

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

United States Courts
Southern District of Texas
FILED

OCT 18 2019

In re:

§

David J. Bradley, Clerk of Court

§

Neighbors Legacy Holdings, Inc., et al,

§

Case No. 18-33836, Chapter 11 §

Sohail Alam, **Plaintiff**

Adversary. Proc. No. 19-03442

Neighbors Health, LLC, Neighbors, Tensie Axton,
GP, LLC, EDMG, LLC, Dharmesh Patel, MD,
Michael Chang, MD, Quang Henderson, MD,
Hitesh Patel, MD, Andy Chen, MD, Cyril Gillman,
Setul Patel, MD, Paul Alleyne, MD, Thomas
Gruenert, **Defendants**,

**PLAINTIFF'S EXHIBIT LIST PROVIDED AS A SUPPLEMENT TO HIS
SECOND AMENDED COMPLAINT.**

(in Case # 18-33836 -related to Docket #878, 860, 867; 828, 848, 855, 861, 864, 227, 16)

(in Case # 19-3442 related to Docket #8, 9, 27)

TO THE HONORABLE COURT:

COMES NOW Sohail Alam, ("Alam or "Plaintiff") files this Exhibit List as a supplement to his Second Amended Complaint against Defendants Neighbors Health, LLC, Neighbors, GP, LLC, EDMG, LLC, Dharmesh Patel, MD, Michael Chang, MD, Quang Henderson, MD, Hitesh Patel, MD, Andy Chen, MD, Cyril Gillman, Setul Patel, MD, Paul Alleyne, MD, Thomas Gruenert, and Tensie Axton (Collectively called "Defendants") and would show the Court the following:

INTRODUCTION

1. This Exhibit List is Alam's First Supplement to his Second Amended Complaint.



1833836191022000000000002

2. Defendants have admitted Plaintiff has made multitude of filings. The review of Plaintiff's second amended complaint entitled:

SOHAIL ALAM'S SECOND AMENDED COMPLAINT FOR DECLARATORY JUDGMENT FOR FRAUD, FRAUDULENT INTENT, FRAUDULENT INDUCEMENT, LIBEL, SLANDER, DEFAMATION, AND CONSPIRACY AGAINST DEFENDANTS NEIGHBORS HEALTH, LLC, NEIGHBORS GP, LLC, EDMG, LLC, TENSIE AXTON, DHARMESH PATEL, MD, MICHAEL CHANG, MD, QUANG HENDERSON, MD, HITESH PATEL, MD, ANDY CHEN, MD, CYRIL GILLMAN, SETUL PATEL, MD, THOMAS GRUENERT, AND PAUL ALLEYNE, MD. (in Case # 18-33836 -related to Docket #'s 878, 860, 867; 828, 848, 855, 861, 864, 227, 16] (in Case # 19-3442 related to Docket #'s 8, 9]


shows that the complaint included reference to over 1,000 pages in 14 court filings (docket #'s 878, 860, 867; 828, 848, 855, 86, 864, 227, 16 and 8, 9) that in support contained over 20+ exhibits, either in the form of affidavits, emails, and/or contracts written on defendant's stationary, approved and executed by defendants corporate officers.

3. Defendants are also in possession and have knowledge of all the facts in this case because documents referenced in Alam's complaint are in possession of the defendants. A court is permitted . . . to rely on 'documents incorporated into the complaint by "reference", and matters of which a court may take judicial notice.' *Dosey v. Porfolio Equities, Inc.*, 540 F.3d 333, 338 (5th Cir. 2008) and a court may permissibly refer to matters of public record when deciding a 12(b)(6) motion to dismiss. *Cinel v. Connick*, 15 F.3d 1338, 1343 n.6 (5th Cir. 1994). Under the common law, a trial court can take judicial notice of records of its own court in a case concerning the same subject matter and between the same or practically the same parties. *Gardner v. Martin*, 162 Tex. 156, 345 S.W.2d 274 (1961); A fact of which judicial notice can be taken is "a matter of evidence and knowledge on the part of courts which requires no formal proof." *Harper v. Killion*, 162 Tex. 481, 348 S.W.2d 521, 523 (1961) (quoting *Burtis v. Butler Bros.*, 148 Tex. 543, 226 S.W.2d 825, 830 (1950)).

RELIEF REQUESTED

4. Alam respectfully requests that the Court: (a) take judicial notice of its own court records, and (b) accept the First Set of Exhibit list in support of his claims.

Submitted By:

 ||SD||

Sohail Alam, Plaintiff, Prose

7505 Fannin, Suite 300

Houston, Texas 77054

713-385-7979

samalam2@gmail.com

October 18, 2019

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	
	§	
Neighbors Legacy Holdings, Inc., et al,	§	Case No. 18-33836, Chapter 11
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Sohail Alam, Plaintiff	§	

Adversary Proc. No. 19-03442

Neighbors Health, LLC, Neighbors, Tensie Axton,
GP, LLC, EDMG, LLC, Dharmesh Patel, MD,
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Hitesh Patel, MD, Andy Chen, MD, Cyril Gillman,
Setul Patel, MD, Paul Alleyne, MD, Thomas
Gruenert, **Defendants**,

PLAINTIFF'S FIRST SET OF EXHIBIT LIST

TAB	DATE	DESCRIPTION	COMMENTS
Ex 1	12/15/2015	Start of Telehealth Negotiations; Girish Capital Holdings	Setul
Ex 2	9/16/2016	Letter of Intent; Alam to have 90% control; Neighbors to invest \$400,000	Setul
Ex 3	7/29/2016	Setul/NH prepared Business & Financial Plan; NH has built very successful business; NH to form newco; NH 70% - Alam 30%; purpose of newco to serve NH; NH to pay newco \$10,000 per telehealth installation; NH to provide capital of \$400,000	Setul; Board; Gruenert
Ex 4	1/27/2017	@ 1:53pm Email from Alam's lawyer are the docs were ready; @ 4:54pm email from Kellie/Gruenert Yes. Pick up docs with signature pages from security guard downstairs before 7pm	Davis, Gruenert, Kelly
Ex 5	3/8/2017; 3/28/2017	Alam email to Gruenert discussing legal documents without Alam's lawyer; Gruenert receive call from Alam's lawyer; surprised; later Alam praising Gruenert's fairness in the transactions	Gruenert; Alam
Ex 6	4/1/2017	5 Year Employment Agreement; non-terminable; offer Alam guarantee of \$10k/mo	Setul
Ex 7	4/1/2017	Contribution Agreement; acknowledge newco as NH affiliate; "NH agreement to capitalize newco; Alam to be retained by EDMG" ; and Alams \$650,000+ expenses;	Setul
Ex 8	4/2017	After acknowledging \$650k investment from Alam; Setul took \$170,000 from Alam's account to give himself and Popat 160 shares and Gruenert 10 shares for free; theft	Setul
Ex 9	4/1/2017	Transfer NH interest to Neighbors GP, LLC owne by Paul Alleyne	Setul
Ex 10	4/1/2017	NH signs Software License Agreement; includes source code and rights to copy the software	Setul; Popat

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

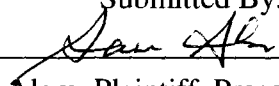
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Neighbors Health, LLC, Neighbors, GP, LLC,
EDMG, LLC, Dharmesh Patel, MD, Michael
Chang, MD, Quang Henderson, MD, Hitesh
Patel, MD, Andy Chen, MD, Cyril Gillman,
Setul Patel, MD, Paul Alleyne, MD Tensie
Axton, Tom Gruenert,
Defendants,

Certificate of Service

I hereby certify that on October 18, 2019, I served a true and correct copy of the First Supplement containing the Exhibit List via the efile system to the address listed below:

Submitted By:

Sohail Alam, Plaintiff, Prose
7505 Fannin, Suite 300
Houston, Texas 77054
713-385-7979
samalam2@gmail.com

Ms. Christie Mishew Lewis,
Moyer Lewis & Patton
11767 Katy Fwy, Suite 990, Houston, TX 77079
clewis@mlpllp.com
Counsel for Dr. Dharmesh Patel

Mr. James G. Munisteri,
Foley Gardere,
1000 Louisiana, Suite 2000,
Houston, Texas 77002
jmunisteri@foley.com
Counsel for Dr. Michael Chang, Andy Chen,

Hitesh Patel, Quang Henderson
Mr. Scott J. Davenport
Davenport Law Firm, PC
4306 Yoakum Blvd, Suite 500,
Houston, Texas 77006
scottd@davenport-law.com
Counsel for Dr. Setul Patel

Ms. Elise Susanne Miller,
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712 Main Street, Suite 1100,
Houston, Texas 77010
emiller@stuartpc.com
Counsel for Drs. Cyril Gillman, Paul Alleyne

Mr. Thomas G. Gruenert
P.O.Box 1279,
Manvel, Texas 77578
tgruenert@gruenertlawgroup.com
Counsel for Thomas Gruenert

Mr. John F. Higgins
1000 Main Street, 36th Floor,
Houston, Texas 77002
jhiggins@porterhedges.com
Counsel for Debtors and Tensie Axton

Ex 11	3/5/2019	Email from Chad Shandler acknowledging possession of data, documents and software stored on NH servers; refusing to turn over the software to Alam	Shandler
Ex 12	7/18/2018	Shandler's affidavit acknowledging NH's demise and downfall; specifically in September 2016, and May 2017. Exactly the time NH requesting Alam to invest \$650k; withheld NH's bankrupt entity status from Alam	Shandler
Ex 13	12/14/2018	Alam letter to Judge Isgur that NH was a botched bankruptcy; and made in bad faith;	Alam
Ex 14	4/1/2017	Company Agreement; assigned Alam duties of the President	Setul
Ex 15	4/1/2017	Administrative Service Agreement in perpetuity; no-money requirement except out of pocket expenses; designed to siphon \$400,000 from NH; was it stealing from NH; bad faith confirmed	Setul
Ex 16	5/22/2017	Why? this Amendment to the Administrative Services Agreement; still no reference to money requirement except out of pocket expense; also designed to siphon \$400,000 from NH - bad faith	Setul
Ex 17	9/7/2018	Davenport "illegally" hired as NTH's lawyer with legal duty as fiduciary to NTH; No. Davenport's interest is Setul Patel not NTH	Davenport
Ex 18	4/23/2018	Setul wants Alam terminated. Gruenert - termination requires unanimous consent; Davenport - Alam has done nothing wrong; Alam still terminated	Setul
Ex 19	7/19/2016	Alam sharing his book of business; Alam was not hungry to make bad deal with NH	Alam
Ex 20	7/19/2018	Alam letter to Setul; you have no jurisdiction in NTH; he had resigned as member of the board	Alam
Ex 21	4/27/2018	Email to Setul; Alam accepted his resignation from NTH's Board; Recorded minutes of Setul resignation	Alam
Ex 22	6/25/2018	Gruenert acknowledges his termination as counsel to NTH; acknowledges Setul's resignation from NTH board	Gruenert
Ex 23	10/12/2018	STAGING LAWSUIT; Setul requesting Davenport for Alam to Non-Suit before negotiations; want to expedite the dropping of the suit by withholding vendor payments; extortion; NTH closed	Setul
Ex 24	8/6/2018	Setul and Gruenert "unilaterally" without jurisdiction closed NTH	Setul
Ex 25	7/11/2018	Setul, Gruenert conspiring to shut down NTH; transferred credentials to Setul new company; Gruenert assisted	Setul; Gruenert
Ex 26	4/23/2018	Alam terminating Gruenert as counsel to NTH; sent a Cease & Desist letter; requested accounting for the missing \$170,000 from his investment account	Alam
Ex 27	10/22/2018	Gruenert orchestrating plans to remove Alam and file suit against "crazy Sam"; "requesting Setul to become a part of Telehealth 2.0"	Gruenert
Ex 28	7/29/2018	Gruenert email acknowledging: NTH was a Neighbors Affiliate; Setul wanted NTH to be a Neighbors project; Neighbors worked on NTH capitalization; Neighbors Board agreed to own NTH ; later when they changed their mind the deal was done; Alam understanding NH would own NTH; when Neighbors "first" discussed to get paid for Administrative Services; Alam	Gruenert; Setul; Shandler; Axton; Higgins

		complained of FRAUD; Gruenert writes: Sam is certifiably insane	
Ex 29	7/28/2018	Email from John Higgins (debtors counsel) to Chad Shandler acknowledging Alam's lawsuit for FRAUD; with first-hand knowledge and information from Shandler and Gruenert: NTH was Neighbors Affiliated Company; NH was to invest \$400,000 dollars into NTH; when asked for the pay back of the \$400,000 Alam complained of Fraud because that was NOT the Agreement; Board approved to owning NTH; Board had knowledge of NH's financial demise. Higgins despite knowledge of facts directly from "debtors chief counsel" in September 2018 sought rejection of the Administrative Services Agreement accused NTH/Alam owing \$490,000. Why?	Gruenert; Shandler
Ex 30	9/10/2018	Email from Alam to Setul: Sad day, you know my wife is suffering from Cancer; Walgreens did not fill her Cancer medicine; you cancelled Alam's health insurance; intentional infliction of emotional distress	Alam

Exhibit 1

📧 Reply all | ▼ 🗑 Delete Junk | ▼ ...

RE: Meeting



Brooke Hassler <bhassler@girishcapital.com>

Thu 12/3/2015, 9:30 AM

Sam Alam ✉

📧 Reply all | ▼

Inbox

To help protect your privacy, some content in this message has been blocked. To re-enable the blocked features, click here.

To always show content from this sender, click here.

Hi Sam,

Just confirming our meeting today at 10am. This will be in Dr Patel office at 11200 Broadway Street, Suite #2320 Pearland, TX 77584.

