impose a late charge equal to 10% of the amount of the late payment or \$20, whichever is greater, and (b) commencing 30 days after any such payment is due under the Lease, assess interest on such delinquent payment until paid at the rate of 1.5% per month. However, if such late charge and/or interest exceeds the maximum amount of interest permitted by applicable law, such excess shall be reduced to the maximum rate permitted by law. IF THE LEASE IS REPLACING AN EXISTING LEASE, THE NEW RENT PAYMENT WILL INCLUDE THE BALANCE OF THAT LEASE AND RESULT IN A GREATER AGGREGATE COST TO LESSEE
- 4. NET LEASE; RENT PAYMENTS ABSOLUTE. Each Lease is a net lease and Lessee's obligations to pay Rent in full when due are absolute and unconditional and shall not be subject to any abatement, reduction, set off, counterciaim, recoupment, defense or other right which Lessee may have or assert against Lessor, the supplier of the Equipment or any other person or entity
- 5. DELIVERY AND INSTALLATION. Lesses will select the Equipment to meet its specifications and, in reliance thereon, Lessor will order such Equipment from the supplier(s) specified by Lessee or, if Lessee has previously entered into a purchase order of supply contract, such purchase order or supply contract shall be deemed assigned to Lessor upon execution of the relevant Equipment Schedule. Upon delivery and acceptance by Lessee of the Equipment designated in an Equipment Schedule, Lessee will execute and deliver to Lessor a Delivery and Acceptance Certificate. Lessee shall make all delivery arrangements with each supplier and, at Lessee's expense, will pey all transportation, packing, taxes, duties, installation, testing and other charges in connection with the delivery, installation and acceptance of the Equipment, Lessor shall have no liability to Lessee for delivery delays or failure of the supplier to deliver goods meeting the purchase order specifications. Lessee is hereby authorized to act as Lessor's agent in inspecting, accepting and rejecting delivery of Equipment, provided that all claims asserted by any supplier by reason of Lessee's rejection of any goods shall be Lessee's sole responsibility to defend, resolve and pay.
- isse's application for the 6. DISCLAIMER OF WARRANTIES. Lessee scknowledges that the date of such approval terest rate swaps ("Swaps to agent of any such manufacturer or supplier. No representation or the term of such Lesse ding prior to each of such deemed made by or binding upon Lessor LESSOR MAKES NO All Points Solution, Inc. dba 3i international Master Equipment Lesse Agreement Office Products V13 01012812

EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; THE DESIGN OR CONDITION OF THE EQUIPMENT; THE QUALITY, CAPACITY OR SUITABILITY OF THE EQUIPMENT; COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; PATENT OR COPYRIGHT INFRINGEMENT; OR LATENT DEFECTS, IT BEING AGREED THAT THE EQUIPMENT IS LEASED "AS IS" AND THAT ALL SUCH RISKS, AS BETWEEN LESSOR AND LESSEE, ARE TO BE BORNE BY LESSEE AT ITS SOLE RISK AND EXPENSE. Lessor will have no liability to Lessee or third parties for any direct, indirect, special or consequential demages of any kind or nature arising put of this Master Lease, any Lease, or in connection with the Equipment.

- 7. ASSIGNMENT OF WARRANTY RIGHTS. Lessor hereby assigns to Lessee, for the Lassa Term, any manufacturer's and/or supplier's warranties with respect to the Equipment and, provided no Default has occurred and remains uncured, Lessee is hereby authorized to enforce such warranties, in its name, at Lessee's sole expense.
- 8. TITLE, Title to the Equipment shall remain solely with Lessor. No right, little or interest in or to the Equipment shall pass to Lessee other than the right to possess and use the Equipment for the Lease Term and such transfer is conditioned upon Lessee's compliance with the terms and conditions of the Lease. Lessee, at its expense, will defend Lessor's little to the Equipment and will keep the Equipment free from all claims, liens, encumbrances and legal processes of Lessee's creditors and other parties, except for those claims created by or through Lessor. At Lessor's request, Lesson shall affix identification plates or markings to the Equipment clearly Indicating Lesson's ownership. If any Lease is deemed to be a leese intended for security, to secure Lessee's obligations under such Lease and under all other indebtedness at any time owing by Lessee to Lessor, Lessee grants to Lessor a first priority security interest in the Equipment subject to such Lease and any and all proceeds from the use, rental or sale of such Equipment LESSEE IRREVOCABLY AUTHORIZES LESSOR TO FILE A COPY OF THIS LEASE AND/OR ANY OTHER DOCUMENT AS A FINANCING STATEMENT AND APPOINT LESSOR OR ITS DESIGNEE AS LESSEE'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON LESSEE'S BEHALF, IF REQUIRED, SUCH FINANCING STATEMENTS COVERING THE EQUIPMENT AS LESSOR MAY DEEM NECESSARY AND REIMBURSE LESSOR FOR COST OF SUCH FILINGS AND LIEN **SEARCHES**
- 9. PERSONAL PROPERTY. All items of Equipment shall at all times be and remain personal property notwithstanding that any such Equipment may now or hereafter be effixed to really. Lessee, at its expense, shall obtain all such waivers as Lessor may reasonably require to assure Lessor's title and interest in access to and right to remove the Equipment.
- 10. USE, LOCATION AND INSPECTION OF EQUIPMENT So long as Lessee is not in Default under the Lesse, Lessee shall be entitled to possess and use the Equipment for its business purposes in conformity with all applicable laws, ordinances, regulations, the requirements of all applicable insurance policies and of any applicable manufacturer's or supplier's warrantles. Lessee shall bear all costs in connection with the operation and maintenance of the Equipment. The Equipment shall be delivered, at Lessee's direction and responsibility, to the location specified in the Equipment Schedule end shall not thereafter be removed from such location without the advance written consent of Lessor. Lessor shall have the right from time to time during Lessee's normal business hours to enter upon Lessee's premises or elsewhere for the purpose of confirming the existence, condition or proper maintenance of the Equipment. Lessee shall not, except with Lessor's prior written consent, part with possession or control of the Equipment or dispose of or encumber any interest in the Equipment or under the Lease.
- 11. TAXES AND FEES. Lessee will pay all excise taxes, sales and use taxes, personal property texes, and all other taxes and charges which may be imposed by any governmental entity during the term of this

Lease, arising from the use, acquisition, ownership or leasing of the Equipment, whether due before or after termination of the Lease. Lessee will reimburse Lessor for all administrative costs associated with the preparation, filing, payment, and other costs necessary to properly administer taxes associated with the Equipment. Where required by law, Lessor will file the personal properly tax raturns with respect to the Equipment, and Lessee shall pay Lessor in advance, and at the time(s) Lessor requires, the taxes that Lessor anticipates will be due during the year.

- 12. RISK OF LOSS. Lessee is responsible for any loss, theft or destruction of, or damage to the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to Lessor at the end of this Lesse. Lessee is required to make all Rent Payments even if there is a Loss. Lessee must notify Lessor in writing immediately of any Loss. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, (b) replace such Equipment with like equipment in good repair, condition and working order acceptable to Lessor, with clear title to such replacement equipment vested in Lessor, or (c) pay Lessor the amounts specified in Section 19 below.
- 13. MAINTENANCE, REPAIRS AND ALTERATIONS. Lessee shall, at its expense, keep all of the Equipment in good repair, condition and working order and shall furnish all required parts and servicing so that the value and condition of the Equipment will be maintained and preserved, reasonable wear and tear excepted. Lessee shall not, without the written approval of Lessor, make any alterations or modifications to the Equipment except for upgrades that do not impair the value, utility or marketability of the Equipment. All such alterations, modifications or upgrades will become part of the Equipment and Lessor's property, without charge, free of any liens or encumbrances. Lessee shall keep software that is part of any Equipment current with all updates, revisions, upgrades and maintenance fixes, whether obtained from the supplier, licensor or any other source.
- 14. INSURANCE. Lessee shall provide and maintain at its expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming Lessor as loss payes, and (b) public liability insurance in a minimum amount of one million dollars and third party property insurance, in each instance naming Lessor as an additional insured. Lessee shall provide to Lessor certificates or other evidence of such insurance when requested. Such insurance will be in a form, amount (including the minimum amount for public liability insurance stated above) and with companies acceptable to Lessor, and will provide that Lessor will be given 30 days advance notice of any cancellation or material change of such insurance. Lessor reserves the right to reject Lessee's insurance carrier for reasonable CAUSE. IF LESSEE DOES NOT GIVE LESSOR EVIDENCE OF INSURANCE ACCEPTABLE TO LESSOR, LESSOR HAS THE RIGHT, BUT NOT THE OBLIGATION, TO OBTAIN INSURANCE COVERING LESSOR'S INTEREST IN THE EQUIPMENT FOR THE TERM OF THIS LEASE, INCLUDING ANY RENEWAL OR EXTENSIONS. LESSOR MAY ADD THE COSTS OF ACQUIRING AND MAINTAINING SUCH INSURANCE AND LESSOR'S FEES FOR LESSOR'S SERVICES IN PLACING AND MAINTAINING SUCH INSURANCE (COLLECTIVELY. "INSURANCE CHARGE"), ON WHICH LESSOR MAY EARN A PROFIT, TO THE AMOUNTS DUE FROM LESSEE UNDER THIS Such insurance may duplicate coverage provided under Lessee's existing policy. Lessee will pay the Insurance Charge in equal installments allocated to the remaining Rent payments. Nothing in this Lease will create an insurance retationship of any type between Lessor and any other person. Lessee acknowledges that Lessor is not required to secure or maintain any insurance, and Lessor will not be liable to Lessee if Lessor terminates any insurance coverage that Lessor arranges. Lesses hereby appoints Lessor as Lessee's attornay-in-fact to make claims for, receive payment of, and execute and endorse all documents, checks, or drafts issued with respect to any Loss under any insurance policy relating to the Equipment
- 15. RETURN OF EQUIPMENT; RESTOCKING FEE. Upon expiration, cancelletion or termination of the Lease Term, or upon Lessor's demand after e Default, all, but not less than all, of the Equipment shall be immediately returned to Lessor as provided herein unless (a) Lessor has exercised a purchase option provided hereunder or (b) Lessor has

requested that Lessee provide temporary on-site storage, after which the Equipment shall be returned to Lessor In making such return. Lessee shall deliver the Equipment to such place or places within the continental United States as Lessor may designate in writing. All costs and expenses of the return shall be borne by Lessee, including without limitation, the costs of removing, dismantling, assembling, packing, insuring at full value, transporting and unloading of the Equipment. Lessor reserves the right to charge Lessee a restocking fee equal to two (2) Rent payments. All such returned Equipment shall be in good condition and the state of repair required by Section 10 herein, ordinary wear and tear excepted, and upon Lessor's request, Lessee will provide Lessor with a certification from the manufacturer or its authorized representative as to the Equipment's condition. To the extent that any portion of the Equipment consists of software or other licensed products, Lessee will return all tangible items of software and destroy all intengible items of software, certify in writing to Lessor that Lessee has complied with the above requirements, has not retained such software in any form and will not use the software after termination. Lessee acknowledges that it is Lessee's sole duty to remove all sensitive or confidential data stored within the Equipment prior to returning it.