Thank you,

Brooke Hassler
Executive Assistant

Mobile 281.414.7802
Office 713.513.5797

11150 Broadway, Suite 100, Pearland, TX 77584

GirishCapital.com

On Nov 10, 2015 11:01 AM, "Sam Alam" <sam@drisonline.com> wrote:

Brooke: Sure, I will put it on my calendar. Meanwhile, if the schedule changes – we can be available on 30 mts notice. Thanks, Sam

From: Brooke Hassler [mailto:bhassler@girishcapital.com]




Sent: Tuesday, November 10, 2015 10:59 AM

To: Sam Alam

Subject: Meeting

Hey Sam,

I am writing on behalf of Dr. Setul Patel.

Reply all |   Delete Junk |  ...



Dr. Patel forwarded me the email you sent him requesting a meeting about your TeleHealth Solutions project. Would you be available to meet Thursday 12/3/15 at 10AM? I know it is a little far out but unfortunately Dr. Patel is traveling a lot in the next couple weeks.


Please let me know if this will work for you.

Thank you!

Brooke Hassler

Executive Assistant

 phoneicon 281.414.7802  faxicon
713.513.5797

 staricon 11150 Broadway, Suite 100,
Pearland, TX 77584

 arrowicon GirishCapital.com

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Version: 2015.0.6173 / Virus Database: 4457/10970 - Release Date: 11/09/15

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Version: 2015.0.6176 / Virus Database: 4477/11099 - Release Date: 12/01/15

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From: Sam Alam
Sent: Sunday, December 06, 2015 12:14 PM
To: 'spatel@girishcapital.com'
Subject: TeleHealth Solution

Setul: Thank you for taking the time to meet with Alyssa and I.

I did not know your interest in TeleHealth when I set that meeting. I WANT to do business with you. Here is where I am:

1. The product is beta tested and ready for market; most comprehensive in the market today
2. Plan is to go after low hanging fruits; 24 hour ED's, Medicare CCM program; pays \$42 pmpm; Medicaid school based program; \$41/online visit; and ACO's
3. Elite Surgical Affiliates, Lori Ramirez, wants equity interest in Drisonline
4. [Bioscience-sa.com/EtganHealthcare.com](mailto:sa.com@EtganHealthcare.com) wants an exclusive contract to market Drisonline under a private label in the middle east (SA, UAE, Kuwait, etc)
5. For 2016 - I estimate that if we spend \$400k in the first 8 months; we will recover most of it by year end; I also expect the company to generate \$30 to \$40 million in the next three to four years.

I know the market, the product, the potential, and the win for your shareholders. I will send you our business plan, and PPM and let's talk.

Sam Alam, MHA, CHC
Board Certified Healthcare Consultant

 7505 Fannin, Suite 312
 Houston, Texas 77054
 713-777-7737 Phone
 713-385-7979 Cell
 713-777-7747 Fax
www.drisonline.com
sam@drisonline.com



Re: meeting

 Reply all |  Delete |  Junk |  ...

1000 A MOUNTAIN VIEW BLVD
 Houston, Texas 77054
 713-777-7737 Phone
 713-385-7979 Cell
 713-777-7747 Fax
www.drisonline.com
sam@drisonline.com

From: Rajan Popat [<mailto:rpopat1@gmail.com>]
Sent: Wednesday, December 16, 2015 12:37 PM
To: Sam Alam
Subject: meeting

Sam

It was nice speaking to you yesterday. Can we set up an introductory meeting to go over your product? Please let me know if any of these times work for you.

Thursday around 2 or 3 pm
 Friday before 11am
 Monday around 1:30 or 2pm.

Thank you very much.

Raj

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 Version: 2015.0.6176 / Virus Database: 4483/11182 - Release Date: 12/15/15

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 Version: 2015.0.6176 / Virus Database: 4483/11182 - Release Date: 12/15/15

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COMMERCIAL REAL ESTATE

Exclusive: Houston health company relocates HQ to west Houston



Dr. Setul Patel, CEO of Neighbors Health System

By Joe Martin
Reporter, Houston Business Journal
Apr 15, 2016, 3:16pm EDT

1 OF 3 ARTICLES REMAINING To continue [Create a FREE account](#) or Sign in

Houston-based Neighbors Health System plans to relocate its corporate headquarters and consolidate its other offices to a west Houston location, which is expected to open in July.

Neighbors, a Houston Business Journal Best Places to Work honoree, will occupy around 100,000 square feet of Class B office space at 10800 Richmond Ave. The new headquarters will initially hold 200 employees, with the ability to expand to 500 when needed, said Dr. Setul Patel, CEO for Neighbors Health System.

Currently, Neighbors has several offices around the greater Houston area, including its Pearland headquarters, that service its free-standing emergency rooms throughout the country. The reasoning for the consolidation is to create a more campus-like feel for the corporate HQ, Patel said.

Colliers represented Neighbors on the HQ search and will also help the free-standing ER company to sublet its existing locations. Neighbors moved into the Pearland location in February 2015. The 5-story building is managed by Capital Realty Group.

Neighbors Health System has been consistently expanding its footprint outside Houston. It's begun to build free-standing ERs in Austin, El Paso and Midland. On top of those locations, Neighbors has also broken ground on several sites in Colorado and recently received approval to begin building out locations in Rhode Island, Patel told the HBJ.

RELATED CONTENT

2015 40 Under 40 honorees ready to hit Houston with their best shot 



1 OF 3 ARTICLES REMAINING

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Howdy, Neighbors!

Chief Emergency Center Officer: Neighbors Health CEO (or chief executive officer) Setul Patel, M.D., aims to change how people access health care.

This summer, Westchase District welcomed new neighbors... Neighbors Health System, that is. The parent company of Neighbors Emergency Centers has occupied the entire building at 10800 Richmond Avenue. Relocating from Pearland, the company's new 100,000 square-foot headquarters initially will hold about 200 employees with room for expansion. Dr. Setul Patel, chief executive officer of Neighbors Health, said it's the next step in the evolution of a rapidly-growing company that's opening freestanding emergency rooms throughout the country.

ER = expanding rapidly

Neighbors was founded in 2008 by a group of eight emergency physicians who believed they could provide a more personalized experience than in the traditional hospital emergency room. "Our physicians spend way more time with their patients than with other ER doctors at busy hospitals," Patel said.

Beginning with a single facility in Bellaire, Neighbors now has grown to 29 locations in Texas alone (nine in Houston), with new sites opening in Colorado and Rhode Island. Last year, the Houston Business Journal named Neighbors the fourth fastest growing business in Houston. "There are about 600 freestanding emergency rooms in the country versus 10,000 urgent care. Want the latest District news?"

new concept," Patel said. "Urgent care centers aren't licensed or regulated by the state while we are. We provide a higher level of trauma and emergency care and we're able to take some of the pressure off hospital ER rooms while still referring appropriate cases to them."

Neighbors Emergency Centers accept most major health insurance plans, though they don't accept Medicare and Medicaid. In an era of declining reimbursements, how does Neighbors stay profitable? "We're leaner with our resources," Patel said. "For example, we won't purchase a \$3 million CT machine when a \$1 million one will work for what an ER needs. We train our nursing staff to run labs so we don't have the overhead of an additional lab technician. We require less volume to sustain ourselves."



New Neighbors: 10800 Richmond Avenue was recently 100 percent leased by

Neig

Want the latest District news?

Patel said Neighbors also has a unique business model that allows qualified ER docs the opportunity to become shareholders in the organization. "The American dream of business ownership is available to emergency physicians in a turnkey package to our partners," Patel said.

The right address

So why did Neighbors Health decide to relocate to Westchase District? "I think Westchase District is an outstanding business environment with lots of great office buildings," Patel said. "We're right near Richmond at the Beltway, so there's great access to airports and major roads. Also, as we become a larger, more prominent company, I think ZIP code and address is important. Couple an attractive area with a building that met our needs and I think it was a good business decision to relocate."

Patel equipped the building with a mock trauma area complete with patient rooms in which doctors and nurses can train. "It closely resembles the layout of the architecture of one of our freestanding ERs," he said. "It's designed to help staff manage patient flow and streamline protocol for maximum efficiency."

"Another unique thing about our building," he continued, "is there are five floors and each one reflects one of our five core values – the heart, the spark, the guardian, the smile and the window. Each floor is themed with colors and messages that correspond to a core value. We saw it as a unique opportunity to communicate our culture from an environmental standpoint and I think we've done it tastefully."

Neighbors' corporate culture, Patel said, is important to him. "For the last four years we've ranked in the Houston Chronicle as one of the top workplaces for mid-sized companies. Entrepreneur magazine ranked us #16 in the country for top workplace cultures. Everyone in the company is excited about getting into these newer markets and spread the gospel of what we're doing. We're about changing medicine, about the way that people access health care."

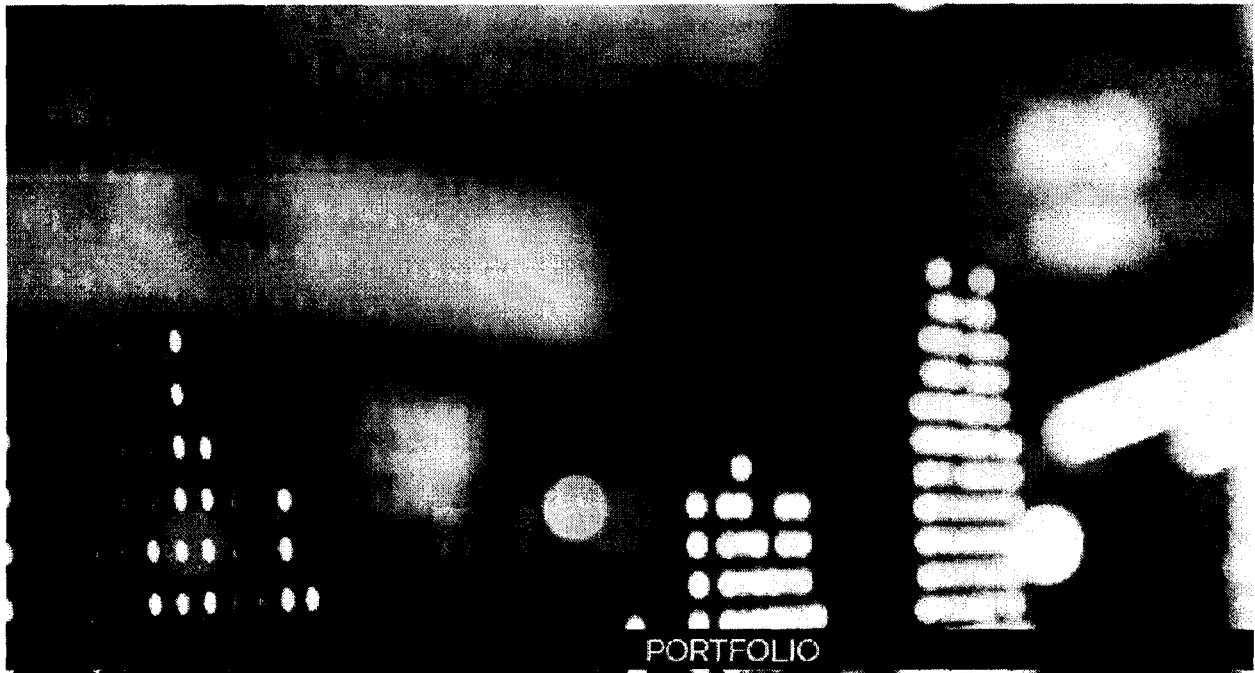
Neighbors Health
10800 Richmond Avenue

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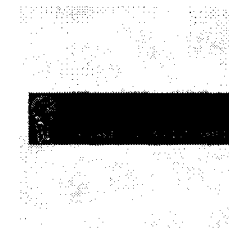
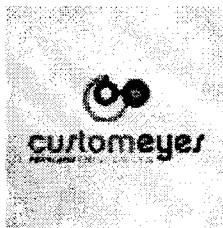
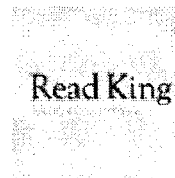
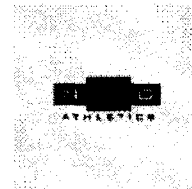
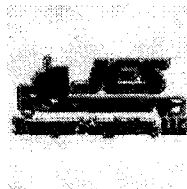


Exhibit 2

CONFIDENTIAL LETTER OF INTENT

September 1, 2016

Mr. Sam Alam
Drisonline.com, Inc.
7505 Fannin, Suite 312
Houston, Texas 77054

Re: Terms of Proposed Transaction

Dear Mr. Alam:

On behalf of the entire team at Neighbors Health, LLC ("Neighbors"), a Texas limited liability company, I am excited to be able to set forth in this correspondence proposed terms for a transaction under which Neighbors and Drisonline.com, Inc. (the "Company") shall contribute assets and working capital to Neighbors Telemedicine Services, LLC ("Neighbors Telemedicine") with the goal of implementing a viable, profitable telemedicine business that will operate out of one or more of Neighbors' free standing emergency center locations (the "Transaction"). Neighbors and the Company are each referred to herein as a "Party" and collectively as the "Parties." The Board of Directors and the management team at Neighbors believe that the proposed Transaction presents the opportunity for Neighbors and the Company to expand the availability of easily accessed, affordably priced medical services in Texas and throughout the United States.

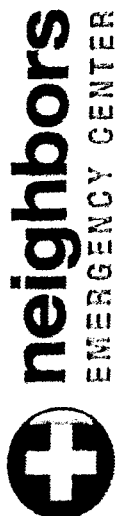
This Letter of Intent (this "LOI") sets forth the proposed material terms of the Transaction. Except as noted specifically herein, the terms set forth in this LOI are not binding, and neither Neighbors nor the Company shall be bound to such terms except upon the execution of definitive agreements (those terms included in this LOI that shall remain binding on the Parties are set forth in the section entitled "Covenants of the Parties" below).

- A. The Transaction:** The Company will contribute all or substantially all of its assets to Neighbors Telemedicine. Neighbors shall contribute not less than \$400,000 in working capital to Neighbors Telemedicine and shall utilize such assets and the Company's personnel to develop Neighbors Telemedicine's initial Telemedicine business, subject to the terms of a mutually formulated "Initial Strategic Plan." The Parties' respective obligations regarding the capitalization of

neighbors
EMERGENCY CENTER



CORPORATE OFFICE
phone 713 456 5100
fax 713 456 5100
11200 Broadway St
Ste. 2100
Pearland, TX 77584
www.neighborshealth.com



CORPORATE OFFICE
phone 713.416.5700
fax 713.416.5710
11700 Broadway St
Ste 2100
Pearland, TX 77584
www.neighborscenter.com

Neighbors Telemedicine shall be set forth in a Contribution Agreement acceptable in form to Neighbors and the Company.

B. Ownership and Governance of Neighbors Telemedicine

Ownership:

Neighbors Telemedicine shall have two classes equity: 33 shares of class A common stock, and 67 shares of Class B common stock. The Class A common stock shall be allocated as follows: 30 shares to Sam Alam, and 1 share each to Dr. Raj Popat, Dr. Setul Patel and Neighbors Health, LLC. The 67 shares of Class B common stock shall be allocated among qualified investors who invest in the Company at the price of \$7,000 per share.

Governance:

Neighbors Telemedicine shall have a Governing Board of Directors consisting of three (3) Directors. The initial Directors shall be Dr. Setul Patel, Dr. Rajan Popat and Sam Alam.

Certain material transactions ("Major Decisions") will require the unanimous vote of the members of the Governing Board of Directors. The Major Decisions shall be set forth in the Operating Agreement (as defined below), and shall include at minimum the following:

1. Incurrence of debt in excess of \$5,000;
2. Admission of new members;
3. Call for additional capital contributions;
4. Transfers of membership interests;
5. Amendment of the Operating Agreement;
6. Revisions/amendments to the Initial Strategic Plan;
7. Asset sales, issuance of equity, mergers, reorganizations, and other strategic transactions; and
8. Dismissal of any officer or Governing Board member.

Management:

Management of the LLC will be reserved to the Governing Board of Directors. The Governing Board of Directors shall have the discretion to appoint officers to carry out some or all of the

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daily management responsibilities for Neighbors Telemedicine.

Operating Agreement:

The specific terms of the Parties' agreement regarding the capitalization and operation of Neighbors Telemedicine shall be governed by a LLC Operating Agreement (the "Operating Agreement") mutually acceptable to Neighbors and the Company.

C. Capital Contributions:

Under the terms of the Initial Strategic Plan, Neighbors shall make an initial capital contribution of \$400,000 and the Company shall contribute all or substantially all of its assets. The initial capital contribution of Neighbors shall be allocated to pay startup, research and development, proof of concept activities and salaries for Neighbors Telemedicine employees. Absent its written agreement to the contrary, Neighbors shall not be obligated to make any additional capital contribution to Neighbors Telemedicine.

The Initial Strategic Plan and the Operating Agreement shall include appropriate provisions for member loans, financing guarantees by the members and other contributions from the members that may be required from time to time.

D. Transfers of Membership Interests:

A transfer of its membership interests by any of Neighbors Telemedicine's members would be a Major Decision requiring supermajority approval by the Governing Board of Directors. Additionally, the Operating Agreement shall include appropriate tag-along and drag-along provisions governing a member's disposition of its LLC membership interests in a strategic transaction.

E. Employees:

It is contemplated that Neighbors Telemedicine shall engage one (1) or more of the existing employees of the Company, on terms


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access to such information, and who agree to maintain such information as confidential, any information that is disclosed to them by the opposite Party relating to the opposite Party's business, personnel, financial condition, strategic plans and all other facets of such Party's business (collectively the "Confidential Information"). This obligation shall remain binding upon the Parties for a period of twenty-four (24) months from the date on which this LOI is executed by both Parties. The foregoing notwithstanding, no information disclosed by a Party will constitute Confidential Information if such information (i) is in the public domain, (ii) has been developed by the receiving Party through independent sources that are not under confidentiality obligations to the disclosing party, or (iii) was made available by the disclosing Party without restriction to the public, media, social media or persons other than the receiving Party.

Non-Solicitation: The Parties acknowledge that, in the process of working together to build the Initial Strategic Plan and consummate the Transaction, they will be acquainted with and work closely beside one another's personnel. Accordingly, the Parties agree that they shall not solicit any officer, employee, consultant, vendor or business party of the other Party to change its or their existing business relationship with such Party. This obligation shall remain binding upon the Company and Neighbors for a period of twenty-four (24) months from the date on which this LOI is executed by both Parties.

H. Non-Disclosure:

This LOI is intended exclusively for the principals of the Company and their advisors. The terms and provisions described herein must not be disclosed to anyone but the intended Parties.

I. Due Diligence:

The Parties agree that, subject to the terms of appropriate confidentiality agreements, they shall provide one another commercially reasonable access to their Confidential Information sufficient to enable the Parties to

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complete the Initial Strategic Plan and determine the specific financial terms of the Transaction. The Parties agree that they shall return or destroy, and certify such return or destruction, of the opposite Party's Confidential Information upon receipt of a written request received from the disclosing Party.

J. Transaction Costs:

Each Party is responsible for the fees of its own counsel and other costs applicable to the Transaction.

K. Additional Provisions:

This LOI may be signed in multiple counterparts and delivered electronically or by facsimile. Each counterpart shall be deemed an original, but all counterparts together shall constitute one and the same LOI.

L. Governing Law:

Texas

M. Term/Expiration:

This LOI shall expire if not executed by the Company and Neighbors on or before September 10, 2016 (the "LOI Termination Date").

N. Consulting Agreement:

Neighbors Telemedicine shall enter into a Consulting Agreement with Sam Alam which shall apply during the interim period after this LOI has been executed by the parties. The Consulting Agreement shall provide for Mr. Alam to perform business planning and marketing services for Neighbors Telemedicine in exchange for a monthly consulting fee of \$10,500.00. This Consulting Agreement shall commence as of an effective date of September 1, 2016 and shall terminate on the earlier to occur of the date on which definitive agreements are signed by the parties or the LOI Termination Date.

The Parties hereto acknowledge that this LOI does not contain all matters upon which an agreement must be reached in order for the Transaction to be consummated. Further, among other conditions specified herein or otherwise agreed to by the Parties, the obligations of the Parties hereto to consummate the Transaction are subject to the negotiation and execution of



the Transaction Documents described above. Accordingly, this LOI is intended solely as a basis for further discussions and is not intended to be and does not constitute a legally binding agreement; provided, however, that the provisions set forth in the section titled "Covenants of the Parties" above and this paragraph shall be binding upon the Parties hereto and, together with the final sentence of the Section titled "Due Diligence," and shall survive the termination or expiration of this LOI.

[Signature Page to Follow]

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Accepted and Agreed to by the Parties, to be effective as of ^{Sept}~~July~~ 1, 2016.

DRISONLINE.COM, INC.

By: *Sam Alam*
Sohail "Sam" Alam, Director

Neighbors Health, LLC

By: _____
Setul Patel
President and Chief Executive Officer

Accepted and Agreed to by the Parties, to be effective as of ^{Sept}~~July~~ 1, 2016.

DRISONLINE.COM, INC.

By: _____
Sohail "Sam" Alam, Director

Neighbors Health, LLC

By: _____
Setul Patel
President and Chief Executive Officer

neighbors
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A Division of Neighbors Health


Exhibit 3

Fwd: TeleMedicine Presentation

Raj Popat <rpopat1@gmail.com>

Fri 7/29/2016 6:02 PM

To: Sam Alam <sam@drisonline.com>;

 16 attachments (8 MB)

NEC_Logo_Final-04.png; ATT00001.htm; 1.png; ATT00002.htm; 2.png; ATT00003.htm; 3.png; ATT00004.htm; 4.png; ATT00005.htm; 5.png; ATT00006.htm; NEC_Telemed_Slides_Popat_v2.pdf; ATT00007.htm; NH_Popat_Links_v2.pdf; ATT00008.htm;

Begin forwarded message:

From: Cynthia Mathew <cmathew@nec24.com>

Date: July 29, 2016 at 4:48:08 PM CDT

To: Rajan Popat <rpopat1@gmail.com>, Rajan Popat <rupopat@nec24.com>, Thomas Gruenert <tggruenert@nec24.com>

Cc: Setul Patel <spatel@nec24.com>

Subject: TeleMedicine Presentation

Hello All,

Attached is the "neighborized" business plan and presentation, please let me know if you have any questions or concerns.

Dr. Popat, I do not have Sam's email address do you mind sending this to him?

Thank you,



BUSINESS PLAN

Neighbors Telehealth Services, LLC

August 2, 2016

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- 3) Executive Summary
- 4) Vision and Mission Statements
Company Profile and Structure
- 5) Opportunities
The Solutions
- 6) The Competition
Why Us?
Markets and Trends
- 8) Strategies
- 9) SWOT analysis
- 10) Projections
- 12) Appendices

Appendix A: Letter of Intent between Neighbors Health and Dr. Is Online

Appendix B: CV of Sam Alam, founder of Dr. Is Online

Appendix C: CV of Rajan Popat, MD, Director of Telehealth Services

Appendix D: Cost of Software Development – Dr. Is Online

Appendix E: Scope of Work by Franklin Data – Evaluation of Dr. Is Online on behalf
of Neighbors Health

Appendix F: White Paper – 2016 Telemedicine Trends



Neighbors Telehealth Services, LLC

EXECUTIVE SUMMARY

Over the past 8 years, Neighbors Health has built a very successful and highly regarded model of delivering emergency medical care. Simultaneously, the telehealth industry has realized an inflection point in the growth of the industry. Neighbors Telehealth Services (NTS) is poised to take advantage of both of these opportunities. NTS will develop a robust telehealth model that will not only help our NEC patients, but implement telehealth business models that will help all patients, while returning value to its stakeholders.

The NTS team is comprised of Neighbors Health and Sam Alam, creator of the "Dr. Is Online" HIPAA compliant web based telehealth platform. Governing members will be Setul Patel, CEO, Sam Alam, creator of "Dr. Is Online," and Rajan Popat MD, Director of Telehealth Services. Funded by Neighbors Health, NTS's telehealth models will initially serve to augment the NEC core business. Using telehealth technology, we will provide an even higher level of service to our patients and establish relationships with outpatient providers in the vicinity of each NEC/region. A video call back model coupled with a telemedicine consults to our patients will accomplish this. Though these will not directly generate revenue, we realize the return will be in customer satisfaction and ultimately increased traffic into our NECs. This will subsequently give us an additional competitive edge in the emergency medicine market.

Other models in the pipeline will serve as independent revenue generating models that will also make lives better. With the recent passage of House Bill 1878 in the Texas Legislature, public school students throughout Texas are now covered for school telehealth visits via the CHIP program. Mr. Alam brings to NTS expertise and relationships that will facilitate our entry into the school telehealth market. With 25 active NECs in Texas, opportunities also exist to leverage this supply of providers to offer telemedicine services, most likely in the form of telemedicine emergency triage. Other concepts such as the telemedicine wellness kiosk and the virtual remote office will be deployed once the above described models have been optimized. In addition, buy-in to the concept of telemedicine as a healthcare delivery tool from patients and outpatient providers will be a prerequisite for the success of these community telemedicine venues.

Barriers to telehealth implementation are slowly disappearing, thanks to governing and legislative bodies that are realizing that telehealth improves lives and decreases costs. Other FSED's and healthcare entities have entered the telemedicine arena already. Some of our proposed telehealth models are not unique, however, with the support and infrastructure that Neighbors Health provides, it is expected that NTS will see the same success as the NEC.

Telemedicine has proven itself a healthcare delivery tool that increases patient satisfaction and decreases cost. NTS will take advantage of the Neighbors Health infrastructure and the growing popularity of telemedicine to continue to make lives better.



VISION

To make lives better using telehealth technology.

MISSION

Neighbors Telehealth Services will redefine the way healthcare is delivered. We will use telehealth technology to introduce novel, sustainable, scalable, reliable, and efficient methods to improve the quality of healthcare. Through various telehealth delivery models we will use telehealth technology to improve the lives of patients

COMPANY PROFILE AND STRUCTURE

Neighbors Telehealth Services, LLC (NTS) was established in May of 2016 under the umbrella of Neighbors Health. What started as a "what if we..." 17 months ago has now developed into the next disruption in healthcare delivery pioneered by Neighbors Health. NTS is a union of Neighbors Health and Sam Alam, creator of the "Dr. Is Online" telehealth portal with which all telemedicine applications will operate. By bringing Mr. Alam's comprehensive and unique web based, HIPAA compliant telehealth platform into NTS, we have realized a unique opportunity efficiently deploy a telemedicine program. Standard turnkey software subscription models can be difficult, if not impossible, to customize and scale quickly. Not only does Mr. Alam bring his platform, but he also brings his experience, knowledge, and relationships.

NTS will initially serve to augment the core business of Neighbors Health: the NEC. In addition, NTS will develop various self-sustaining telemedicine business models. Ownership of NTS will be held by Neighbors Health and affiliates (70%) and Sam Alam and affiliates (30%). The Governing Board of Directors will consist of Setul Patel MD, CEO of Neighbors Health, Sam Alam, owner of "Dr. Is Online," and Rajan Popat MD, Director of Telemedicine. Each member will have equal voting rights. Initial capital contribution of \$400,000 will be provided by Neighbors Health. NTS will start with two full time employees whose expertise will be programming and coding.