16. PURCHASE AND RENEWAL OPTIONS, If no Default exists under a Lease, Lessee will have the option at the end of the Lease Term or any Renewal Term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown on the front of the Equipment Schedule, plus any applicable taxes. Unless the Purchase Option price is \$1.00, Lessee must give Lessor at least 90 days written notice before the end of the initial Lease Term that Lessee will purchase the Equipment or that Lessee will return the Equipment to Lessor. If Lessee does not give Lessor such written notice or if Lessee does not purchase or deliver the Equipment in accordance with the terms and conditions of the Lease, the Lease will automatically renew on a monthly basis until Lessee provides such notice and delivers the Equipment to Lessor. During such renewal(s) the Rent payment will remain the same. Lessor may cancel an automatic renewal term by sending Lessee written notice 30 days prior to such renewal term. If the Fair Market Value Purchase Option has been selected, Lessor will use its reasonable judgment to determine the Equipment's in use and in place fair market value. If Lessee does not agree with Lessor's determination of the Equipment's fair market value, the fair market value (in use and in place) will be determined at Lessee's expense by an independent appraiser selected by Lessor. Upon payment of the Purchase Option price, plus applicable taxes. Lessor shall transfer its interest in the Equipment to Lessee "AS IS, WHERE IS" without any representation or warranty whatsoever and this Lease will terminate. With respect to items of Equipment consisting of software, Lessee's right to continue use such software will be subject to the applicable license agreement.

17. INDEMNIFICATION. Lessee assumes liability for and agrees at its own expense to indemnity, hold harmiess and defend Lessor and any assignee, and their respective employees and agents (each an "Indamnitee"), from and against any and all claims, liabilities, losses, damages, and expenses (including attorneys' fees and legal expenses and Lesson's internal administration costs) of every kind or nature arising out of or in connection with: (a) the Lease, including but not limited to, any breach of a representation or warranty, a Default (as defined hereinafter) and/or proceeding in bankruptcy with respect thereto; (b) the ordering, purchase, delivery, installation, ownership, selection, possession, leasing, operation, use, maintenance, transportation and return of the Equipment (including latent and other defects, whether or not discoverable by Lessee or Lessor); (c) any claims based on strict tort liability or warranty and any claim for patent, trademark or copyright infringement, (d) any claim relating to any interruptions of service, loss of business or consequential damages, and (e) any data Lessee has stored within the Equipment (collectively, "Claims"). Lessee shall not be required to indemnify an indemnitee against Claims to the extent such Claims result directly from the actual, but not imputed, gross negligence or willful misconduct of such Indemnitee. Lessee shall, at its own cost and expense, defend any and all Claims which may be brought against any indemnitee, either alone or in conjunction with others upon any such liability or claim or claims and shall salisfy, pay and discharge any and all judgments and fines that may be recovered against any Indemnitee in any such action or actions. If the Purchase Option shown on the front of any Equipment Schedule to this Lease is other than a nominal purchase option, then Lessee

acknowledges that Rental Payments are calculated on the assumption that Lessor will realize certain income tax benefits under state and federal law as the owner of the Equipment and the Lessor under this Lease. As used herein a "Tax Benefit Loss" shall mean (1) the Lessor's loss of or loss of the right to claim or recapture all of or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment or (2) taxes incurred by Lessor as a result of the inclusion in Lessor's income for federal or state income tax purposes of any amount other than Rental Payments hereunder due to any modification of the Equipment, other action or fallure to act by Lessee. If Lessor suffers a Tax Benefit Loss for any reason other than (i) Lessor's sale of the Equipment other than due to a Default, (ii) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or failure to claim such tax benefits in a timely manner or (iii) a change in tax law (including a change in tax rates) that becomes effective after the date of this Lease, then Lessee shall pay to Lessor a lump sum amount that, after the payment of all federal, state and local taxes and using the same assumptions as to lax benefits and other matters Lessor used in originally calculating the Rental Payments will, in Lessor's reasonable opinion, maintain Lessor's not after-tax rate of return and cash flows with respect to this Lease as they would have been enjoyed if such Tax Benefits Loss had not occurred. Lessor will notify Lessee of any claim that may give rise to indemnification under this paragraph but will be under no obligation to contest any such claim. In any event, Lessor shall control all aspects of any settlement and contest and, whether such contest is successful or not, Lessee shall promptly pay all legal fees and other out-of-pocket expenses incurred by Lessor in defending such claim. For purposes of this paragraph, the term "Lessor" includes any member of an affiliated group which Lessor is or may become a member of in the event that consolidated tax returns are filed for such affiliated group for federal income tax purposes. The indamnification provisions of this Section 17 shall continue in full force and effect notwithstanding the expiration or other termination of this Master Lease or any Lease.

18. EVENTS OF DEFAULT. Each of the following is a "Default" under this Lease: (a) Lessee falls to pay any Rent payment or any other payment within 10 days of its due date; (b) Lessee fails to perform any of its other obligations under this Lease or in any other agreement now existing or hereafter made with Lessor or with any of Lessor's affiliates and such failure continues for 10 days after Lessur notifies Lessee of it: (c) Lessee becomes insolvent or is dissolved, or Lessee assigns its assets for the benefit of its creditors, or enters (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; (d) any quarantor of this Lease ("Guarantor") dies, does not perform its obligations under the guaranty or any other agreement, now existing or hereafter made with Lessor, or becomes subject to one of the events listed in clause (b) or (c) above; (e) Lessae or any Guarantor consolidates with, merges with or into, or conveys or leases all or a substantial part of its assets to any person or engages in any other form of reorganization, or there is a change in the legal structure of Lessee or any Guarantor, in each case which results, in the sole opinion of Lessor, in a material adverse change in Lessee's or such Guarantor's ability to perform its obligations under the Lease or any Guaranty, respectively, or there is otherwise a change in control of Lessee or any Guarantor; (f) Lessee or Guarantor makes or gives any false or misleading representations or warranties at anytime or in any mariner in connection with the Lease: (g) Lessee or any Guarantor shall be in default under any obligation for the payment of borrowed money or the deferred purchase price of, or for the payment of any rent due with respect to, any real or personal property. A Default with respect to any Equipment Schedule shall constitute a Default for all Equipment Schedules and all other agreements with Lessor and its affiliales.

19. REMEDIES. If a Default occurs, Lessor may do one or more of the following: (a) Lessor may cancel or terminate this Lesse or any or all other agreements that Lessor has entered into with Lessee; (b) Lessor may require Lessee to immediately pay Lessor, as compensation for loss of Lessor's bargain and not as a penalty, a sum equal to (i) all unpaid Rent payments for the remainder of the term plus Lessor's anticipated residual interest in the Equipment, if applicable, discounted to present value at a simple interest rate per annum equal to the the discount rate of the Federal Reserve Bank of New York on the Commencement Date of the Lease, plus (ii) all other amounts due or

that become due under this Lease; (c) Lessor may require Lessee to deliver the Equipment to Lessor as set forth herein and terminate use of any software component of the Equipment; (d) Lessor or its agent may peacefully repossess the Equipment without court order and Lessee will not make any claims against Lessor for damages or trespass or any other reason; and (e) remedy such Dafault, including making repairs of modifications to the Equipment, for the account and expense of Lessee. and Lessee agrees to reimburse Lessor for all of Lessor's costs and expenses; (f) apply any deposit or other cash collateral or sale or remarketing proceeds of the Equipment at any time to reduce any amounts due to Lessor; and (g) exercise any other right or remedy which may be available to Lessor under applicable law. Notice of Lessor's intention to accelerate, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor, or any other notice whatsoever are hereby waived by Lessee and any Guarantor. interest on all unpaid balances more than thirty days past due shall accrue at the lesser of 1.5% per month, or the maximum rate allowed by law, until paid in full. The exercise of any of the foregoing remedies by Lessor will not constitute a termination or cancellation of the Lease unless Lessor so notifies Lessee in writing. At any sale of the Equipment pursuant to this Section 19, Lessor may bid for the Equipment. Notice required, if any, of any sale or other disposition hereunder by Lessor shall be satisfied by the mailing of such notice to Lessee at least ten (10) days prior to such sale or other disposition. In the event Lessor takes possession and disposes of the Equipment, the

any such disposition shall be applied in the following order: (i) to all of Lessor's costs, charges and expenses incurred in taking, removing, holding, repairing and selling or leasing the Equipment and/or otherwise enforcing Lessor's rights hereunder, (ii) to the extent not previously paid by Lessee, to pay Lesser for any amounts then remaining unpaid under the Lease; (iii) to reimburse Lessee for any sums previously paid by Lessee as damages hereunder, and (iv) the balance, if any, shall be retained by Lessor Lessee will remain liable for any amounts that remain due after Lessor has applied such not proceeds Termination of a Lease under this Section 19 shall not affect Lessea's duty to perform Lessee's obligations under such Lease to Lessor in full. Lessee agrees to reimburse Lessor on demand for any and all costs and expenses incurred by Lessor in enforcing its rights and remedies hereunder following the occurrence of a Default, including, without limitation, reasonable attorney's fees, the costs of repossession, storage, insuring. re-letting, selling and disposing of any and all Equipment, all prejudgment and post-judgment actions taken by Lessor and all actions taken by Lessor in any bankruptcy proceeding involving the Lessee, tha Equipment and/or any Guarantor and Lessor's internal administration Lessor's remedies under the Lease shall not be deemed exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available at law or equity. Weiver of any default or breach of the Lease shall not be construed as a waiver of subsequent or continuing defaults or breaches.

- 20. LESSEE'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Lessee hereby represents, warrants and covenants to Lessor that with respect to this Master Lease and each Equipment Schedule executed hereunder:
- (a) If Lessee is a corporation, partnership or other business entity, Lessee (i) is duly organized, validly existing and in good standing under the laws of its state of organization, (ii) is qualified to do business in every jurisdiction in which such qualification is necessary and where the Equipment is located, (iii) has the power and authority to own its properties and carry on its business as now being conducted and to execute and perform this Master Lease and each Lease, and (iv) has duly authorized the execution, delivery end performance of this Master Lease and each Lease;
- (b) No approval is required from any regulatory body, board, authority or commission, nor from any other administrative or governmental agency with respect to the exacution and performance of this Master Lease or any Lease, or if required, such approval has been obtained;
- (c) This Master Lease and each Lease constitutes the legal, valid and binding obligation of Lessee, enforceable in accordance with its terms, and the execution, delivery and performance hersel by Lessee will not violate any provision of any law, any order of any court or of any other

agency of government, or any indenture, agreement or other instrument to which Lessee or any Guarantor is a party, or by or under which Lessee or any Guarantor is bound, or be in conflict with, result in a breach of, or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument:

- (d) All balance sheets, statements of profit and loss and other financial data that have been dolivered to Lessor with respect to Lessee or any Guarantor (i) are complete and correct in all material respects, (ii) accurately present the financial condition of Lesaee and such Guarantor as of the date, and the results of its operations for the periods for which, the same have been furnished, and (iii) have been prepared in accordance with generally accepted accounting principles consistently followed throughout the periods covered thereby, all balance sheets disclose all known liabilities, direct and contingent, as of their respective dates; and there has been no change in the condition of Lessee or any Guarantor, financial or otherwise, since the date of the most recent financial statements delivered to Lessor with respect to Lessee and such Guarantor, other than changes in the ordinary course of business, none of which changes has been materially adverse.
- (e) No mortgaga, deed of trust or other lien of any nature whatsoever which now covers or affects, or which may hereafter cover or affect, any property or interest therein of the Lessee, now attaches or hereafter will attach to the Equipment or in any manner affects or will affect adversely Lesson's right, title and interest therein;
- (f) There are no suits or proceadings pending, or to the knowledge of Lessee, threatened, in any court or before any regulatory commission, board or other administrative governmental agency against or affecting Lessee or any Guarantor, which will have a material adverse effect on the financial condition or business of Lessee or such Guarantor.
- (g) All information concerning the financial condition and business operation of Lessee submitted to Lesser pursuant to this Master Lesse or any Equipment Schedule shall be true and correct;
- (h) Lessee will furnish Lessor (a) within one hundred twenty (120) days after the end of each fiscal year, a copy of Lessee's financial statements for such fiscal year prepared by an independent certified public accountant end (b) within forty-five (45) days after the end of each fiscal quarter, the internal financial statements of Lessee as at the end of such fiscal period, including a balance sheet and income statement, all prepared in accordance with generally accepted accounting principles consistently applied, unaudited but certified to be true and accurate, subject to normal year-end adjustments, by Lessee's principal executive officer or its principal financial officer. In addition, Lessee shall promptly inform Lessor of any Default (as defined herein) or any events or changes in the financial condition of the Lessee which may result in a material adverse change in Lessee's financial condition, and
- (i) Lessee will not change its state of incorporation or organization or its name as it appears in official fillings in the state of its incorporation or organization without giving Lessor at least 10 days prior notice
- 21. ASSIGNMENT LESSEE MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR ITS INTEREST IN THIS LEASE. Lessor may, without notifying Lessee, sell, assign, or transfer this Lease and Lessor's rights to the Equipment. Lessee agrees that the new owner will have the same rights and benefits that Lessor has now under this Lease but not Lessor's obligations. The rights of the new owner will not be subject to any claim, defense or set-off that Lessee may have against Lessor. Upon request, Lessee will acknowledge in writing its receipt of notice of any such assignment.
- 22. SEVERABILITY. Any provision of this Master Lease or any Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition and unenforceable without invalidating the remaining provisions hereof. To the extent permitted by applicable law, Lessee hereby walves any provision of law that prohibits or renders unenforceable any provisions hereof in any respect.
- 23. NOTICES. All notices, reports, demands and other documents provided for herein shall be deemed to have been given or made when

sent by first class certified mail, return receipt requested or delivered by a nationally-recognized overnight courier, addressed to Lessor or Lessoe at their respective addresses set forth in the heading to this Master Lesso or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

AMENDMENTS: WAIVERS; FAX SIGNATURES: MISCELLANEOUS. This Master Lease and the Equipment Schedules executed by Lessor and Lessee constitute the entire agreement between Lessor and Lessee with respect to the Equipment. No term or provision of any Lease may be changed, waived, amended or lerminated except by a written agreement signed by both Lessor and Lessee, except that Lesser may insert certain information in the Equipment Schedulas to conform to facts indicated in the applicable Delivery & Acceptance Certificates, including complete descriptions of Equipment, serial numbers and costs and consequential adjustments to the Rent, and to correct obvious mistakes. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of interest permitted to be charged or collected under applicable law, and any such excess payment will be applied to Rent payments in inverse order of maturity, and any remaining amounts will be refunded to Lessee. If more than one Lessee has signed the Lease, each of the Lessees shall be jointly and severally liable for performing ail of the obligations and duties under the Lease. A fax version of Lessee's signature on the Lease shall be binding upon Lessee as if originally signed; however, the Lease shall be binding upon Lessor when signed by Lessor. Lessor and Lessee agree that the version of the Lease with the Lessor's original signature shall constitute the original authoritative version

25. UCC ARTICLE 2A; GOVERNING LAW, WAIVERS AND JURISDICTION. Each Lease shall be governed by and interpreted under the internal laws of the State of New Jersey. If Article 2A of the UCC is applicable to the Lease, the Lease will be considered a "finance lease" as that term is defined therein. Lessee acknowledges that Lessee either has a) reviewed approved and received a copy of the supply contract or purchase order or b) received from Lessor the identity of the supplier, been informed that Lessee has certain rights under the supply contract or purchase order, and that Lessee may contact the supplier for a description of those rights. Lessee waives all rights and remedies under UCC Section 2A-508 through 2A-522, including, but not limited to (1) any right to repudiate or

cancel the Lease; (2) any right to reject tender of the Equipment or to revoke acceptance of the Equipment; (3) any right to recover damages for any breach of warranty; and (4) any right to deduct damages resulting from Lessor's default from any amount owing under the Lease. Lessee agrees that if there is a conflict between the Lease and any provision under Article 2A of the UCC Code, the terms of the Lease shall prevail.

IF THE LESSOR OR ITS ASSIGNEE SHALL COMMENCE ANY JUDICIAL PROCEEDING IN RELATION TO ANY ARISING UNDER MATTER Д LEASE, LESSEE IRREVOCABLY AGREES THAT ANY SUCH MATTER MAY BE ADJUDGED OR DETERMINED IN ANY COURT OR COURTS IN THE STATE OF LESSOR'S OR ITS ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS, OR ANY COURT OR COURTS IN THE LESSEE'S STATE OF RESIDENCE, OR IN ANY OTHER COURT HAVING JURISDICTION OVER THE LESSEE OR THE LESSEE'S ASSETS, ALL AT THE SOLE DISCRETION OF THE LESSOR. LESSEE HEREBY **IRREVOCABLY** SUBMITS **GENERALLY** UNCONDITIONALLY TO THE JURISDICTION OF ANY SUCH COURT SO ELECTED BY LESSOR IN RELATION TO SUCH MATTERS. FURTHER, IN ANY LITIGATION ARISING UNDER ANY LEASE, LESSEE VOLUNTARILY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. For security purposes and to help the government fight terrorism and money laundering activities, Federal law requires all financial institutions to obtain. verify, and record information that identifies each individual or commercial entity that enters into a customer relationship with the financial institution. For this reason, Lessor may request the following identifying information: name, address, date of birth. Lessor may also ask other questions or request other documents meant to verify Lessee's individual or commercial

26. PARTIES. The provisions of this Master Lease shall be binding upon, and inure to the benefit of, the assigns, representatives and successors of the Lessor and Lessee

the neading to this was	ter Lease.	
3i International	1	Neighbors-talenth Systemine
By: Marre	Mortin	By:
Print Name:	Attomey in Fact	Print Name: 7 JOHN Villar
Print Title:	Snaron Martin	Print Title: CFO
Date:	Team Leader	Date:

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Master Lease to be duly executed, as of the date indicated in

AMENDMENT TO MASTER EQUIPMENT LEASE AGREEMENT

Master Equipment Lease Agreement Number: 41261960

Dated: September 14, 2015

This Amendment to Master Equipment Lease Agreement number 41261960 (the "Amendment") is effective as of November 6, 2015 and is made part of that Master Equipment Lease Agreement (the "MELA") by and between a All Points Solution, Inc. dba 3i International as "Lessor" and Neighbors Health System, Inc. as "Lessee".

Each capitalized term used but not defined in this Amendment will have the meaning given to it in the MELA. In the event of any conflict among the terms of this Amendment and the terms of the MELA, the terms of this Amendment will control and prevail.

PRELIMNARY STATEMENTS

WHEREAS, Lessor and Lessee have executed the MELA on or about September 14, 2015, with the understanding that various wholly-owned subsidiaries of Lessee would subsequently enter into equipment schedules for certain office equipment and any related parts and accessories thereto (the "Equipment"); and

WHEREAS, on or about November 5, 2015, Lessee filed a Certificate of Amendment with the Secretary of State of Texas, by which Lessee changed its legal entity name from Neighbors Health System, Inc. to Neighbors Legacy Holdings, Inc.; and

WHEREAS, on or about November 6, 2015 Neighbors Legacy Holdings, Inc. subsequently formed Neighbors Health System, LLC, a wholly-owned subsidiary; and

WHEREAS, the parties wish to add Neighbors Health System, LLC as a lessee to the MELA and all related and subsequent Schedules thereto; and

WHEREAS, the parties desire to amend the MELA to reflect the appropriate lessees thereto.

NOW THEREFORE, in consideration of the promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties amend the MELA as follows:

- 1. As of November 6, 2015, "Neighbors Health System, Inc." is hereby changed to "Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc."
- 2. As of November 6, 2015, "Neighbors Health System, LLC" is hereby added to the MELA as a Co-Lessee.
- 3. All other terms and conditions in the MELA shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of November 6, 2015.