Even before the first pilot is launched, benchmarks, key performance indicators and outcome measures are being developed. Long term success will depend on accreditation by the Joint Commission and the American Telemedicine Association, for which preparations are already being made. Taking advantage of the battle tested Neighbors Health infrastructure, NTS will be successful. The corporate suite, IT, legal, marketing, credentialing, finance, operations, nursing, and the physician group have all bought in to the concept and are all vital to the success of our telemedicine program.



OPPORTUNITIES

1. As emergency physicians, we have a responsibility to our patients to provide quality, efficient, and timely care. We are able to meet these requirements when the patient is in our NEC. Once the patient is discharged, the follow up instructions/plan may not be executed as recommended. Reasons for this vary, however, the consequences can be catastrophic. Once the patient leaves our NEC, the patient enters a period of vulnerability and the patient and their families are left to navigate what the provider assumes to be a simple plan. Instructions such as:

- 1) "follow up with the specialist"
- 2) "change your dressing daily",
- 3) "return if not improving or worsening"

seem straight forward to the healthcare provider however to the patient this can lead to angst and uncertainty.

2. Telemedicine promotes accessibility to healthcare. Barriers such as distance, availability of services, and patient mobility limitations can all be eliminated with telemedicine. Reimbursement, bandwidth, and licensure issues have previously impeded the growth of the telemedicine industry however these issues are actively being addressed by the industry, governing bodies (medical boards) and legislative bodies. As more and more healthcare entities adopt the use of telemedicine, opportunities arise to help the patients and providers who stand to benefit. NTS, with the support of Neighbors Health and the diligence of its leaders, is in a position to fulfill the needs of the exploding telemedicine landscape.

SOLUTIONS

Through various applications of telemedicine, NTS will improve the healthcare delivered to patients. Proposed models are divided up into two applications; those that serve our NEC patients and those that are intended to generate revenue.

NEC patient centered models for telemedicine delivery include:

- 1) A Video Call Back model (VCB) that will allow discharged NEC patients the opportunity to connect to an NEC provider for any questions or concerns about their NEC visit.
- 2) Connecting NEC patients in need of specialty care (e.g orthopedics, urology) to consultants while they are still in the NEC.

Revenue generating models include:

- 1) Providing physician coverage to school based telehealth programs,
- 2) Leveraging the technology, personnel, and expertise of the NTS team in ways that can improve the lives of patients domestically and internationally,
- 3) Development of highly visible telemedicine venues in the community.

The two examples of these venues are the wellness kiosk and the virtual remote office (ViRO). Development and placement of "wellness kiosks" in the community to enable the public to use telehealth to improve their own health. The kiosks would be patient driven, content based machines that would provide wellness resources. In addition, these kiosks would have the ability to connect to providers for non-acute healthcare matters. 3) The Virtual Remote Office (ViRO) would function as a remote access point for the patient and a satellite office for the provider. Every healthcare practice could stand to increase efficiency and optimize the use of its resources.

The ViRO would have several functions:

- 1) by strategic placement in storefront retail settings, they would serve as an easy point of access to their physician,
- 2) by diverting patients that are telemedicine appropriate and have lower profit margins to the ViRO, the outpatient provider can increase efficiency and profitability of their practice.

Incorporating the Virtual Remote office (ViRO) into the fabric of the community will promote accessibility to healthcare while keeping the patient in their medical home.

THE COMPETITION

First Choice/Adeptus has entered into an agreement with the University of Colorado to provide access to specialists via telemedicine for their patients who visit their Colorado FSED's and microhospitals. Advance ER, a Dallas based company, uses telemedicine to connect patients in their 2 FSED's to area specialists and pediatricians. Many Houston hospitals use telemedicine for access to certain specialist: tele-neurology, tele-psychiatry, tele-burn care. Children's Health Hospital System near Dallas uses telemedicine to care for the school children of 57 Dallas area schools. There are no known large scale providers of school telehealth services to Houston areas schools. A producer of telemedicine kiosks, Healthspot was poised to be a leader in the industry. They abruptly ceased operations in December of 2015 and are in the process of liquidating all of their assets. A major flaw in their model was the scheduled visit, as opposed to the on-demand healthcare models of urgent care and direct to consumer services (for example Teladoc). Their model of transactional telemedicine could not support their significant expenses; the number of visits could not justify the cost of producing and operating the kiosks. Also, though not intended to compete with the urgent care industry, it found itself in fierce competition with urgent care clinics.

WHY US?

The unique and highly successful NEC business model and the increasing use and acceptance of telemedicine as a healthcare delivery tool allows Neighbors Health a unique advantage. We can 1) increase the quality of care to our patients, 2) give NHS a competitive edge in the highly competitive freestanding emergency department industry 3) Increase value to shareholders of Neighbors Health via independent revenue streams generated using telemedicine 4) increase usage of our NECs because of the telemedicine services we can provide 5) Build upon the already strong relationships we have with physicians around each of our NECs.

MARKETS AND TRENDS

Telemedicine is defined as the remote diagnosis and treatment of patients by means of telecommunications technology. One example of telemedicine is a physician engaging in a real time video encounter with a patient and making a diagnosis. Telehealth is defined as collection of methods for enhancing health care, public health, and health education delivery and support using telecommunications technologies. Examples of telehealth: 1) a medical student watching a lecture online, 2) using your smartphone to refill a prescription using the pharmacy's app. The words telemedicine and telehealth are often used interchangeably, though they should not be. Telehealth covers a broader range of applications, of which telemedicine is one. It is estimated that the telemedicine global market will be worth \$34 billion dollars by the year 2020. The aging population, desire for lower healthcare costs, and the availability of technology

all contribute to the exponential growth of the telemedicine industry. Legislators, governing bodies, and the technology space are all working towards reducing barriers that previously impeded the growth of the telemedicine industry. Parity laws now exist in over 30 states; this allows for telemedicine healthcare encounters to be reimbursed at the same level as a standard in person visit. The existence of parity laws does not ensure that reimbursements will truly be as promised, this is the inherent risk of the developing unproven telemedicine reimbursement models. Most liability carriers simply add a rider to an existing policy to cover the provider intending to provide telemedicine services. Issues such as cross state licensing and Medicare reimbursement for patients inside an MSA are on the table but have not been resolved. The trend away from fee for service reimbursement models and towards value based care models gives early adopters of telemedicine another reason to succeed, since telemedicine models have proven cost savings. "The Geisinger Health Plan study found that implementation of a telemedicine program generated about 11% in cost savings during that study period. This led to an estimated return on investment of about \$3.30 in cost savings for every \$1 spent on program implementation."¹ Key issues facing telemedicine in the next few years are: reimbursement, cross state licensing, interoperability of telehealth software and EHRs, and bandwidth.

The most popular models of telemedicine being used today are that of remote management of chronic illness, direct to consumer healthcare encounters, and hub and spoke models (one healthcare institution using telemedicine to access higher level services at another healthcare institution). There is also a brisk rising trend of large companies (insurance companies, retail pharmacies, corporations) aligning with telemedicine providers to provide direct to consumer healthcare (e.g. Walgreens, United Healthcare). The demand for telemedicine is increasing and the sector has finally realized an inflection point in 2014. "...There has been more investment in telehealth in the first half of 2014 than in any previous year."

According to the American Academy of Pediatrics: "use of telemedicine services for episodic care should be done within the context of the medical home, because such care offers continuity, efficiency, and the prudent use of health care resources. Fragmented care delivered outside the medical home model must be avoided."

The American College of Physicians states that: "ACP supports the expanded role of telemedicine as a method of health care delivery that may enhance patient-physician collaborations, improve health outcomes, increase access to care and members of a patient's healthcare team, and reduce medical costs when used as a component of a patient's longitudinal care."

The American Academy of Family Physicians is also involved in optimizing current legislative and reimbursement policies to grow the use of telemedicine in caring for their patients. On March 11, 2015, the following statement was released: "The American Telemedicine Association (ATA) applauds the decision by the Centers for Medicare and Medicaid Services (CMS) to allow Accountable Care Organizations (ACOs) to use telehealth services. The decision was made as part of the release of a new payment and care delivery model: the Next Generation Accountable Care Organization (ACO). The decision extends coverage for telemedicine services to millions of Medicare beneficiaries."

The use of telemedicine to deliver healthcare is now becoming an integral part of the healthcare system. More than half of all U.S. hospitals currently have a telemedicine program.² About 90% of surveyed healthcare executives report that their organizations have already begun developing or implementing a telemedicine program.³



STRATEGIES

The first model to be piloted will be the video call back model (VCB). This will allow us to test and optimize the platform internally. During this pilot, we will use our marketing team to educate consultants around each NEC/region of the benefits of telemedicine. Specifically, orthopedics, urology and cardiology will be targeted. Pediatricians, though not routinely used for consultation in the NEC setting, can also benefit from our telemedicine program. Pediatricians will not likely perform a real time video encounter but would benefit from the communication (video messages, study results) received from NEC about their patients via the telehealth portal. It is anticipated that this consultant education will ultimately build relationships and subsequently give the NEC a roster of specialists that we can call upon for telemedicine consults. Although not direct revenue generators, the VCB and consult model will serve to improve patient satisfaction, give the consultants a source of new patient referrals, and ideally increase utility of our NECs. Current reimbursement models do not allow for increased collections from VCBs or telemedicine consults. That is not to say it won't be in the future. As novel applications of telemedicine are being implemented, the AMA is welcoming requests for new CPT codes.

As stated previously, the initial goal of NTS will be to augment our core business. Revenue generating models, though, will be developed simultaneously. The most immediate opportunity would be to promote the subscription model of the "Dr. Is Online" platform. Prior to Mr. Alam's association with Neighbors Health, he had secured several leads that were interested in subscribing to his software. Without significant expense, the platform can be while labeled and licensed to providers. In addition, Mr. Alam has secured a lead with the Houston ISD leadership overseeing their development of a school based telehealth program, discussions have started and a pilot is anticipated to be in place before the end of the calendar year. With 25 NECs statewide, we are in a position to leverage this vast availability of physicians to provide contracted services to entities seeking telemedicine emergency medicine services. The most likely scenarios are on-demand telemedicine triage. Discussions are underway with Precise Telehealth, a company who will begin caring for medically complex patients in a value based care model. Precise Telehealth will essentially assume the care of a population of patients and use a telemedicine based healthcare team to decrease the cost of their care. Precise realizes revenue by subscriptions (per member per month) and a receiving a percentage of cost savings. The role of our physicians would be to provide on demand telemedicine triage for patients and subsequently divert non emergent away from their local ED.

Significant capital expenditures, along with a large degree of understanding and buy in (from patients and outpatient providers) is required before deploying the previously described telemedicine venues (kiosk and ViRO). It is expected when our network of providers realizes the benefits of telemedicine to their patients and practices, the ViRO concept will be become as popular as the local grocery store. The kiosks can be placed in high visibility areas (malls, airports, amusement parks, corporate campuses, and college campuses). Some capabilities of the kiosks content are smoking cessation, lifestyle choices, and dietary education. Should a telemedicine encounter be needed for non-acute matters, it can be accomplished from the kiosk.



SWOT ANALYSIS

Neighbors Health infrastructure

Buy-in from Neighbors Health leadership

Ownership of telehealth platform

Preexisting relationships of
Sam Alam and team

Popularity of Neighbors brand

Inexperience in development of
telemedicine program

Non-revenue generating telehealth models

Learning curve for telemedicine coding
and billing.

Disruption to current NEC workflow

Expansion to additional states.

Join with T-system to incorporate our
telehealth platform into their EMR

Competitors with telemedicine programs in
place (First Choice, Advanced ER)

Lack of buy in from providers and patients

No improvement in patient volumes

Unanticipated difficulties modifying the
telehealth platform

Difficulties with interoperability between
telehealth platform and EHR



PROJECTIONS

The initial contribution to NTS will be made by Neighbors Health in the amount of \$400,000. There is no revenue to be generated from the VCB and consult model, returns on these models will be realized by NEC (through increased patient volumes) and ultimately Neighbors Health. There are no significant anticipated startup costs for the VCB, school telehealth, and leverage of assets models. The consult model startup expenses will amount to approximately \$10,000 per NEC. This money will be to purchase the telemedicine cart (computer, monitor, PTZ camera) and medical peripherals (camera, otoscope, stethoscope). Neighbors Health will realize capital expenditures and operating expenditures by way of its support to NTS.