ALLPO	NTS SOLU	TION, INC	DBA JUL	STERNATION	1/
Lessof X	MYD	4	A		
Authoria	ed Signatu O a	ra Rat	ATO		
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NEIGHB	ORS HEAL		1		
Co-Less X	see (= $=$ $=$ $=$ $=$ $=$ $=$ $=$ $=$ $=$ $=$ $=$ $=$			
Authoriz	ed Signatu				
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NEIGHBORS LEGACY HOLDINGS, INC. FKA NEIGHBORS
HEALTH SYSTEM; INC.
Lessee
X
Authorized Signalure
Print Name and Title
Down Volken/CFO

SECRETARY'S CERTIFICATE

SECRETARY'S CERTIFICATE RELATING TO INCUMBENCY AND CORPORATE RESOLUTIONS

Kimin kalendar 🔿	n 11.0 - T	I C. L. Date	n
Neighbors G	P. LLC a Texas limited	d liability company (the "Compan	/") hereby certifies as follows:
1. I am the Company	e duly elected, quality's records and minute	fied and acting Secretary of thes.	e Company and have the custody of the
	ntly hold such office a		or appointed to the offices indicated below, the specimen signatures appearing beside
		200	
	Name	Title	Specimen Signature
Setul Patel		<u>Director</u>	
John Decker		Director	
3. The follow	**************************************	duly adopted by the Board of Di	rectors of the Company and remain in effect
3. The followas of the RESC (include to time Internicullect RESC behalf RESC are du of the RESC princip	wing resolutions were date of this Certificate date of this Certificate DLVED, that certain ding those listed on Ele enter into a Master ational ("3i"), includinment (collectively, the tively as "Leases"); are DLVED, that the Comp' of the limited partner of the limited to sign Company; and of place of business of the limited partner of the limited to sign Company; and of place of business of the limited partner of the limited partne	duly adopted by the Board of Die: limited partnerships in which the shibit A hereto, and others that no Equipment Lease Agreement (" gone or more Equipment Lease MELA and each Schedule are read pany (through its duly authorized ships; and lead John Decker, whose titles and deliver agreements and other thorized to rely upon the resolution written notice of any change the	ne Company acts as the General Partne hay be formed subsequently), may from time MELA") with All Points Solution, Inc. dba 3 Schedules ("Schedules") thereto for office ferred to herein individually as a "Lease" and Directors/Officers) shall sign the Leases of and specimen signatures are set forth above or documents related to the Leases on behaltons set forth above until receipt by it at it

Exhibit A to Secretary's Certificate

- 1. NEC Harlingen Emergency Center, LP
- 2. NEC Kingwood Emergency Center, LP
- 3. NEC Lakeline Emergency Center, LP
- 4. NEC Midland Emergency Center, LP
- 5. NEC Mueller Emergency Center, LP \
- 6. NEC Odessa Emergency Center, LP
- 7. NEC Orange Emergency Center, LP
- 8. NEC Pasadena Emergency Center, LP 5
- 9. NEC Pearland Emergency Center, LP
- 10. NEC Port Arthur Emergency Center, LP
- 11. NEC Texas City Emergency Center, LP
- 12. NEC Tyler Emergency Center, LP
- 13. NEC Yorktown Emergency Center, LP
- 14. NEC Zaragoza Emergency Center, LP
- 15. Neighbors Physician Group, PLLC
- 16. Neighbors Practice Management, LLC
- 17. NEC Baytown Emergency Center, LP
- 18. NEC Beaumont Emergency Center, LP
- 19. NEC Bellaire Emergency Center, LP
- 20. NEC Crosby Emergency Center, LP
- 21. NEC Eastside Emergency Center, LP

SECRETARY'S CERTIFICATE

		S CERTIFICATE F ND CORPORATE	
The undersigned,	DHALMESH	1 PATEL	Secretary of
Neighbors Legacy Hold	ings, inc. a Texas corp	oration (the "Corpor	ation") hereby certifies as follows:
	sted, qualified and act minutes and corporate		e Corporation and have the custody of the
below as of Nover	ed individuals: (a) have nber 6, 2015; (b) cun s appearing beside the	rently hold such of	ted to the artice of the Corporation indicated lice at this time; and (c) have provided the
Name		Title	Spelimen Signature
Setul Patel	Presi	dent and CEO	
John Decker	The second secon	CFO	Tet -
("MELA") together inc. dba 3i Interferent time to time individually as a "RESOLVED, that into the Leases a RESOLVED, that for the obligations	at the Corporation is ar with Neighbors Heal national ("3i") as less of for office equipment "Lease" and collectivel it certain wholly-owner isted on Exhibit A here is Co-Lessees; and it the Corporation, the is under the Leases; and	th System, LLC (the or, including Equipm (collectively, the ME y as "Leases"); and d subsidiaries of the eto, and others that a LLC, and any such and	into a Master Equipment Lease Agreement "LLC") as lessee, and with All Points Solution, nent Lease Schedules ("Schedules") thereto LA and each Schedule are referred to hereing Corporation which act as operating entities may be formed subsequently), shall also enter Co-Lessee shall be jointly and severally liable at and CEO and CFO, respectively, are duly
Corporation; and RESOLVED, that		ely upon the resolu	ments related to the Leases on behalf of the tions set forth above until receipt by it at its nerein.
4. I am one of the duly caused this certifica	y authorized officers of the to be executed and day of	the seal of the Co	at make certificates on its behalf and I have rporation to be placed on this certificate this 16.
(Corporate Seal)		Secretary 1)	311.0
		Tharm	nesh Putel MD.

Exhibit A to Secretary's Certificate

- 1. NEC Harlingen Emergency Center, LP
- 2. NEC Kingwood Emergency Center, LP
- 3. NEC Lakeline Emergency Center, LP
- 4. NEC Midland Emergency Center, LP
- 5. NEC Mualler Emergency Center, LP
- 6. NEC Odessa Emergency Center, LP
- 7. NEC Orange Emergency Center, LP
- 8. NEC Pasadena Emergency Center, LP
- 9. NEC Pearland Emergency Center, LP
- 10. NEC Port Arthur Emergency Center, LP
- 11. NEC Texas City Emergency Center, LP
- 12. NEC Tyler Emergency Center, LP
- 13. NEC Yorktown Emergency Center, LP
- 14. NEC Zaragoza Emergency Center, LP
- 15. Neighbors Physician Group, PLLC
- 16. Neighbors Practice Management, LLC
- 17. NEC Baytown Emergency Center, LP
- 18. NEC Beaumont Emergency Center, LP
- 19. NEC Bellaire Emergency Center, LP
- 20. NEC Crosby Emergency Center, LP
- 21. NEC Eastside Emergency Center, LP

		ECRETARY'S CERTIFICATE R CUMBENCY AND COMPANY R	
Th	e undersigned,	GAMESH PATEL	Secretary of
NE	ighbors Health System, LLC	a <u>Texas</u> limited liability company (th	e "Company") hereby certifies as follows:
1.	I am the duly elected, quali minutes and seal.	fied and acting Secretary of the Co	mpany and have the custody of its records
2	The following named indivi- below as of November 6, specimen signatures appear	2015; (b) currently hold such off	ted to the office of the Company indicated be at this time; and (c) have provided the
	Name	Title	Specimen Signature
Se	ul Patel	CEO /	TO A
.lat	nDecker	C.Fo	X
3.	The following resolutions we	ere duly adopted by the Board of D	rectors of the company and remain in effec
3.	RESOLVED, that the Cortific RESOLVED, that the Cortogether with Neighbors Inc. dba 3i International from time to time for officindividually as a "Lease"	ate: mpany is permitted to enter into a M Legacy Holdings, Inc. (the "Corpora ("3i") as lessor, including Equipm ce equipment (collectively, the MEt and collectively as "Leases"); and	aster Equipment Lease Agreement ("MELA" tion") as lessee, and with All Points Solutior ent Lease Schedules ("Schedules") theret A and each Schedule are referred to herei
3.	RESOLVED, that the Cortific RESOLVED, that the Cortogether with Neighbors Inc. dba 3i International from time to time for officindividually as a "Lease" RESOLVED, that certain	ate: mpany is permitted to enter into a M Legacy Holdings, Inc. (the "Corpora ("3i") as lessor, including Equipm ce equipment (collectively, the MEt and collectively as "Leases"); and in wholly-owned subsidiaries of the Exhibit A hereto, and others that m	aster Equipment Lease Agreement ("MELA' tion") as lessee, and with All Points Solutior ent Lease Schedules ("Schedules") theret
3.	as of the date of this Certific RESOLVED, that the Cortogether with Neighbors Inc. dba 3i International from time to time for officindividually as a "Lease" RESOLVED, that certain (including those listed on into the Leases as Co-Le	ate: mpany is permitted to enter into a M Legacy Holdings, Inc. (the "Corpora ("3i") as lessor, including Equipm ce equipment (collectively, the MEI and collectively as "Leases"); and in wholly-owned subsidiaries of the Exhibit A hereto, and others that m ssees; and impany, the Corporation and any su	aster Equipment Lease Agreement ("MELA" tion") as lessee, and with All Points Solutior ent Lease Schedules ("Schedules") theret A and each Schedule are referred to herei Corporation which act as operating entitie
3.	as of the date of this Certific RESOLVED, that the Cortogether with Neighbors Inc. dba 3i International from time to time for officindividually as a "Lease" RESOLVED, that certain (including those listed on into the Leases as Co-Le RESOLVED, that the Collable for the obligations to RESOLVED, that Setul I	mpany is permitted to enter into a Macany is permitted to enter into a Macany Holdings, Inc. (the "Corpora" ("3i") as lessor, including Equipmore equipment (collectively, the MEI and collectively as "Leases"); and in wholly-owned subsidiaries of the Exhibit A hereto, and others that makens, and mpany, the Corporation and any sunder the Leases; and	aster Equipment Lease Agreement ("MELA" tion") as lessee, and with All Points Solution ent Lease Schedules ("Schedules") theret A and each Schedule are referred to herei Corporation which act as operating entitie ay be formed subsequently), shall also enter the Co-Lessees shall be jointly and severall ector, are each duly authorized to sign an
3.	as of the date of this Certific RESOLVED, that the Coltogether with Neighbors Inc. dba 3i International from time to time for officindividually as a "Lease" RESOLVED, that certain (including those listed on into the Leases as Co-Lease RESOLVED, that the Collable for the obligations to RESOLVED, that Setul Ideliver agreements and of RESOLVED, that 3i is a	mpany is permitted to enter into a Magany is permitted to enter into a Magany Holdings, Inc. (the "Corpora" ("3i") as lessor, including Equipmore equipment (collectively, the MEI and collectively as "Leases"); and in wholly-owned subsidiaries of the Exhibit A hereto, and others that makes; and mpany, the Corporation and any sunder the Leases; and Patel and John Decker, each a Disther documents related to the Lease.	aster Equipment Lease Agreement ("MELA" tion") as lessee, and with All Points Solutior ent Lease Schedules ("Schedules") theret A and each Schedule are referred to herei Corporation which act as operating entitie lay be formed subsequently), shall also enter each Co-Lessees shall be jointly and severall ector, are each duly authorized to sign an es on behalf of the Company; and ons set forth above until receipt by it at it

Dharnesh Patel MO.