	September	October	November	December	January	February	March	April	May	June	July	August	Year 1
Patients Medicaid (80%)	8	18	35	45	75	85	85	75	75	0	0	0	500
Patients Private (20%)	2	4	9	11	19	21	21	19	19	0	0	0	125
Patients total	9	22	44	56	94	106	106	94	94	0	0	0	625
Patients/day	0	1	2	3	4	5	5	4	4	0	0	0	
Revenue Medicaid	315	735	1,470	1,890	3,150	3,570	3,570	3,150	3,150	0	0	0	21,000
Revenue Private	141	328	656	844	1,406	1,594	1,594	1,406	1,406	0	0	0	9,375
Revenue Total	456	1,063	2,126	2,734	4,556	5,164	5,164	4,556	4,556	0	0	0	30,375
Provider Compensation	8,300	8,300	8,300	8,300	8,300	8,300	8,300	8,300	8,300	0	0	0	74,700
G&A	1660	1660	1660	1660	1660	1660	1660	1660	1660	0	0	0	14,940
7 hours/day @ 20% payroll													
Management	27	64	128	164	273	310	310	273	273	0	0	0	1,823
6% Revenue													
Software Maintenance	36	85	170	219	365	413	413	365	365	0	0	0	2,430
8% Revenue													
Marketing	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0	0	0	9,000
Total Expenses	10,024	10,109	10,258	10,343	10,598	10,683	10,683	10,598	10,598	0	0	0	102,893
	(9,568)	(9,046)	(8,131)	(7,609)	(6,042)	(5,519)	(5,519)	(6,042)	(6,042)	0	0	0	(72,518)

	September	October	November	December	January	February	March	April	May	June	July	August	Year 2
Patients Medicaid (80%)	106	247	495	636	1060	1201	1201	1060	1060	0	0	0	7067
Patients Private (20%)	27	62	124	159	265	300	300	265	265	0	0	0	1767
Patients total	133	309	618	795	1325	1502	1502	1325	1325	0	0	0	8833
Patients/day	6	15	29	38	63	72	72	63	63	0	0	0	
Revenue Medicaid	4,452	10,388	20,776	26,712	44,520	50,456	50,456	44,520	44,520	0	0	0	296,800
Revenue Private	1,988	4,638	9,275	11,925	19,875	22,525	22,525	19,875	19,875	0	0	0	132,500
Total Revenue	6,440	15,026	30,051	38,637	64,395	72,981	72,981	64,395	64,395	0	0	0	429,300
Provider Compensation	8300	8300	16600	16600	24900	24900	24900	24900	24900	0	0	0	174300
G&A	1,660	1,660	3,320	3,320	4,980	4,980	4,980	4,980	4,980	0	0	0	34,860
7 hours/day @ 20% payroll													
Management	386	902	1,803	2,318	3,864	4,379	4,379	3,864	3,864	0	0	0	25,758
6% Revenue													
Software Maintenance	515	1,202	2,404	3,091	5,152	5,838	5,838	5,152	5,152	0	0	0	34,344
8% Revenue													
Marketing	1000	1000	1000	1000	1000	1000	1000	1000	1000	0	0	0	9,000
Total Expenses	10,862	12,064	24,127	25,329	38,895	40,097	40,097	38,895	38,895	0	0	0	278,262
	(4,422)	2,962	5,924	13,308	25,500	32,884	32,884	25,500	25,500	0	0	0	151,038



Neighbors Telehealth Services, LLC

VCB + CONSULT PROGRAM

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Year 1 Total
1% Growth Rate	1	2	3	4	4	4	4	5	5	5	5	5	47
2% Growth Rate	2	4	6	8	8	8	8	10	10	10	10	10	94

Assumptions

Provision of a Video Call Back service and a Consult service will increase utility of the NTH. In addition to increased in patient satisfaction, the consult model will ideally increase consultant satisfaction who will ultimately benefit NTH as their Emergency Services provider of choice. The estimate is based on 1 location and overall volume of 5,000 patients.

Neighbors Telehealth Services, LLC

Leverage Assets (SaaS)

				Year 1		Year 2	
		Pricing	Assumption	Number	Revenue	Number	Revenue
Income to NTS							
	White Label Fee (one time)	\$4,000	Per Clinic	6	\$24,000	12	\$48,000
	Provider License Fee/Year	\$1,200	Per User; 2 User/Clinic	10	\$12,000	24	\$28,800
	Online Visit Encounters	\$10.00	Per Encounter; 5 /day/Doctor	10,950	\$109,500	21900	\$219,000
Income to NTS							
	White Label Fee (one time)	\$4,000	5 Doctors/Group	2	\$8,000	4	\$16,000
	Provider License Fee/Year	\$1,200	Per User; 1 MD/1 ANP	10	\$6,500	20	\$24,000
	Online Visit Encounter Fee	\$10.00	Per Encounter; 5 /day/Doctor	18,250	\$182,500	36500	\$365,000
			TOTAL REVENUE		\$344,500		\$700,800
	Salaries Tech Website and Support	1 FTE	1 FTE \$60k/year		\$60,000		\$90,000
	Salaries Sales & Commissions	1 FTE	Base \$45k; \$45k commissions		\$90,000		\$135,000
	Office Expenses/Travel				\$12,000		\$18,000
	Marketing and Printing				\$50,000		\$100,000
	Web Hosting/Servers	\$500.00		8	\$4,000	16	\$8,000
	Other Misc. Expenses				\$10,000		\$20,000
			TOTAL EXPENSES		\$226,000		\$371,000
			EBITDA		\$118,500		\$329,800

1. The Promise of Telehealth For Hospitals, Health Systems and Their Communities, TrendWatch, January 2015
2. <http://www.americantelemed.org/about-telemedicine/faqs#.VcoOMPIViko>
3. <http://www.foley.com/2014-telemedicine-survey-executive-summary/>

NEIGHBORS TELEHEALTH SERVICES, LLC

AUGUST 2, 2016



INTRODUCTION

TELEHEALTH DEFINED

A collection of methods for enhancing health care, public health, and health education delivery and support using telecommunications technologies

TELEMEDICINE DEFINED

The remote diagnosis and treatment of patients by means of telecommunications technology



WHY TELEHEALTH AND WHY NOW?

- About 67% of patients said that using telemedicine somewhat or significantly increases their satisfaction with medical care.¹
- The number of patients using telemedicine services will increase to 7 million in 2018, up from less than 350,000 in 2013²
- The global telemedicine technologies market, including hardware, software, and services, was valued at \$17.8 billion in 2014 and is predicted to grow at a compound annual growth rate of 18.4% from 2014 to 2020³
- First Choice – University of Colorado partnership
- Advance ER telemedicine



WHY TELEHEALTH AND WHY NOW?

- Houston based, founded 2013 by Sam Alam, MHA, CHC
- 2 Current employees
- Founders Capital \$630,000
- Founder owns 100% of equity



WHY TELEHEALTH AND WHY NOW?

HIPAA compliant cloud based telehealth platform designed to see and treat patients online.

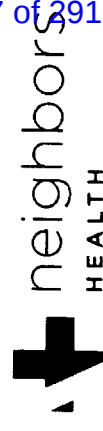
Features:

- Web based EMR
- Video conferencing
- E-prescribe
- Store and Forward
- Scheduling
- Virtual Waiting Room



SAM ALAM MHA, CHC

- Bachelors & Masters Degree in Healthcare Administration, CSU
- Board Certified Healthcare Consultant, ACHE/AAHC
- Multi-disciplinary training in healthcare administration and strategic planning
- Internationally recognized for writing the prospectus/IPO for a Hospital and Medical School
- Founding member and Senior Principal at Health Facility Consultants, Inc
- Senior Manager Deloitte & Touche, Healthcare & Life Sciences
- Corporate Planning, SLEH, THI and TCH
- Planned & Developed 68 hospitals in US and 7 overseas
- Pioneered the development of physician-owned hospitals in Houston, 2003
- 30-year experience; innovator in translating cutting edge technology to move patients from hospitals - to home - to computers - to cell phones.



NEIGHBORS TELEHEALTH SERVICES, LLC

Contributions

- \$400,000 – Payroll and establish revenue streams
- FF&E
- Office Space
- Admin Support
- Doctor is Online software and source code
- 2 FTE's
- Business leads

Equity Split

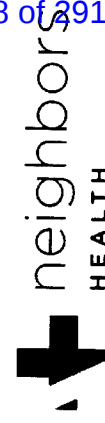
70% (Neighbors Health and Key Staff)

30% (Founder and Key Staff)

Valuation

Discounted Value
\$572,000

Pre Money
\$1.2 - \$4 million



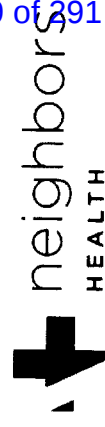
PROPOSED TELEHEALTH MODELS

VIDEO CALL BACK

- Supplements current call back
- Pt can schedule a video call back with NEC within 3 days of discharge

CONSULT

- Allows consultants to see patients in our NEC
- Ortho, Urology, Cardiology, Psych
- Obs



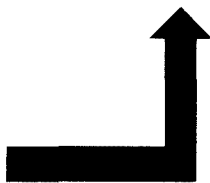
PROPOSED TELEHEALTH MODELS

- School Telehealth
- Leverage existing assets
 - SaaS – Dr. is Online
- Contracted services
- Wellness Kiosks
- Virtual Remote Office



IMPLEMENTATION ROAD MAP

Optimize Platform
Proof of Concept



Time Sensitive
Gain Market Share



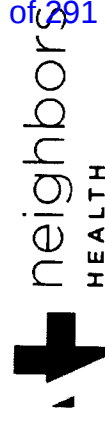
Disruptive
Cap Ex



neighbors
HEALTH

NEIGHBORS TELEHEALTH SERVICES

- Provide even a higher a level of service to our patients
- Create a network of providers around each center or region
 - Supports our core business
- Grow new business models into independent revenue streams
- Disrupt



PROJECTIONS

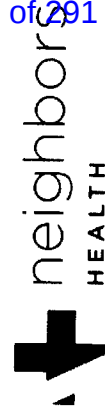
Neighbors Telehealth Services, LLC

VCB + CONSULT PROGRAM

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Year 1 Total
1% Growth Rate	1	2	3	4	4	4	4	5	5	5	5	5	47
2% Growth Rate	2	4	6	8	8	8	8	10	10	10	10	10	94

Assumptions

Provision of a Video Call Back service and a Consult service will increase utility of the NEC. In addition to increased in patient satisfaction, the consult model will ideally increase consultant satisfaction who will ultimately identify NEC as their emergency services provider of choice. The estimate is based on 1 location and annual volume of 6,000 patients.



PROJECTIONS

	September	October	November	December	January	February	March	April	May	June	July	August	Year 1	Assumed lives - elementary students (total 106,000)
Patients Medicaid (80%)	8	18	35	45	75	85	85	75	75	0	0	0	500	7500
Pateints Private (20%)	2	4	9	11	19	21	21	19	19	0	0	0	125	6250
Patients total	9	22	44	56	94	106	106	94	94	0	0	0	625	
Patients/day	0	1	2	3	4	5	5	4	4	0	0	0		9
Revenue Medicaid	315	735	1,470	1,890	3,150	3,570	3,570	3,150	3,150	0	0	0	21,000	21
Revenue Private	141	328	656	844	1,406	1,594	1,594	1,406	1,406	0	0	0	9,375	7
Revenue Total	456	1,063	2,126	2,734	4,556	5,164	5,164	4,556	4,556	0	0	0	30,375	30 minutes
Provider Compensation	8,300	8,300	8,300	8,300	8,300	8,300	8,300	8,300	8,300	0	0	0	74,700	\$42
G&A	1660	1660	1660	1660	1660	1660	1660	1660	1660	0	0	0	14,940	\$75
7 hours/day @ 20% payroll	27	64	128	164	273	310	310	273	273	0	0	0	1,823	
Management	36	85	170	219	365	413	413	365	365	0	0	0	2,430	8,300 NP
Software Maintenance	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	0	0	0	9,000	
8% Revenue	10,024	10,109	10,258	10,343	10,598	10,683	10,683	10,598	10,598	0	0	0	102,893	14,600 MD
Marketing														
Total Expenses	(9,568)	(9,046)	(8,131)	(7,609)	(6,042)	(5,519)	(5,519)	(6,042)	(6,042)	0	0	0	(72,518)	3150 NEG



PROJECTIONS

	September	October	November	December	January	February	March	April	May	June	July	August	Year 2	Assumed lives - elementary students (total 106,000)
Patients Medicaid (80%)	106	247	495	636	1060	1201	1201	1060	1060	0	0	0	7067	106,000
Patients Private (20%)	27	62	124	159	265	300	300	265	265	0	0	0	1767	8833
Patients total	133	309	618	795	1325	1502	1502	1325	1325	0	0	0	8833	
Patients/day	6	15	29	38	63	72	72	63	63	0	0	0		
														9
Revenue Medicaid	4,452	10,388	20,776	26,712	44,520	50,456	50,456	44,520	44,520	0	0	0	296,800	21
Revenue Private	1,988	4,638	9,275	11,925	19,875	22,525	22,525	19,875	19,875	0	0	0	132,500	7
Total Revenue	6,440	15,026	30,051	38,637	64,395	72,981	72,981	64,395	64,395	0	0	0	429,300	20
														minutes
Provider Compensation	8300	8300	16600	16600	24900	24900	24900	24900	24900	0	0	0	174300	\$42
G&A	1,660	1,660	3,320	3,320	4,980	4,980	4,980	4,980	4,980	0	0	0	34,860	\$75
7 hours/day @ 20% payroll														
Management	386	902	1,803	2,318	3,864	4,379	4,379	3,864	3,864	0	0	0	25,758	
6% Revenue														
Software Maintenance	515	1,202	2,404	3,091	5,152	5,838	5,838	5,152	5,152	0	0	0	34,344	8,300
8% Revenue														NP
Marketing	1000	1000	1000	1000	1000	1000	1000	1000	1000	0	0	0	9,000	
Total Expenses	10,862	12,064	24,127	25,329	38,895	40,097	40,097	38,895	38,895	0	0	0	278,262	14,600
														MD
	(4,422)	2,962	5,924	13,308	25,500	32,884	32,884	25,500	25,500	0	0	0	151,038	3150
														NEG