Exhibit A to Secretary's Certificate

- 1. NEC Harlingen Emergency Center, LP
- 2. NEC Kingwood Emergency Center, LP
- 3. NEC Lakeline Emergency Center, LP
- 4. NEC Midland Emergency Center, LP
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- 17. NEC Baytown Emergency Center, LP
- 18. NEC Beaumont Emergency Center, LP
- 19. NEC Bellaire Emergency Center, LP
- 20. NEC Crosby Emergency Center, LP
- 21. NEC Eastside Emergency Center, LP



EQUIPMENT SCHEDULE (Cost Per Copy) To Master Equipment Lease Agreement

Please fax a signed copy to 1-866-329-8795

Master Equipment Lease Agreement Number: 41395501	Dated: 7/15/2016	
Equipment Schedule Number: 41404518	Dated: 8/15/2016	
Lessor: All Points Solution, dba 3i International		
Lessee: Neighbors Global Holdings, LLC		ar .
Lessee Federal Tax ID Number: XX XXXXXX		
Co-Lessee: NEC Texarkana Emergency Center, LP		
Co-Lessee Federal Tax ID Number: XX XXXXX	-1	

This Equipment Schedule is entered into pursuant to the Master Equipment Lease Agreement identified above (the "Master Lease"). All of the terms and conditions of the Master Lease are incorporated herein and made a part hereof, along with any Supplemental Terms annexed to this Equipment Schedule. For the avoidance of doubt, the Co-Lessee referenced above hereby agrees with all of the terms and conditions of the Master Lease and is made a signatory thereon by signing this Equipment Schedule. This Equipment Schedule, any Supplemental Terms annexed hereto and the Master Lease as it relates to this Equipment Schedule are hereinafter collectively referred to as the "Lease." Lessor and Lessees hereby agree that the terms and conditions of this Equipment Schedule shall have priority and govern in the event of any conflicts with the terms and conditions of the Master Lease. Lessee and Co-Lessee (collectively referred to as "Lessee") shall be jointly and severally liable for all obligations under this Lease.

MAINTENANCE AND SUPPLIES: The charges established by the Lease include payment for the use of the designated equipment, and may also include accessories and maintenance (during normal business hours) pursuant to a separate arrangement between Lessee and the supplier of such accessories and maintenance. Paper must be separately purchased by Lessee. If necessary, the service and supply portion of the Lease may be assigned.

OVERAGES, COST ADJUSTMENTS, USAGE AND BILLING: Lessee agrees to comply with any billing procedures designated by Lessor, including notifying Lessor of the meter reading at the end of each month. At the end of the first year of the Lease and once each successive twelve month period. We may increase the Rent and the Overage copy Charge by a maximum of not greater than 15% of the existing charge. Lessee may not carry over any credits in any month in which Lessee makes fewer copies than the copy allowance per month.

PAUDMENT AND LEACE INFORMATION

SUPPLIER INFORMATION	Supplier Name ("SUPPLIER") ALL POINTS SOLUTION, INC dba 3i INTERNATIONAL		Supplier Ph 832-494-14	one Number 12
	Street Address/City/State/Zip 10100 W. Sam Houston Pkwy S. Suite 340, Houston, TX 77	099		
EQUIPMENT Equipment Description			Quantity	Serial Number
DESCRIPTION	See Attached Schedule A			
EQUIPMENT LOCATION	Street Address/City/County/State/Zip 2001 Mall Drive, Texarkana, TX, 75503			
TERM AND PAYMENT SCHEDULE	LEASE TERM	\$ 4,561.98		(plus applicable
GOTTEDOEL	Term in Months 63	taxes) Rental Payment P Indicated	eriod is Monthly	Unless Otherwise
	Copy Allowance:	Overage Copy Ch		
	B/W copy: N/A Color copy: N/A	B/W copy: N/A Scan: N/A	Cole Oth	or copy: N/A er: N/A
	Meter Frequency: Monthly Quarterly	Sem i-Annual	Annual	

[SIGNATURE PAGE FOLLOWS]

Neighbors Global Holdings, LLC NEC Texarkana Emergency Center, LP Lease#41404518

Schedule A

Product ID	Description	Quantity	Ser'al#	Acation	Address
OB47383	Lenevo CPU Mount for CPU	2		NEC Texarkana Emergency Center, LP	2001 Mall Drive, Texarkara, TX, 75503
920-003070	Logitech Wireless Touch Keyboard K400 - Xeyboard	2		NEC Texarkana Emergency Center, LP	2001 Mall Drive, Texarkane, TX, 75508
960-000764	Logitech HD Pro Webcam C920 - Web camera	2		NEC Texarkana Emergency Center, LP	2001 Mali Drive, Texarkana, TX, 75503
V\$1818T	ATEN 131ST Splitter	2		NEC Texarkana Emergency Center, LP	2001 Mail Drive, Texarkana, TX, 75503
VE832R	Aten HDM Over Single Cat 5 Receiver - 1 Output Device - 328.08 ft Range - 1 x Network (RU-45)	14		NEC Texarkana Emergency Center, LP	2002 Mali Drive, Texarkana, TX, 75503
30HYD02AUS	Lenovo ThinkCentre M700 Tiny - Intel Core '5-6500T 2.5GHz, 8GB, 256GB SSD HD	2	MIOSZGP7, MIOSZGPa	NEC Texarkana Emergency Center, LP	2003 Mali Drive, Texarkana, TX, 75503
5W50D8120Z	Lenovo - ePac Onsite Warranty 4 yrs Parts/Labor	2		NEC Texarkana Emergency Center, LP	2001 Mall Drivo, Texarkana, TX, 75503
T5D-02375	Microsoft Office 2016 Horne & Business	2		NEC Texerkana Emergency Center, LP	2001 Mall Drive, Texarkana, TX, 75503
10AD002UUS	Lenovo - Me92 AlO touchscreen, i5-4590s, W7P64, 4.0G8, 1x500G8 5ATA ill	1	MJOZFFPH	NEC Texarkana Emergency Center, LF	2001 Mali Drive, Toxarkana, TX, 75503
5\V\$0D80906	Jenovo - TopSeller ePac Priority Support 4 years	1		NEC Texarkana Emergency Center, LP	2001 Mali Drive, Texarkana, TX, 75503
5W50D81058	Lenoyo - efac Onsite Warranty 4 yts Parts/Labor	1		NEC Texarkana Emergency Center, LP	2001 Mali Drive, Texarkana, TX, 75503
M70-C3	VIZIO M 70" 2160p LED-4CD TV - 16:9 - 4K UHDTV - 240 Hz	3		NEC Texarkana Emergency Center, LP	2001 Mall Drive, Texarkana, TX, 75503
E60u-D3	VIZIO É 60" 108Cp LED-COD TV - 16:9	1		NEC Texarkana Emergency Center, LP	2001 Mali Drive, Texarkana, TX, 75503
£50-C1	VIZIO E 50' 1080p LED-LCD TV - 16:9	2		NEC Texarkana Emergency Center, LP	2001 Maii Drive, Texarkana, TX, 75503
£43-C2	VIZIO E 43' 1080p LED-LCD TV - 16:9	3		NEC Texarkana Emergancy Center, LP	2001 Mali Drive, Texa kana, TX, 75503
E40-C2	VIZIDE 40' 1880p LED 4CD TV - 16:9	3		NEC Texarkana Emergency Center, . P	2001 Mall Drive, Texarkana, TX, 75503
A3L980-01-PUR	Belkin Cat 9 Patch Cable 1' - Purple	1		NEC Texarkana Emergency Center, LP	2001 Malf Drive, Texarkána, TX, 75503
ACK-730UB-MRP	Adesso ACK-730P3-MRF 1U Rackmount Keyboard with Touchpad - USB - QWERTY - 104 Keys - Plack	1		NEC Texarkana Emergency Center, LP	2001 Mall Drive, Texarkana, TX, 75503
10-FLX2-200-FDTS	Revelabs F:X2	1		NEC Texarkana Emergency Center, 19	2001 Mali Drive, Texarkana, TX, 75503
Document Management	Cocument Management - M-Fifes	1:		NEC Texarkana Emergency Center, : P	2001 Mail Orive, Texarkana, TX, 75503
Professional & IT Services	Professional Services/Document Management	1:		NEC Texarkana Emergency Center, .P	2001 Mail Drive, Texarkana, TX, 75503

DELIVERY AND ACCEPTANCE CERTIFICATE

Please fax completed and signed D&A Certificate to 1-866-329-8795 Questions or need assistance? Call 1-866-550-6795

LES	CUSTOMER NAME: Neighbors Global Holdings, LLC/Co Lessee:NEC Texarkana Emergency Center,L	_P
AG	WENT NUMBER: 41404518	

(the "Lessor/Owner") has been delivered, inspected and is accepted by Lessee/Customer for all purposes of the Agreement. I acknowledge that the Lessor/Owner is not the manufacturer, supplier or dealer of the Equipment.

ACCORDINGLY, I AUTHORIZE LESSOR/OWNER TO PURCHASE THE EQUIPMENT AND COMMENCE BILLING UNDER THE AGREEMENT.

DO NOT SIGN THIS DELIVERY AND ACCEPTANCE CERTIFICATE UNTIL YOU HAVE RECEIVED THE EQUIPMENT.

LESSEE/CUSTOMER SIGNATURE	For Lessor/Owner Use Only (if applicable)
John Decker	Name of person verifying Delivery and Acceptance of Equipment:
PRINT NAME CFO	Signature of Employee who made telephone verification:
PRINT TITLE 713-436-5200	Date of Telephone Verification:
TELEPHONE NUMBER:	
DATE	

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Olivania de la constanta de la	*	
	un in	ovation or grown

MASTER EQUIPMENT LEASE AGREEMENT

50 Briar Hollow, Suite 600, Houston, TX 77027

Please fax completed Agreement to 1-866-329-8795. Questions or need assistance? Calt 1-866-551-8795

LESSEE INFORMATION	Lessee Name NEIGHBORS GLOBAL HOLDINGS, LLC	Federal Tax ID Number
	Headquarters Street Address/City/County/State/Zip 11200 BROADWAY STREET, STE 2320, PEARLAND,TX 77584	
	Léase Number 41395501	Lessee Phone Number 713-436-5200

This MASTER EQUIPMENT LEASE AGREEMENT ("Master Lease") is made this UNIV between 3i International ("Lessor") and the Lessee referenced above ("Lessee"). The parties agree as follows:

- agrees to lease from Lessor the equipment, software, fixtures, personal property and/or other property described in each schedule ("Equipment Schedule") from time to time signed by Lessor and Lessee that incorporates this Master Lease by reference (such property together with all replacements, repairs, additions and accessions thereto being referred to herein as the "Equipment"). Each Equipment Schedule that incorporates this Master Lease is sometimes hereinafter referred to as a "Lease." Each Lease shall constitute an agreement separate and distinct from this Master Lease and any other Lease. In the event of a conflict between the terms and conditions of an Equipment Schedule and the terms and conditions of this Master Lease, the terms and conditions of the Equipment Schedule shall govern, but only with respect to the corresponding Lease.
- 2. TERM. The obligations of the parties shall commence upon the full execution of this Master Lease and shall continue until each party has satisfied their respective obligations in this Master Lease and under each Lease. The "Lease Term" for each Lease shall commence on the date Lessee accepts the Equipment by executing a Delivery and Acceptance Certificate ("Commencement Date") and unless terminated earlier as provided in the Lease, shall continue for the number of months specified in the Equipment Schedule from the first Rental Due Date (as defined below). If the Equipment Schedule provides for a Renewal Option, the Lease Term shall include any Renewal Term(s) selected by the Lessee and/or any other extension as provided in the Lease.
- 3. RENT; ADJUSTMENTS. Lessee agrees to pay Lessor rent for the Equipment, in the amount specified in the Equipment Schedule ("Rent"), due and payable on each Rental Due Date during the Lease Term without notice or demand, and any other charges, advances or reimbursements due Lessor pursuant to the Lease, due upon demand by Lessor from time to time. Lessee further agrees to pay Lessor, on the first Rental Due Date, interim rent for any partial first month during the Lease Term in an amount equal to 1/30 of the Rent for each day from and including the Commencement Date to and excluding the tirst Rental Due Date. The first Rent payment is due on or before the Commencement Date, as invoiced by Lessor, unless the Equipment Schedule is specified that zero (0) advance payments are due, in which case the first Rent payment will be due on the date specified by Lessor in the month following the Commencement Date, and the remaining Rent payments will be due on the same day of each subsequent month. Lessee authorizes Lessor to adjust the Rent payment up or down by not more than 15% if the total amount paid by Lessor for the purchase, delivery and installation of the Equipment, including any trade-up and buyout amounts (the "Total Cash Price") differs from the originally estimated and documented price thereof. Lessee further authorizes Lessor to increase the Rent payment, if the Commencement Date occurs after the date Lessor approved Lessee's application for the relevant Lease, to reflect any increase (i) from the date of such approval and (ii) to the Commencement Date in the interest rate swaps ("Swaps Rate") that most-closely approximates the term of such Lease (determined as of the last day in the week ending prior to each of such
- 1. MASTER LEASE. Lessor agrees to lease to Lessee and Lessee dates). The Swaps Rate is published in the Federal Reserve Statistical he release H.15 and can found http://www.federaireserve.gov/neteases/h15/update/. The Rent payment will be a fixed amount for the term of the Lease. All Rent shall be payable to Lessor and delivered to Lessor's office or such other place as Lessor may designate in writing at any time. An advance Rent payment shall be applied as the first Rent payment under the Lease. If more than one Rent payment is made by Lessee in advance, the second (and any other advance Rent payment) shall be applied to rental payments scheduled under the Lease in inverse order of maturity. Should Lessee fall to pay any part of any Rent within 3 days of its due date, Lessor shall (a) impose a late charge equal to 10% of the amount of the late payment or \$20, whichever is greater, and (b) commencing 30 days after any such payment is due under the Lease, assess interest on such delinquent payment until paid at the rate of 1.5% per month. However, if such late charge and/or interest exceeds the maximum amount of interest permitted by applicable law, such excess shall be reduced to the maximum rate permitted by law. IF THE LEASE IS REPLACING AN EXISTING LEASE, THE NEW RENT PAYMENT WILL INCLUDE THE BALANCE OF THAT LEASE AND RESULT IN A GREATER AGGREGATE COST TO LESSEE.
 - 4. NET LEASE: RENT PAYMENTS ABSOLUTE. Each Lease is a net lease and Lessee's obligations to pay Rent in full when due are absolute and unconditional and shall not be subject to any abatement, reduction. set off, counterclaim, recoupment, defense or other right which Lessee may have or assert against Lessor, the supplier of the Equipment or any other person or entity.
 - 5. DELIVERY AND INSTALLATION. Lessee will select the Equipment to meet its specifications and, in reliance thereon, Lessor will order such Equipment from the supplier(s) specified by Lessee or, if Lessee has previously entered into a purchase order or supply contract, such purchase order or supply contract shall be deemed assigned to Lessor upon execution of the relevant Equipment Schedule. Upon delivery and acceptance by Lessee of the Equipment designated in an Equipment Schedule, Lessee will execute and deliver to Lessor a Delivery and Acceptance Certificate. Lessee shall make all delivery arrangements with each supplier and, at Lessee's expense, will pay all transportation, packing, taxes, duties, installation, testing and other charges in connection with the delivery, installation and acceptance of the Equipment. Lessor shall have no liability to Lessee for delivery dalays or failure of the supplier to deliver goods meeting the purchase order specifications. Lessee is hereby authorized to act as Lessor's agent in inspecting, accepting end rejecting delivery of Equipment, provided that all claims asserted by any supplier by reason of Lessee's rejection of any goods shall be Lessee's sole responsibility to defend. resolve and pay.
 - DISCLAIMER OF WARRANTIES. Lessee acknowledges that Lessor is not the manufacturer or supplier of the Equipment, and is not the agent of any such manufacturer or supplier. No representation or promise made by any manufacturer or supplier of the Equipment will be deemed made by or binding upon Lessor. LESSOR MAKES NO All Points Solution, Inc. dba 3i International - Master Equipment Lease Agreement - Office Products V13 01012012

EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; THE DESIGN OR CONDITION OF THE EQUIPMENT; THE QUALITY, CAPACITY OR SUITABILITY OF THE EQUIPMENT; COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; PATENT OR COPYRIGHT INFRINGEMENT; OR LATENT DEFECTS, IT BEING AGREED THAT THE EQUIPMENT IS LEASED "AS IS" AND THAT ALL SUCH RISKS, AS BETWEEN LESSOR AND LESSEE, ARE TO BE BORNE BY LESSEE AT ITS SOLE RISK AND EXPENSE. Lessor will have no Hability to Lessee or third parties for any direct, indirect, special or consequential damages of any kind or nature arising out of this Master Lease, any Lease, or in connection with the Equipment.

- 7. ASSIGNMENT OF WARRANTY RIGHTS. Lessor hereby assigns to Lessee, for the Lease Term, any manufacturer's and/or supplier's warranties with respect to the Equipment and, provided no Default has occurred and remains uncured, Lessee is hereby authorized to enforce such warranties, in its name, at Lessee's sole expense.
- 8. TITLE. Tille to the Equipment shall remain solely with Lessor. No right, little or interest in or to the Equipment shall pass to Lessee other than the right to possess and use the Equipment for the Lease Term and such transfer is conditioned upon Lessee's compliance with the terms and conditions of the Lease. Lessee, at its expense, will defend Lessor's title to the Equipment and will keep the Equipment free from all claims, liens, ancumbrances and legal processes of Lessee's creditors and other parties, except for those claims created by or through Lessor. At Lessor's request, Lessee shall affix identification plates or markings to the Equipment clearly indicating Lessor's ownership. If any Lease is deemed to be a lease intended for security, to secure Lessee's obligations under such Lease and under all other indebtedness at any time owing by Lessee to Lessor, Lessee grants to Lessor a first priority security interest in the Equipment subject to such Lease and any and all proceeds from the use, rental or sale of such Equipment LESSEE IRREVOCABLY AUTHORIZES LESSOR TO FILE A COPY OF THIS LEASE AND/OR ANY OTHER DOCUMENT AS A FINANCING STATEMENT AND APPOINT LESSOR OR ITS DESIGNEE AS LESSEE'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON LESSEE'S BEHALF, IF REQUIRED, SUCH FINANCING STATEMENTS COVERING THE EQUIPMENT AS LESSOR MAY DEEM NECESSARY AND REIMBURSE LESSOR FOR COST OF SUCH FILINGS AND LIEN SEARCHES:
- 9. PERSONAL PROPERTY. All Items of Equipment shall at all times be and remain personal property notwithstanding that any such Equipment may now or hereafter be affixed to realty. Lesses, at its expense, shall obtain all such waivers as Lessor may reasonably require to assure Lessor's title and Interest in, access to and right to remove the Equipment.
- 10. USE, LOCATION AND INSPECTION OF EQUIPMENT. So long as Lessee is not in Default under the Lease, Lessee shall be entitled to possess and use the Equipment for its business purposes in conformity with all applicable laws, ordinances, regulations, the requirements of all applicable insurance policies and of any applicable manufacturer's or supplier's warranties. Lessee shall bear all costs in connection with the operation and maintenance of the Equipment. The Equipment shall be deliverad, at Lessee's direction and responsibility, to the location specified in the Equipment Schedule and shall not thereafter be removed from such location without the advance written consent of Lessor. Lessor shall have the right from time to time during Lessee's normal business hours to enter upon Lessee's premises or elsewhere for the purpose of confirming the existence, condition or proper maintenance of the Equipment. Lessee shall not except with Lessor's prior written consent, part with possession or control of the Equipment or dispose of or encumber any interest in the Equipment or under the Lease.
- 11. TAXES AND FEES. Lessee will pay all excise taxes, sales and use taxes, personal property taxes, and all other taxes and charges which may be imposed by any governmental entity during the term of this

- Lease, arising from the use, acquisition, ownership or leasing of the Equipment, whether due before or after termination of the Lease. Lessee will reimburse Lessor for all administrative costs associated with the preparation, filing, payment, and other costs necessary to properly administer taxes associated with the Equipment. Where required by law, Lessor will file the personal property tax returns with respect to the Equipment, and Lessee shall pay Lessor in advance, and at the time(s) Lessor requires, the taxes that Lessor anticipates will be due during the year.
- 12. RISK OF LOSS. Lessee is responsible for any loss, theft or destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to Lessor at the end of this Lesse. Lessee is required to make all Rent Payments even if there is a Loss. Lessee must notify Lessor in writing immediately of any Loss. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, (b) replace such Equipment with like equipment in good repair, condition and working order acceptable to Lessor, with clear title to such replacement equipment vested in Lessor, or (c) pay Lessor the amounts specified in Section 19 below.
- 13. MAINTENANCE, REPAIRS AND ALTERATIONS. Lessee shall, at its expense, keep all of the Equipment in good repair, condition and working order and shall furnish all required parts and servicing so that the value and condition of the Equipment will be maintained and preserved, reasonable wear and tear excepted. Lessee shall not, without the written approval of Lessor, make any alterations or modifications to the Equipment except for upgrades that do not impair the value, utility or marketability of the Equipment. All such alterations, modifications or upgrades will become part of the Equipment and Lessor's property, without charge, free of any liens or encumbrances. Lessee shall keep software that is part of any Equipment current with all updates, revisions, upgrades and maintenance fixes, whether obtained from the supplier, licensor or any other source.
- 14. INSURANCE. Lessee shall provide and maintain at its expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming Lessor as loss payee, and (b) public liability insurance in a minimum amount of one million dollars and third party property insurance, in each instance naming Lessor as an additional insured. Lessee shall provide to Lessor certificates or other evidence of such insurance when requested. Such insurance will be in a form, amount (including the minimum amount for public liability insurance stated above) and with companies acceptable to Lessor, and will provide that Lessor will be given 30 days advance notice of any cancellation or material change of such insurance. Lessor reserves the right to reject Lessee's insurance carrier for reasonable IF LESSEE DOES NOT GIVE LESSOR EVIDENCE OF INSURANCE ACCEPTABLE TO LESSOR, LESSOR HAS THE RIGHT. BUT NOT THE OBLIGATION, TO OBTAIN INSURANCE COVERING LESSOR'S INTEREST IN THE EQUIPMENT FOR THE TERM OF THIS LEASE, INCLUDING ANY RENEWAL OR EXTENSIONS. LESSOR MAY ADD THE COSTS OF ACQUIRING AND MAINTAINING SUCH INSURANCE AND LESSOR'S FEES FOR LESSOR'S SERVICES IN PLACING AND MAINTAINING SUCH INSURANCE (COLLECTIVELY, "Insurance Charge"). On which lessor may earn a PROFIT, TO THE AMOUNTS DUE FROM LESSEE UNDER THIS Such insurance may duplicate coverage provided under Lessee's existing policy. Lessee will pay the Insurance Charge in equal installments allocated to the remaining Rent payments. Nothing in this Lease will create an insurance relationship of any type between Lessor and any other person. Lessee acknowledges that Lessor is not required to secure or maintain any insurance, and Lessor will not be liable to Lessee if Lessor terminates any insurance coverage that Lessor arranges. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims for, receive payment of, and execute and endorse all documents, checks, or drafts issued with respect to any Loss under any insurance policy relating to the Equipment.
- 15. RETURN OF EQUIPMENT; RESTOCKING FEE. Upon expiration, cancellation or termination of the Lease Term, or upon Lessor's demand after a Dafault, all, but not less than all, of the Equipment shall be immediately returned to Lessor as provided herein unless (a) Lessor has exercised a purchase option provided hereunder or (b) Lessor has

requested that Lessee provide temporary on-site storage, after which the Equipment shall be returned to Lessor. In making such return, Lessee shall deliver the Equipment to such place or places within the continental United States as Lessor may designate in writing. All costs and expenses of the return shall be borne by Lessee, including without limitation, the costs of removing, dismantling, assembling, packing, insuring at full value, transporting and unloading of the Equipment. Lessor reserves the right to charge Lessee a restocking fee equal to two (2) Rent payments. All such returned Equipment shall be in good condition and the state of repair required by Section 10 herein, ordinary wear and tear excepted, and upon Lessor's request, Lessee will provide Lessor with a certification from the manufacturer or its authorized representative as to the Equipment's condition. To the extent that any portion of the Equipment consists of software or other licensed products, Lessee will return all tangible items of software and destroy all intangible. items of software, certify in writing to Lessor that Lessee has compiled with the above requirements, has not retained such software in any form and will not use the software after termination. Lessee acknowledges that it is Lessee's sole duty to remove all sensitive or confidential data stored within the Equipment prior to returning it.

16. PURCHASE AND RENEWAL OPTIONS. If no Default exists under a Lease. Lessee will have the option at the end of the Lease Term or any Renewal Term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown on the front of the Equipment Schedule, plus any applicable taxes. Unless the Purchase Option price is \$1.00, Lessee must give Lessor at least 90 days written notice before the end of the initial Lease Term that Lessee will purchase the Equipment or that Lessee will return the Equipment to Lessor. If Lessee does not give Lessor such written notice or if Lessee does not purchase or deliver the Equipment in accordance with the terms and conditions of the Lease, the Lease will automatically renew on a monthly basis until Lessee provides such notice and delivers the Equipment to Lessor. During such renewal(s) the Rent payment will remain the same. Lessor may cancel an automatic renewal term by sending Lessee written notice 30 days prior to such renewal term. If the Fair Market Value Purchase Option has been selected, Lessor will use its reasonable judgment to determine the Equipment's in use and in place fair market value. If Lessee does not agree with Lessor's determination of the Equipment's fair market value, the fair market value (in use and in place) will be determined at Lessee's expense by an independent appraiser selected by Lessor. Upon payment of the Purchase Option price; plus applicable taxes, Lessor shall transfer its interest in the Equipment to Lessee "AS IS, WHERE IS" without any representation or warranty whatsoever and this Lease will terminate. With respect to items of Equipment consisting of software, Lessee's right to continue use such software will be subject to the applicable license agreement.

17. INDEMNIFICATION. Lessee assumes liability for and agrees at its own expense to indemnify, hold harmless and defend Lessor and any assignee, and their respective employees and agents (each an "Indamnitee"), from and against any and all claims, liabilities, losses, damages, and expenses (including attorneys' fees and legal expenses and Lesson's internal administration costs) of every kind or nature arising out of or in connection with: (a) the Lease, including but not limited to, any breach of a representation or warranty, a Default (as defined hereinafter) and/or proceeding in bankruptcy with respect thereto; (b) the ordering, purchase, delivery, installation, ownership, selection, possession, leasing, operation, use, maintenance, transportation and return of the Equipment (including latent and other defects, whether or not discoverable by Lessee or Lessor); (c) any claims based on strict tort trability or warranty and any claim for patent, trademark or copyright infringement. (d) any claim relating to any interruptions of service, loss of business or consequential damages, and (e) any data Lessee has stored within the Equipment (collectively, "Claims"). Lessee shall not be required to indemnify an Indemnifee against Claims to the extent such Claims result directly from the actual. but not imputed, gross negligence or willful misconduct of such Indemnitee. Lessee shall, at its own cost and expense, defend any and all Claims which may be brought against any Indemnitee, either alone or in conjunction with others upon any such liability or claim or claims and shall satisfy, pay and discharge any and all judgments and fines that may be recovered against any indemnitee in any such action or actions. if the Purchase Option shown on the front of any Equipment Schedule to this Lease is other than a nominal purchase option, then Lessee

acknowledges that Rental Payments are calculated on the assumption that Lessor will realize certain income tax benefits under state and federal law as the owner of the Equipment and the Lessor under this Lease. As used herein a "Tax Benefit Loss" shall mean (1) the Lessor's loss of or loss of the right to claim or recapture all of or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment or (2) taxes incurred by Lessor as a result of the inclusion in Lessor's income for federal or state income tax purposes of any amount other than Rental Payments hereunder due to any modification of the Equipment, other action or failure to act by Lessee. If Lessor suffers a Tax Benefit Loss for any reason other than (i) Lessor's sale of the Equipment other than due to a Default, (ii) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or failure to claim such tax benefits in a timely manner or (iii) a change in tax law (including a change in tax rates) that becomes effective after the date of this Lease, then Lessee shall pay to Lessor a lump sum amount that, after the payment of all federal, state and local taxes and using the same assumptions as to tax benefits and other matters Lessor used in originally calculating the Rental Payments will, in Lessor's reasonable opinion, maintain Lessor's net after-tax rate of return and cash flows with respect to this Lease as they would have been enjoyed if such Tax Benefits Loss had not occurred. Lessor will notify Lessee of any claim that may give rise to indemnification under this paragraph but will be under no obligation to contest any such claim. In any event, Lessor shall control all aspects of any settlement and contest and, whether such contest is successful or not, Lessee shall promptly pay all legal fees and other out-of-pocket expenses incurred by Lessor in defending such claim. For purposes of this paragraph. the term "Lessor" includes any member of an affiliated group which Lessor is or may become a member of in the event that consolidated lax returns are filed for such affiliated group for federal income tex purposes. The indemnification provisions of this Section 17 shall continue in full force and effect notwithstanding the expiration or other termination of this Master Lease or any Lease.

18. EVENTS OF DEFAULT. Each of the following is a "Default" under this Lease: (a) Lessee fails to pay any Rent payment or any other payment within 10 days of its due date; (b) Lessee fails to perform any of its other obligations under this Lease or in any other agreement now existing or hereafter made with Lessor or with any of Lessor's affiliates and such failure continues for 10 days after Lessor notities Lessee of it; (c) Lessee becomes insolvent or is dissolved, or Lessee assigns its assets for the benefit of its creditors, or enters (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; (d) any guarantor of this Lease ("Guarantor") dies, does not perform its obligations under the guaranty or any other agreement, now existing or hereafter made with Lessor, or becomes subject to one of the events listed in clause (b) or (c) above, (e) Lessee or any Guarantor consolidates with, merges with or into, or conveys or leases all or a substantial part of its assets to any person or engages in any other form of reorganization, or there is a change in the legal structure of Lessee or any Guarantor, in each case which results, in the sole opinion of Lessor, in a material adverse change in Lessee's or such Guarantor's ability to perform its obligations under the Lease or any Guaranty, respectively, or there is otherwise a change in control of Lessee or any Guarantor; (t) Lessee or Guarantor makes or gives any false or misleading representations or warranties at anytime or in any manner in connection with the Lease; (g) Lessee or any Guarantor shall be in default under any obligation for the payment of borrowed money or the deferred purchase price of, or for the payment of any rent due with respect to. any real or personal property. A Default with respect to any Equipment Schedule shall constitute a Default for all Equipment Schedules and all other agreements with Lessor and its affiliates,