PROJECTIONS

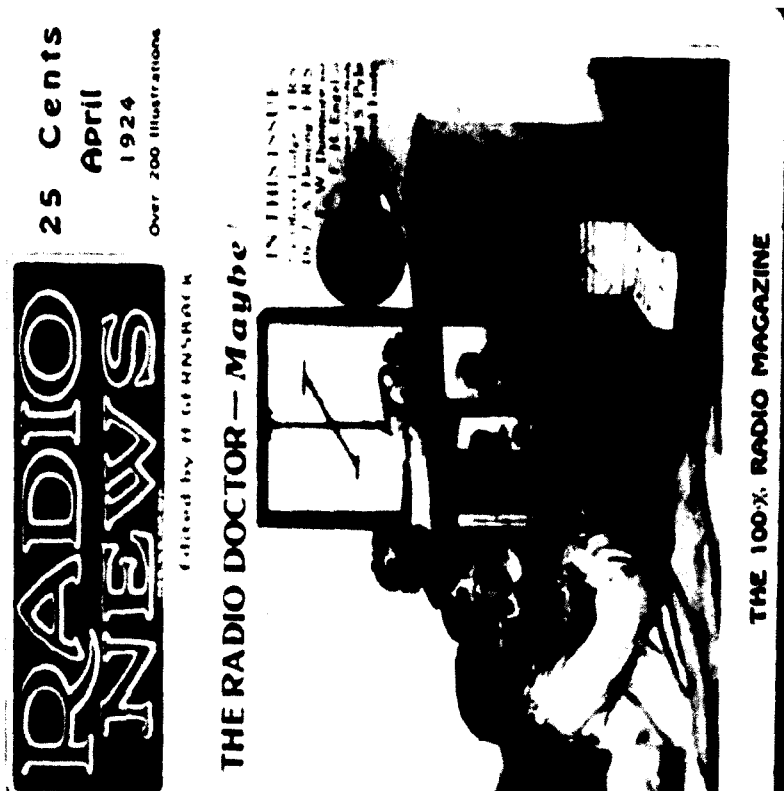
Neighbors Telehealth Services, LLC Leverage Assets (SaaS)

	Pricing	Assumption	Year 1 Number	Year 1 Revenue	Year 2 Number	Year 2 Revenue
Income to NTS	White Label Fee (one time)	Per Clinic	6	\$24,000	12	\$48,000
	Provider License Fee/Year	Per User; 2 User/Clinic	10	\$12,000	24	\$28,800
	Online Visit Encounters	Per Encounter; 5 /day/Doctor	10,950	\$109,500	21900	\$219,000
Income to NTS	White Label Fee (one time)	5 Doctors/Group	2	\$8,000	4	\$16,000
	Provider License Fee/Year	Per User; 1 MD/1 ANP	10	\$8,500	20	\$24,000
	Online Visit Encounter Fee	Per Encounter; 5 /day/Doctor	18,250	\$182,500	36500	\$365,000
		TOTAL REVENUE		\$344,500		\$700,800
Salaries Tech Website and Support	1 FTE	1 FTE \$60k/year		\$60,000		\$90,000
	Salaries Sales & Commissions	Base \$45k; \$45k commissions		\$90,000		\$135,000
	Office Expenses/Travel			\$12,000		\$18,000
Marketing and Printing	Marketing and Printing			\$50,000		\$100,000
	Web Hosting/Servers		8	\$4,000	16	\$8,000
	Other Misc. Expenses			\$10,000		\$20,000
		TOTAL EXPENSES		\$226,000		\$371,000
		EBITDA		\$118,500		\$329,800





neighbors
HEALTH



Discounted Cash Flow Valuation

Proforma 1-4 Years	Year 1	Year 2	Year 3	Year 4
INVESTMENT	\$ (1,600,000)			
Contract Physician EBITDA	\$ (429,946)	\$ 243,807	\$ 819,931	\$ 1,077,359
Partner Physician EBITDA	\$ 333,930	\$ 2,476,359	\$ 5,603,159	\$ 6,375,288
Contract Physician Cash Flow *	\$ (1,229,946)	\$ 243,807	\$ 819,931	\$ 1,077,359
Partner Physician Cash Flow *	\$ (466,070)	\$ 2,476,359	\$ 5,603,159	\$ 6,375,288
Total Net Cash Flow	\$ (1,696,017)	\$ 2,720,166	\$ 6,423,090	\$ 7,452,648
* Assumes 50% of invested capital is used for Contract business and 50% is used for Partner business.				
** Discount rate 15%				
NPV of Contract Physician Business **	\$269,936			
NPV of Partner Physician Business **	\$8,796,464			
NPV of Neighbors Telehealth, LLC **	\$9,066,400			

Return on Investment					
Proforma 1-4 Years					Exhibit I
	Year 1	Year 2	Year 3	Year 4	
Investment	\$ 1,600,000				EBITDA Multiple @ 4x
Contract Physician EBITDA	\$ (429,946) -27%	\$ 243,807 -12%	\$ 819,931 40%	\$ 1,077,359 107%	\$5,886,359 107%
Partner Physician EBITDA	\$ (291,580) -18%	\$ 1,225,339 58%	\$ 2,246,189 199%	\$ 2,598,697 361%	\$19,878,539 361%

Neighbors Telehealth Services, LLC

Discharged Patients Follow Up Program (VCB)

[illegible]

Proforma

Neighbors Telehealth Services, LLC

Leverage Asset Model (Selling Portal on Subscriptions)

[illegible]

Profit Formula

Private Label

White Label Fee
License Fee
Click Fee

Outpatient, EC's,
UC, Surgical
Centers

Staffing Company

Consumers, ALF, SNF,
Occ. Med, Schools

Pro Fee
\$60 to \$120 per visit

Health Plans

EM Triage

Outcome based
Shared Savings
PMPM



PROFORMA				
Neighbors Telehealth, LLC (NTH) *				
REVENUE /PRODUCT LINES	ASSUMPTIONS	Year 1		
		Unit Price	Volume	Revenue
Secure Messaging (PDC/VC)	NH has 30 EC's; NH wants to replace telephone follow up w/NTH's Secure Messaging platform	* NTH will provide the SM Platform at no-cost or deferred payment; the amount referenced below reflects NTH's normal charge		
White Label Fee (one time only) & License Fee/yr.	\$15,000 white label; 1 license x 30 EC's	\$1,000	30	\$45,000
# of PDC Encounters	30 centers; 10 pts/day; 300 days/year	\$10	90,000	\$900,000
Specialty Remote Consults (SRC)	NH has 30 EC's; each EC will have a network of 4 multi-specialty groups	* NTH will provide the SRC Platform at no-cost or deferred payment; the amount referenced below reflects NTH's normal charge		
No White Label Fee; just License Fee/yr.	30 EC's; 4 multi-specialty group/EC; 1 license/group	\$1,000	120	\$120,000
# of Specialists Encounters	Each NEC connects with 4 specialists/week	\$10	6,240	\$62,400
EM-Triage (Triage) (Hub-Spoke Model)	NH has 30 EC's. NH will contract with 3rd Party Payors to provide on-demand Tele-ER services	* NTH will provide the EM-Triage Platform at no-cost or deferred payment; the amount referenced below reflects NTH's normal charge		
# of on-demand Encounters/Triage	25% of members seek ER-Triage services	\$10	6,250	\$62,500
Online Support & Help Line	2 service call/license/year @\$50/call	\$50.00	150	\$15,000
	REVENUE TO NTH			\$1,204,900
Direct Benefit to NEIGHBORS				
PDC: Each EC that connects with its patient can expect to increase patient volume	Assume: 30 EC's increase volume by 1 pt/week	\$1,200	1,560	\$1,872,000
SRC: Each NEC that invites the Specialist can also expect referrals from the Specialists	Assume: 60 specialists refer 1 pt/week	\$1,200	3,120	\$3,744,000
EM-Triage: Ready Fee	Assume: 25,000 lives @.50/PMPM	\$0.50	25,000	\$150,000
EM-Triage: Health Plans will refer its members to NEC for triage	25% of members seek ER-Triage services; \$40/triage	\$40	6,250	\$250,000
EM-Triage: NEC's will also serve as the ER for triaged patients	10% of Triaged patients require ER services	\$1,200	625	\$750,000
	REVENUE TO NEIGHBORS			\$6,766,000

Pro Forma - Contracted Physicians

4-Year Period (rounded)

REVENUE		Year 1	Year 2	Year 3	Year 4
Technical Fees					
Providers License Fee		\$26,000	\$52,000	\$78,000	\$87,000
White Label Fee		\$80,000	\$160,000	\$240,000	\$270,000
Online Encounter Charge		\$631,000	\$1,263,200	\$1,900,000	\$2,130,000
Other Fees (Set up, Support)		\$11,280	\$22,560	\$32,000	\$35,250
Physician Fees					
Professional Fee (MD/ANP)		-	-	-	-
TOTAL REVENUE		\$750,000	\$1,500,000	\$2,240,000	\$2,500,000
OPERATING EXPENSES					
Professional Fee (MD/ANP)		\$0	\$0	\$0	\$0
Labor (FTE) Cost		\$690,000	\$750,000	\$1,000,000	\$1,000,000
Billing Fees		-	-	-	-
G&A/Office Expenses		\$150,000	\$200,000	\$250,000	\$250,000
Marketing & Miscellaneous		\$250,000	\$250,000	\$350,000	\$300,000
TOTAL EXPENSES		\$1,100,000	\$1,200,000	\$1,400,000	\$1,500,000
TOTAL EBITDA		-\$420,000	\$240,000	\$800,000	\$1,000,000



Pro Forma - Partnered Physicians

4-Year Period (rounded)

REVENUE	Year 1	Year 2	Year 3	Year 4
Technical Fees				
Providers License Fee	\$26,000	\$52,000	\$78,000	\$81,250
White Label Fee	\$80,000	\$160,000	\$240,000	\$250,000
Online Encounter Charge	\$631,000	\$1,263,200	\$1,900,000	\$1,973,750
Other Fees (Set up; Support)	\$11,280	\$22,560	\$32,000	\$35,250
Physician Fees				
Professional Fee (MD/ANP)	\$2,000,000	\$4,000,000	\$6,000,000	\$6,700,000
TOTAL REVENUE	\$2,700,000	\$5,400,000	\$8,100,000	\$9,100,000
EXPENSES				
Professional Fee (MD/ANP)	\$1,380,000	\$2,700,000	\$3,375,000	\$4,218,750
Labor (FTE) Cost	\$690,000	\$690,000	\$862,500	\$1,078,125
Billing Fees	\$138,000	\$270,000	\$337,500	\$421,875
G&A/Office Expenses	\$150,000	\$150,000	\$187,500	\$234,375
Marketing & Miscellaneous	\$250,000	\$250,000	\$312,500	\$390,625
TOTAL EXPENSES	\$2,400,000	\$2,900,000	\$4,000,000	\$4,500,000
TOTAL EBITDA	\$330,000	\$2,400,000	\$4,100,000	\$4,700,000

RE: Telehealth Stakeholder Meeting

Cynthia Mathew <cmathew@neighborshealth.com>

Thu 10/13/2016 11:54 AM

To: Arryn Allen <aallen@neighborshealth.com>; Dawn Bernardez <dbernardez@neighborshealth.com>; James Anderson <janderson@neighborshealth.com>; Sam Alam <sam@drisonline.com>; Rajan U. Popat <rpopat@neighborshealth.com>; Andy Chen <achen@neighborshealth.com>; Lauren Cotton <lcotton@neighborshealth.com>; Tommy Abraham <tabraham@neighborshealth.com>; Thomas Gruenert <TGruenert@neighborshealth.com>; Eric Roberson <eroberson@neighborshealth.com>; Gregg Shoemaker <gshoemaker@neighborshealth.com>;

Cc: Carlette Collins <ccollins@neighborshealth.com>; Kellie Keeling <kkeeling@neighborshealth.com>; Virginia Vasquez <vvasquez@neighborshealth.com>;

Hello,

Just a reminder the Telehealth Stakeholder meeting is tomorrow at 9 AM in the Bellaire Boardroom on the 5th floor.

Thank you,



Cynthia Mathew

Executive Assistant to Dr. Setul Patel, CEO

address 10800 Richmond Ave. Houston, TX 77042

office 713.436.5200 | fax 713.436.5210

cell 713.205.8617 | NEC24.COM

From: Cynthia Mathew

Sent: Wednesday, October 12, 2016 10:58 AM

To: Arryn Allen <aallen@neighborshealth.com>

Subject: FW: Telehealth Stakeholder Meeting

From: Cynthia Mathew

Sent: Friday, October 07, 2016 9:29 AM

To: Dawn Bernardez <dbernardez@neighborshealth.com>; James Anderson <janderson@neighborshealth.com>; 'Sam Alam' <sam@drisonline.com>; 'Rajan U. Popat' <rpopat@neighborshealth.com>; Andy Chen <achen@neighborshealth.com>; 'Lauren Cotton' <lcotton@neighborshealth.com>; 'Tommy Abraham' <tabraham@neighborshealth.com>; Thomas Gruenert <TGruenert@neighborshealth.com>; Eric Roberson <eroberson@neighborshealth.com>; Gregg Shoemaker <gshoemaker@neighborshealth.com>

Cc: 'Arryn Allen' <aallen@neighborshealth.com>; Carlette Collins <ccollins@neighborshealth.com>; 'Kellie Keeling' <kkeeling@neighborshealth.com>

Subject: Telehealth Stakeholder Meeting

Good Morning All,

We will host a Telehealth Stakeholder Meeting on Friday, October 14th at 9 AM in the Bellaire Boardroom on the 5th floor. Please let me know if you are not available to attend, I will send the calendar invite shortly.

Thank you,

Exhibit 4

Fw: Contribution and Company Agreements

Kellie Keeling <kkeeling@neighborshealth.com>

Fri 1/27/2017 4:54 PM

To: jdavis@bmkpllc.com <jdavis@bmkpllc.com>;

Cc: Thomas Gruenert <Tgruenert@neighborshealth.com>; Sam Alam <sam@drisonline.com>; Rajan U. Popat <rpopat@neighborshealth.com>;

John and Sam:

We left a folder that contains all of the signature pages with our building Security Guard, David Pomeroy. He will be on the premises until 7:00 p.m., but is leaving promptly at 7:00 tonight to meet familial obligations. He is usually at his desk downstairs, but if he is away from it when you arrive, please call his cell phone (832) 389-8793.

Thanks,
Kellie



Kellie Keeling
Corporate Paralegal

address 10800 Richmond Ave. Houston, TX 77042
office 713.436.5200 | fax 713.436.5210
cell 713.252.8669 | NEC24.COM

From: John Davis

Sent: Friday, January 27, 2017 4:35:37 PM (UTC-06:00) Central Time (US & Canada)

To: Thomas Gruenert

Cc: 'Dan Kennedy'

Subject: RE: Contribution and Company Agreements

Mr. Gruenert,

After discussing with Sam, some points:

1. The initial LOI had Sam receiving 30 shares of class A, giving him some protections due to his overwhelming share of 90%+ in Class A.
2. That changed, and then the deal as it was recently was for him to be a 25% Class A owner, with 30% ownership of the company overall, but with a 2 year term in the Contribution Agreement as a Manager and then a 3 year term for compensation further, at \$10,000 a month for the cumulative 5 years, including health insurance and such.
3. Now, the deal is that he is a 25% Class A owner, 30% profit holder, a Manager, and a 2-year \$10,000 a month paid consultant. But, at the next annual election, he can be voted out as a Manager, in the 2nd year he can be terminated as a consultant, and then he no longer has income as a consultant or power as a Manager to

From: John Davis <jdavis@bmkpllc.com>
Sent: Friday, January 27, 2017 2:07 PM
To: Thomas Gruenert
Cc: 'Dan Kennedy'
Subject: RE: Proposed agreements for Neighbors Health from Sam Alam

Sounds good. If he can't make it there, then I'll get his signatures and notarize and get it back to you electronically.

John J. Davis III, J.D., Ph.D.

Member, Attorney



BIBBY, McWILLIAMS & KEARNEY, PLLC

Houston Technology Center, 410 Pierce St., Suite 241, Houston, Texas 77002

Denver Energy Center, 1675 Broadway, Suite 2050, Denver, Colorado 80202

Office: (713) 936-9620 x104 • Fax: (713) 936-9622 • Cell: (832) 594-1165

www.bmkpllc.com • www.linkedin.com/in/jjdavis3

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From: Thomas Gruenert [mailto:TGruenert@neighborshealth.com]
Sent: Friday, January 27, 2017 2:07 PM
To: John Davis <jdavis@bmkpllc.com>
Cc: 'Dan Kennedy' <dkennedy@bmkpllc.com>
Subject: Re: Proposed agreements for Neighbors Health from Sam Alam

The signature pages are ready. We didn't have a problem with any of your changes. Once I handed them over to my team they started fixing all my busts. So, in the near future, before Sam gets here, we'll send you redlines showing all changes/corrections and then I'll give you a call. TGG



Thomas Gruenert, J.D.
General Counsel

address 10800 Richmond Ave. Houston, TX 77042

office 713.436.5200 | fax 713.436.5210

cell 713.253.3036 | NEC24.COM

From: John Davis <jdavis@bmkpllc.com>
Sent: Friday, January 27, 2017 1:53 PM
To: Thomas Gruenert
Cc: 'Dan Kennedy'
Subject: RE: Proposed agreements for Neighbors Health from Sam Alam

Mr. Gruenert,

Sam called me, saying the docs are ready. Sam is getting his visa and might have some delay. Can you send me the finals? If necessary, he will stop by my office to sign and I can scan back to you.

Sincerely,

determine profits and compensation to the Shareholders. Yes, he would own 30% of the company, but would have no income but for the mercy of the remaining Managers.

It's a substantial change to the terms, with Sam feeling a bit too much at risk, monetarily but also in terms of oversight, control, insurance, and otherwise. Are there other ways to extend the guaranteed period of compensation? Or to perhaps set initial terms for the Board of Managers to not be subject to such a quick turnover (perhaps an initial 5 year term, and then subsequent elections), with the Board of Managers being compensated in some fashion?

Sam wants to have an active role in the company for some time, but the way the deal is drafted now, he is risking giving up ownership of the product, as well as control, very quickly and with not much of a guaranteed return in exchange for that risk.

Thoughts?

John J. Davis III, J.D., Ph.D.

Member, Attorney



BIBBY, McWILLIAMS & KEARNEY, PLLC

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From: Thomas Gruenert [mailto:TGruenert@neighborshealth.com]

Sent: Friday, January 27, 2017 4:04 PM

To: John Davis <jdavis@bmkpllc.com>

Subject: Fw: Contribution and Company Agreements

John, these are redlined to show all changes made since your last turn.

I spoke too soon when I said that all your proposed changes were fine...I woke up and noticed two things that have been modified here:

1. The provision in the Company agreement where Managers are given an unrestricted right to transfer shares. I inserted language stating that you don't become a Manager just because you get an assignment of a Manager's equity...you've got to get yourself elected.
2. The provision in the Contribution Agreement where Sam filled in the blank for his Manager's fee after 2 years to be \$10,000 a month. I should have got that before and just didn't. I changed it to say that the Manager's fee after his two year consulting deal will be the amount agreed upon by the managers. If there's plenty of cash and he can convince his partners that they all should collect a \$10,000 a month management fee, more power to him.
3. I made just a small change to the severance payment language you added. Since the Contribution Agreement doesn't really have a term, I changed it to say that, if Sam is fired as a consultant and Manager for cause, he gets paid everything that he otherwise would have coming to him through the second anniversary of the effective date.

I'm cutting out, so call me on my cell if you want to discuss. 713-503-6963. My assistant Kellie will send execution copies of these versions to you and Sam. TGG

Exhibit 5

Reply all | ▼ Delete Junk | ▼ ...

Thomas Gruenert, J.D.

General Counsel

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cell 713.253.3036 | NEC24.COM

From: Sam Alam <salam@neighborshealth.com>

Sent: Wednesday, March 8, 2017 2:10 PM

To: Thomas Gruenert; Rajan U. Popat

Subject: Re: License Agreement with Neighbors

Tom: Good Afternoon. We are at the Pearland EC conducting training sessions.

1. With regard to the License Agreement change it to WHATEVER you think it ought to be that works for all.
2. With regard to disability insurance and key man life insurance - it just protects me from getting sick and/or unable to work and/or dying prematurely. I want my family to have some protection from the unknown. Normally, there is some remuneration for these type of events.

Feel free to call me if you still have questions. Regards,

Sam Alam

Executive Director, Telehealth

address Houston, TX 77042

office 713-385-7979

NEC24.COM

From: Thomas Gruenert <TGruenert@neighborshealth.com>

Sent: Wednesday, March 8, 2017 1:55:17 PM





To: Rajan U. Popat; Sam Alam

Subject: License Agreement with Neighbors

Gentlemen, I need a little guidance to get the license agreement from NTH to Neighbors Health done.

1. What are you calling the software? Right now the agreement that John drafted simply refers to it as the "Drisonline Software" and that probably isn't right. Not as pithy as, say, "Windows 2016" or "Adobe Flash."
2. Unless you tell me otherwise, I am going to assume that the locations to be covered by the license are all Neighbors facilities, now or to be developed during the term of the License. That will enable us to avoid having to amend the agreement every time a new free standing comes on line. is ok?

Thanks. TGG

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Thomas Gruenert, J.D.

General Counsel



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office 713.436.5200 | **fax** 713.436.5210

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Fwd: Re: Neighbors Telehealth, LLC

Thomas Gruenert <TGruenert@neighborshealth.com>

☞ Reply all | ▼


Wed 3/8/2017, 12:53 PM

Sam Alam; Rajan U. Popat ▼

Inbox


You forwarded this message on 3/28/2017 8:08 PM

📌 Action Items

 Sam, Mr. Davis appears to think that he's still your lawyer. Do you want me to communicate with him on our agreements or not? TGG

 Thomas Gruenert, J.D.

General Counsel

 address 10800 Richmond Ave. Houston, TX 77042

office 713.436.5200 | fax 713.436.5210

cell 713.253.3036 | NEC24.COM


From: John Davis <jdavis@bmkpllc.com>

Sent: Wednesday, March 8, 2017 12:48:36 PM

To: Thomas Gruenert

Cc: Dan Kennedy

Subject: Re: Neighbors Telehealth, LLC

 Checking in. All is well?

John J. Davis III, J.D., Ph.D.

Member, Attorney

Bibby, McWilliams & Kearney, PLLC

410 Pierce St., Suite 241, Houston, TX 77002

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Re: License Agreement with Neighbors

Thomas Gruenert <TGruenert@neighborshealth.com>

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Wed 3/8/2017, 3:03 PM

Sam Alam; Rajan U. Popat

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⑤*

Thanks Sam, this is what I needed to know. TGG

Thomas Gruenert, J.D.

General Counsel



address 10800 Richmond Ave. Houston, TX 77042

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From: Sam Alam <salam@neighborshealth.com>

Sent: Wednesday, March 8, 2017 3:01 PM

To: Thomas Gruenert; Rajan U. Popat

Subject: Re: License Agreement with Neighbors

⑥*

Tom: John Davis is NOT representing me anymore. He has called me a few times and I have not returned his call - may be that is why he is calling you. I just placed a call to him and left him a VM to call me - when he does, I will tell him that I will take it from here. Sam

Sam Alam

Executive Director, Telehealth



address Houston, TX 77042

office 713-385-7979




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From: Thomas Gruenert <TGruenert@neighborshealth.com>

Sent: Wednesday, March 8, 2017 2:41:32 PM

To: Sam Alam; Rajan U. Popat

Subject: Re: License Agreement with Neighbors

Reply all |   Delete Junk |  ...

office 713-585-7979

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From: Thomas Gruenert <TGruenert@neighborshealth.com>

Sent: Tuesday, March 21, 2017 12:58:08 PM

To: Kellie Keeling

Cc: Sam Alam

Subject: Alam Employment Agreement

 KK, here is what I hope is the final revision of Sam's employment agreement. Please fix my formatting problems, add EDMG to the signature page and prepare us an execution copy. Thanks. TGG

Thomas Gruenert, J.D.

General Counsel



address 10800 Richmond Ave. Houston, TX 77042

office 713.436.5200 | **fax** 713.436.5210

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Re: Alam Employment Agreement

Sam Alam

Fri 3/24/2017 4:16 PM

Thomas Gruenert

Reply all |

Sent Items

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Tom: I am too old to brown nose - but I am on the record of praising your fairness in the transaction. I hope and pray that someday Setul et.al will realize the benefits of telehealth for the continued success of NH. Thank you for all your help and best wishes.

From: Thomas Gruenert <TGruenert@neighborshealth.com>

Sent: Friday, March 24, 2017 1:02:22 PM

To: Sam Alam

Subject: Re: Alam Employment Agreement

I'm a slow study. I will get this fixed. The Base Salary will be adjusted if you cut back, but will only be terminated during the initial 5 year term if you are terminated for cause. My draft was wrong. TGG

Thomas Gruenert, J.D.

General Counsel

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cell 713.253.3036 | NEC24.COM

From: Sam Alam <salam@neighborshealth.com>

Sent: Wednesday, March 22, 2017 4:52 PM

To: Thomas Gruenert

Subject: Re: Alam Employment Agreement

Tom: Good evening from cold Boston.

One quick note, reading on the plane I noticed section 4(d) which was not there before. If I read it correctly the INITIAL TERM suggests that if I am terminated for "any reason....." the word "any reason" is scary. Please remove section 4(d) or reword it " If Alam's employment is terminated for cause....." What do you think?

Many Thanks, Sam

🔄 Reply all | ▼ 🗑 Delete Junk | ▼ ...

address Houston, TX 77042
office 713-385-7979
NEC24.COM

From: Thomas Gruenert <TGruenert@neighborshealth.com>
Sent: Tuesday, March 21, 2017 2:52:56 PM
To: Sam Alam; Kellie Keeling
Subject: Re: Alam Employment Agreement

Sam,

There several agreements that we ought to sign at the same time...Contribution Agreement, Software License Agreement, LLC Agreement, etc. and we don't have the execution copies ready. So I'm going to have to email the execution copies to you over the next couple of days...we'll send a package of signature pages that you can print and sign at the hotel and email back. Alternatively, we can have a signing party when you get back.