19. REMEDIES. If a Default occurs, Lessor may do one or more of the following: (a) Lessor may cancel or terminate this Lease or any or all other agreements that Lessor has entered into with Lessee; (b) Lessor may require Lessoe to Immediately pay Lessor, as compensation follows of Lessor's bargain and not as a penalty, a sum equal to (i) all unpaid Rent payments for the remainder of the term plus Lessor's anticipated residual interest in the Equipment, if applicable, discounted to present value et a simple interest rate per annum equal to the the discount rate of the Federal Reserve Bank of New York on the Commencement Date of the Lease, plus (ii) all other amounts due or

that become due under this Lease; (c) Lessor may require Lessee to deliver the Equipment to Lessor as set forth herein and terminate use of any software component of the Equipment; (d) Lessor or its agent may peacefully repossess the Equipment without court order and Lessee will not make any claims against Lessor for damages or trespass or any other reason; and (e) remedy such Default, including making repairs or modifications to the Equipment, for the account and expense of Lessee, and Lessee agrees to reimburse Lessor for all of Lessor's costs and expenses: (f) apply any deposit or other cash collateral or sale or remarketing proceeds of the Equipment at any time to reduce any amounts due to Lessor; and (g) exercise any other right or remedy which may be available to Lessor under applicable law. Notice of Lessor's intention to accelerate, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor, or any other notice whatsoever are hereby waived by Lessee and any Guarantor. Interest on all unpaid balances more than thirty days past due shall accrue at the lesser of 1.5% per month, or the maximum rate allowed by law, until paid in full. The exercise of any of the foregoing remedies by Lessor will not constitute a termination or cancellation of the Lease unless Lessor so notifies Lessee in writing. At any sale of the Equipment pursuant to this Section 19, Lessor may bid for the Equipment: Notice required, if any, of any sale or other disposition hereunder by Lessor shall be satisfied by the mailing of such notice to Lessee at least ten (10) days prior to such sale or other disposition. In the event Lessor lakes possession and disposes of the Equipment, the

any such disposition shall be applied in the following order: (i) to all of Lessor's costs, charges and expenses incurred in taking, removing, holding, repairing and selling or leasing the Equipment and/or otherwise enforcing Lessor's rights hereunder; (ii) to the extent not previously paid by Lessee, to pay Lessor for any amounts then remaining unpaid under the Lease (iii) to reimburse Lessee for any sums proviously paid by Lessee as damages hareunder; and (iv) the balance, if any, shall be retained by Lessor. Lessee will remain liable for any amounts that remain due after Lessor has applied such net proceeds. Termination of a Lease under this Section 19 shall not affect Lessee's duty to perform Lessee's obligations under such Lease to Lesser in full. Lessee agrees to reimburse Lessor on demand for any and all costs and expenses incurred by Lessor in enforcing its rights and remedies hereunder following the occurrence of a Default, including, without limitation. reasonable attorney's face, the costs of repossession, storage, insuring, re-letting, selling and disposing of any and all Equipment, all prejudgment and post-judgment actions taken by Lessor and all actions taken by Lessor in any bankruptcy proceeding involving the Lessee, the Equipment and/or any Guarantor and Lessor's internal administration costs. Lessor's remedies under the Lease shall not be deemed exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available at law or equity. Waiver of any default or breach of the Lease shall not be construed as a waiver of subsequent or continuing defaults or breaches.

- 20. LESSEE'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Lessee hereby represents, warrants and covenants to Lessor that with respect to this Master Lesse and each Equipment Schedule executed hereunder.
- (a) If Lessee is a corporation, partnership or other business entity, Lessee (i) is duly organized, validly existing and in good standing under the laws of its state of organization, (ii) is qualified to do business in every jurisdiction in which such qualification is necessary and where the Equipment is located, (iii) has the power and authority to own its properties and carry on its business as now being conducted and to execute and perform this Master Lease and each Lease, and (iv) has duly euthorized the execution, delivery and performance of this Master Lease and each Lease.
- (b) No approval is required from any regulatory body, board, authority or commission, nor from any other administrative or governmental agency with respect to the execution and performance of this Master Lease or any Lease, or if required, such approval has been obtained;
- (c) This Master Lease and each Lease constitutes the legal, valid and binding obligation of Lessee, enforceable in accordance with its terms, and the execution, delivery and performance hereof by Lessee will not violate any provision of any law, any order of any court or of any other

agency of government, or any indenture, agreement or other instrument to which Lessee or any Guarantor is a party, or by or under which Lessee or any Guarantor is bound, or be in conflict with, result in a breach of, or constitute (with due notice and/or tapse of time) a default under any such indenture, agreement or other instrument;

- (d) All balance sheets, statements of profit and loss and other financial data that have been delivered to Lessor with respect to Lessee or any Guarantor (i) are complete and correct in all material respects, (ii) accurately present the financial condition of Lessee and such Guarantor as of the date, and the results of its operations for the periods for which, the same have been furnished, and (iii) have been prepared in accordance with generally accepted accounting principles consistently followed throughout the periods covered thereby, all balance sheets disclose ell known liabilities, direct and contingent, as of their respective dates; and there has been no change in the condition of Lessee or any Guarantor, financial or otherwise, since the date of the most recent financial statements delivered to Lessor with respect to Lessee and such Guarantor, other than changes in the ordinary course of business, none of which changes has been materially adverse;
- (e) No mortgage, deed of trust or other tien of any nature whatsoever which now covers or affects, or which may hereafter cover or affect, any property or interest therein of the Lessee, now attaches or hereafter will attach to the Equipment or in any manner affects or will affect adversely Lessor's right, title and interest therein;
- (f) There are no suits or proceedings panding, or to the knowledge of Lessee, threatened, in any court or before any regulatory commission, board or other administrative governmental agency against or affecting Lessee or any Guarantor, which will have a material adverse effect on the financial condition or business of Lessee or such Guarantor;
- (g) All information concerning the financial condition and business operation of Lessee submitted to Lessor pursuant to this Master Lease or any Equipment Schedule shall be true and correct;
- (h) Lessee will furnish Lessor (a) within one hundred twenty (120) days after the end of each fiscal year, a copy of Lessee's linancial statements for such fiscal year prepared by an independent certified public accountant and (b) within forty-five (45) days after the end of each fiscal quarter, the internal financial statements of Lessee as at the end of such fiscal period, including a balance sheet and income statement, all prepared in accordance with generally accepted accounting principles consistently applied, unaudited but certified to be true and accurate, subject to normal year-end adjustments, by Lessee's principal executive officer or its principal financial officer. In addition, Lessae shall promptly inform Lessor of any Default (as defined herein) or any events or changes in the financial condition of the Lessee which may result in a material adverse change in Lessee's financial condition; and
- (i) Lessee will not change its state of incorporation or organization or its name as it appears in official fillings in the state of its incorporation or organization without giving Lessor at least 10 days prior notice.
- 21. ASSIGNMENT. LESSEE MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR ITS INTEREST IN THIS LEASE. Lessor may, without notifying Lessee, salt, assign, or transfer this Lease and Lessor's rights to the Equipment. Lessee agrees that the new owner will have the same rights and benefits that Lessor has now under this Lease but not Lessor's obligations. The rights of the new owner will not be subject to any claim, defense or set-off that Lessee may have against Lessor. Upon request, Lessee will acknowledge in writing its receipt of notice of any such assignment.
- 22. SEVERABILITY. Any provision of this Master Lease or any Lease which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction, be ineffective to the extent of such prohibition and unenforceable without invalidating the remaining provisions hereof. To the extent permitted by applicable lew, Lessee hereby waives any provision of law that prohibits or renders unenforceable any provisions hereof in any respect.
- 23. NOTICES. All notices, reports, demands and other documents provided for herein shall be deemed to have been given or made when

sent by first class certified mail, return receipt requested or delivered by a nationally-recognized overnight courier, addressed to Lessor or Lessee at their respective addresses set forth in the heading to this Master Lease or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

SIGNATURES: AMENDMENTS: WAIVERS: FAX MISCELLANEOUS. This Master Lease and the Equipment Schedules executed by Lessor and Lessee constitute the entire agreement between Lessor and Lessee with respect to the Equipment. No term or provision of any Lease may be changed, waived, amended or terminated except by a written agreement signed by both Lessor and Lessee, except that Lessor may insert certain information in the Equipment Schedules to conform to facts indicated in the applicable Delivery & Acceptance Certificates, including complete descriptions of Equipment, serial numbers and costs and consequential adjustments to the Rent, and to correct obvious mistakes. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of interest permitted to be charged or collected under applicable law, and any such excess payment will be applied to Rent payments in inverse order of maturity, and any remaining amounts will be refunded to Lessee. If more than one Lessee has signed the Lesse, each of the Lessees shall be jointly and severally liable for performing all of the obligations and duties under the Lease. A fax version of Lessee's signature on the Lease shall be binding upon Lessee as If originally signed; however, the Lease shall be binding upon Lessor when signed by Lessor. Lessor and Lessee agree that the version of the Lease with the Lessor's original signature shall constitute the original authoritative version.

25. UCC ARTICLE 2A; GOVERNING LAW, WAIVERS AND JURISDICTION. Each Lease shall be governed by and interpreted under the internal laws of the State of New Jersey. If Article 2A of the UCC is applicable to the Lease, the Lease will be considered a "finance lease" as that term is defined therein. Lessee acknowledges that Lessee either has a) reviewed approved and received a copy of the supply contract or purchase order or b) received from Lessor the identity of the supplier, been informed that Lessee has certain rights under the supply contract or purchase order, and that Lessee may contact the supplier for a description of those rights. Lessee waives all rights and remedies under UCC Section 2A-508 through 2A-522, including, but not limited to (1) any right to repudiate or

cancel the Lease; (2) any right to reject tender of the Equipment or to revoke acceptance of the Equipment; (3) any right to recover damages for any breach of warranty; and (4) any right to deduct damages resulting from Lessor's default from any amount owing under the Lease. Lessee agrees that if there is a conflict between the Lease and any provision under Article 2A of the UCC Code, the terms of the Lease shall prevail.

IF THE LESSOR OR ITS ASSIGNEE SHALL COMMENCE ANY JUDICIAL PROCEEDING IN RELATION TO ANY LESSEE ARISING UNDER A LEASE MATTER IRREVOCABLY AGREES THAT ANY SUCH MATTER MAY BE ADJUDGED OR DETERMINED IN ANY COURT OR COURTS IN THE STATE OF LESSOR'S OR ITS ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS, OR ANY COURT OR COURTS IN THE LESSEE'S STATE OF RESIDENCE, OR IN ANY OTHER COURT HAVING JURISDICTION OVER THE LESSEE OR THE LESSEE'S ASSETS, ALL AT THE SOLE LESSEE HEREBY DISCRETION OF THE LESSOR **IRREVOCABLY** SUBMITS GENERALLY AND UNCONDITIONALLY TO THE JURISDICTION OF ANY SUCH COURT SO ELECTED BY LESSOR IN RELATION TO SUCH MATTERS. FURTHER, IN ANY LITIGATION ARISING UNDER ANY LEASE, LESSEE VOLUNTARILY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. For security purposes and to help the government fight terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or commercial entity that enters into a customer relationship with the financial institution. For this reason, Lessor may request the following identifying information: name, address, date of birth. Lessor may also ask other questions or request other documents meant to verify Lessee's individual or commercial identity.

26. PARTIES. The provisions of this Master Lease-shall be binding upon, and inure to the benefit of, the assigns, representatives and successors of the Lessor and Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Master Lease to be duly executed, as of the date indicated in the heading to this Master Lease.

All Points Solution, Inc. dba 3i International	NEIGHBORS COBAL HOLDINGS, LLC
By:	By:
Print Name:	PrintName: JOHN DECKUS
Print Title:	Print Title: <u>CFo</u>
Date:	Date: 7-14-16