On the question regarding 4(iii)(e), there are a finite number of agreements that you will be a party to individually. The Contribution Agreement, the Assignment and Bill of Sale for the assets, and the LLC Agreement may be it. The point being that, if we discover a material breach-like a rep of any warranty you've made regarding title to the assets-we can trigger a default under the employment agreement. How about I change the provision to state that any material rep or warranty you made in the other agreements is false remains uncured after notice? TGG

Thomas Gruenert, J.D.
General Counsel

address 10800 Richmond Ave. Houston, TX 77042
office 713.436.5200 | fax 713.436.5210
cell 713.253.3036 | NEC24.COM

From: Sam Alam <salam@neighborshealth.com>
Sent: Tuesday, March 21, 2017 1:28 PM
To: Thomas Gruenert; Kellie Keeling
Subject: Re: Alam Employment Agreement

Tom: Wow - that was a quick turn around - many thanks. Only one question, section 4 (iii) (a) defines cause for termination, so material breach in 4 (iii) (e) is unclear - my thinking is either remove it or clarify as to what I can and cannot do. I can come upstairs and sign the document pending this change. I am off to Boston in the morning to attend my son's Parents Day at Harvard - if not, I can sign it online from snowy Boston - do whatever is easy for you. Thanks, Sam

Sam Alam
Executive Director, Telehealth

Exhibit 6

EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** (this “**Agreement**”) is entered into as of the 31st day of March, 2017 (the “**Effective Date**”), by and between Neighbors Telehealth, LLC, a Texas limited liability company (“**NTH**”) whose mailing address is 10800 Richmond Avenue, Houston, Texas 77042, EDMG, LLC, a Texas limited liability company (“**EDMG**”) whose mailing address is 10800 Richmond Avenue, Houston, Texas 77042, and Sohail Alam, a Texas resident whose mailing address is 7505 Fannin Street, Suite 312, Houston, Texas 77054 (“**Alam**”). NTH, EDMG and Alam may each be referred to herein as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Alam is experienced in providing project management and software design services to healthcare providers in connection with providing telehealth services to patients;

WHEREAS, NTH desires to engage Alam to provide management, business development, software development, and marketing services for NTH, a newly created business owned by NH, Alam, Dr. Setul Patel, and Dr. Rajan Popat;

WHEREAS, Alam desires to provide to NTH such services on the terms and conditions contained herein;

WHEREAS, EDMG is a wholly owned subsidiary of Neighbors Health, LLC (“Neighbors”);

WHEREAS, Neighbors is a shareholder of NTH; and

WHEREAS, NTH and Neighbors intend to collaborate in a program to provide telemedicine consulting services to Neighbors’ patients through the use of NTH’s products and personnel.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Employed as Employee.** The Parties hereto expressly acknowledge and agree that:
 - (a) Alam hereby is employed by EDMG to serve as the Executive Director of NTH, in consideration of the Base Salary described in Section 2 below. The foregoing notwithstanding, Alam shall be subject to the supervision of the Board of Managers of NTH, and no modification or variation in the terms of this Agreement or the terms of Alam’s duties and responsibilities shall be authorized except upon the affirmative vote of a majority of members of the NTH Board of Managers.
 - (b) EDMG shall have the responsibility to Alam as any employer does to an employee, including, but not limited to, withholding necessary payroll taxes, FICA, workers’ compensation insurance, disability benefits, and fringe benefits.

- (c) Alam's role as the Executive Director of NTH is that of a manager/consultant/advisor with attendance on-site or telephonically to provide assistance and recommendations in connection with telehealth services, in the form of business planning, marketing, business development, supervision, hiring and firing of personnel, and providing project updates to the NTH Board of Managers on a monthly or quarterly basis, or at the discretion of the NTH Board of Managers (the "Services").
- (c) During the Term of this Agreement, Alam may engage in any other business or professional activities provided that such services do not unduly interfere with the Services hereunder or cause Alam to violate any term or condition of this Agreement. Alam agrees that he shall devote all necessary time and attention to the execution of his responsibilities as the Executive Director of NTH.
- (e) The Parties understand and agree that a decision by the NTH Board of Managers to not act upon or follow any recommendations and/or advice of Alam shall not constitute cause to terminate this Agreement.

2. **Payment for Services.** As full and total consideration for Alam's Services hereunder:

- (a) EDMG shall pay Alam the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) per month ("Base Salary"). The Base Salary shall remain in effect during the "Initial Term" of this Agreement (as defined in Section 4 below).
- (b) NTH and EDMG recognize that Alam has been providing Services since August 29, 2016, and they agree to pay Alam the sum of Sixty Thousand and 00/100 Dollars (\$60,000.00) for these six (6) months of prior Services with payments to be deferred until such time that, in the determination of the NTH Board of Managers, NTH has become cash flow positive and the payment of the above-described deferred compensation shall not cause NTH to experience any degree of illiquidity.
- (c) Payment of the Base Salary and the deferred compensation will be made to Alam by W2 direct deposit paycheck on the fifteenth (15th) day of each month or standard days designated for payroll.
- (d) NTH will reimburse Alam for reasonable and necessary out-of-pocket expenses actually incurred by Alam directly in connection with the Services from August 29, 2016, and going forward, provided that:
 - (i) all expenses and the reimbursement of same shall comply with NTH's corporate policies and procedures, including ensuring that receipts are provided;
 - (ii) all expenses are itemized on an invoice provided to NTH within the timeframes set forth below;

- (iii) all necessary national or regional travel is booked through Neighbors' company travel department; and
- (iv) all such expenses have been pre-approved by NTH.
- (v) Alam shall invoice NTH for expenses monthly in arrears for all previously approved expenses; provided that Alam shall submit all expenses for the immediately preceding month prior to the fifth (5th) day of the month immediately following the month in which the expenses were incurred. If Alam does not submit expenses within the timeframe specified in this Section 2, NTH will have no obligation to reimburse Alam for such expenses, i.e. Alam will forever forfeit reimbursement of expenses not submitted to NTH within the timeframe specified in this Section 2.
- (e) EDMG shall provide Alam and Alam's spouse with health insurance during the Term of this Agreement at no expense to Alam.
- (f) EDMG shall provide Alam with a stipend, to be adjusted by the NTH Board of Managers from time to time, sufficient to pay the premiums for short and long term disability insurance as well as a term life insurance policy.
- (g) The stipend to pay insurance premiums shall continue through the entire Term of this Agreement.
- (h) The Parties agree that, in the event Alam wishes to reduce his performance in regards to the Services, the Parties will promptly negotiate in good faith a commercially reasonable and mutually agreeable modifications to the Services, with modifications to the compensation described herein analogous to the modifications in the Services.

3. **Representations of Alam.** Alam hereby represents and warrants to EDMG and NTH that Alam:

- (a) does not require and is not required to obtain the consent, or acknowledgement of any other person or entity in order to enter into this Agreement;
- (b) the execution of this Agreement and the performance by Alam of his obligations hereunder, do not contravene or constitute a breach of any other agreement to which Alam is a party;
- (c) has not been convicted of a criminal offense related to the provision of health items or services;

- (d) has not been suspended, excluded, debarred or otherwise ineligible to participate in any federal or state health program as defined in 42 U.S.C. 1320a-7b(f), including, but not limited to, the Medicare or Medicaid programs; and
- (e) is not under investigation or otherwise aware of any circumstances which may result in Alam being excluded from participation in an federal or state health care program.

4. **Term and Termination.**

- (a) Term. This Agreement shall commence on the Effective Date and shall continue for a period of five (5) years, (the “**Term**”).
- (b) Termination. This Agreement may be terminated as follows:
 - (i) by mutual written agreement of Alam, EDMG and NTH; or
 - (ii) by any Party in the event of another Party's material breach of any term of this Agreement; provided, however, the termination for the breach of this Agreement will not become effective unless, and until, the Party not in default has given the other Party written notice of breach, which notice shall state the nature of said breach, and the Party allegedly in breach shall thereafter have a period of fifteen (15) business days in which to remedy said breach to the reasonable satisfaction of the party not in default; or
 - (iii) immediately by EDMG and NTH upon the occurrence of any of the following events, each of which shall constitute “Cause” for termination: (a) death of Alam, (b) the commission of an act of fraud or embezzlement upon EDMG, Neighbors and/or NTH by Alam, (c) Alam is found by a court of competent jurisdiction to have committed, or pleads guilty to or *nolo contendere* to a charge that Alam committed a felony or misdemeanor related to the provision of health items or services, (d) the suspension, exclusion, debarment or determination of ineligibility of Alam to participate in any federal or state health program as defined in 42 U.S.C. 1320a-7b(f) including, but not limited to, the Medicare or Medicaid programs, (e) a material breach by Alam under the terms of this Agreement or any other agreement between or among the parties that remains existing and uncured thirty (30) days after written notice to Alam, or (f) a breach by Alam of any restrictive covenant that is binding upon Members of NTH.
- (c) Effect of Termination. In the event of a termination or expiration of this Agreement, Alam shall submit a final invoice to NTH, which invoice shall reflect all amounts owing for periods prior to the effective date of termination or expiration, and NTH shall make a final payment of all non-disputed amounts by the thirtieth (30th) day following receipt of such final invoice.

- (d) Initial Term. If Alam's employment is terminated by any Party or for any reason except Cause, the portion of the Term during which Alam was employed by EDMG shall be referred to as the "Initial Term." Provided that Alam's employment has not been terminated for Cause, the stipend to be paid to Alam to cover the expense of health, life and disability insurance shall continue to be paid throughout the balance of the Term. The Base Salary shall be due and payable for the sixty (60) month term of this Agreement unless (i) Alam is terminated for Cause, in which case the Base Salary shall cease as of the effective date of termination, or (ii) Alam elects to modify his employment in order to serve on a less than full time basis, in which case the Base Salary shall be adjusted by the NTH Board of Managers to be proportionate to Alam's reduced duties and responsibilities.
- (e) Continuing Obligations. Alam acknowledges and agrees that any termination under this Section 4 is not intended, and shall not be deemed or construed, to affect in any way the covenants contained in Sections 5, 6, 7, 8, 11, and 12 hereof, which shall continue in full force and effect beyond such termination.

5. Indemnification. NTH shall indemnify and hold Alam harmless from and against any and all losses, claims, damages, liabilities, and expenses (including all reasonable attorneys' fees) whatsoever to which NTH may become subject relating to and/or arising out of Alam's performance of duties hereunder, except to the extent that such acts or omissions of Alam constitute Cause for termination of this Agreement. The terms of this Section 5 shall survive the expiration or termination of this Agreement.

6. Confidential Information; Covenant Not to Disclose. The terms of this Section 6 shall survive the expiration or termination of this Agreement.

- (a) Alam covenants and undertakes that Alam will not at any time during or after the termination of this Agreement reveal, divulge, or make known to any person, firm, corporation, or other business organization (other than NTH, EDMG, Neighbors or any of their affiliates), or use for any purpose other than the sole benefit of NTH any Confidential Information (as hereinafter defined) of any kind used by NTH during the Term and made known (whether or not with the knowledge and permission of NTH, whether or not developed, devised, or otherwise created in whole or in part by the efforts of Alam, and whether or not a matter of public knowledge unless as a result of authorized disclosure) to Alam. Alam further covenants and agrees that Alam shall retain such Confidential Information in trust for the sole benefit of NTH, its successors and assigns.
- (b) For purposes of this Agreement, "**Confidential Information**" shall mean confidential or proprietary information of NTH, EDMG and/or Neighbors and any of their affiliates, including financial statements and/or other financial information, technical and engineering information, know-how, trade secrets, manufacturing processes, development processes, financial information, marketing and distribution information, referral source names and/or lists, patient names and/or lists, vendor names or lists, business information, compilations, specifications, strategies,

projections, processes, techniques, formulae, models and patent disclosures, product information, product economics, notes, memoranda, drawings, specifications, programs, data, patient information, or other materials of any nature relating to any matter within the scope of the business or any anticipated business of NTH, EDMG or Neighbors and any of their affiliates or concerning any of their respective personnel, business dealings or affairs.

7. **Rights to Data.** All original written material created or developed by Alam for NTH pursuant to this Agreement shall belong exclusively to NTH and may be transferred and used by NTH and its subsidiary corporations without further compensation to Alam ("NTH Work"). All NTH Work shall be deemed to be a "work made for hire" within the meaning of the Copyright Act of 1976, as amended. To the extent that any NTH Work hereunder may not be considered a "work made for hire," Alam irrevocably assigns all right, title and interest in and to NTH Work to NTH and agrees that it will execute any and all documents necessary to transfer and/or evidence NTH's ownership rights therein. Alam shall not copyright, appropriate, sell or distribute NTH's Work for Alam's own benefit or take any other action inconsistent with NTH's exclusive ownership. Alam shall not grant to third parties copyrights or other property rights in NTH Work without the express written consent of NTH. All materials provided by NTH to Alam in connection with this Agreement are NTH's exclusive property. The terms of this Section 7 shall survive the expiration or termination of this Agreement.

8. **Non-Disparagement.** The Parties agree that each will not engage in any conduct or make any statement which may tend to disparage the good name and reputation of the another Party, Neighbors, or any of their shareholders, subsidiaries, divisions, affiliated and related entities, benefit and/or pension plans or funds, successors and assigns, and any and all of their past, present or future officers, directors, stockholders, agents, trustees, and fiduciaries (whether acting as agents or in their individual capacities), including, but not limited to, publicly disparaging (or inducing or encouraging others to publicly disparage) such other persons. The terms of this Section 8 shall survive the expiration or termination of this Agreement.

9. **Conflict of Interest.** Unless waived by NTH in writing, during the Term of this Agreement, Alam shall not accept employment or enter into any contract to provide services substantially similar to the Services provided hereunder with any other entity, organization or individual which, in the discretion of the NTH Board of Managers, competes with NTH. The foregoing notwithstanding, Alam acknowledges and agrees that he shall remain bound by the restrictive covenants set forth in Article 6 of the NTH Company Agreement in strict accordance with its terms.

10. **Compliance with Applicable Laws.** Alam hereby represents, warrants and covenants that Alam and Alam's agent(s) are aware that it is illegal to knowingly and willfully offer, pay, solicit or receive any remuneration in return for or to induce referrals or other business that is payable, in whole or in part, by a federal health care program, and that such conduct may subject the parties involved to civil and/or criminal penalties. Alam and Alam's agent(s) agree that they shall abide by all laws, rules and regulations promulgated by any governmental authority having jurisdiction over NTH and/or the Alam. Alam and Alam's agent(s) agree that they shall also abide by any and all rules, policies and/or procedures as may be issued in writing by NTH from

time to time. Alam and Alam's agent(s) further represent, warrant and covenant to comply with all applicable laws and regulations regarding the use and disclosure of patient information, including without limitation, the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), are related regulations and the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Title XIII of the American Recovery and Reinvestment Act of 2009 ("ARRA"). In addition, Alam hereby agrees to enter into and comply with the terms and conditions of the Business Associate Agreement at the request of Neighbors.

11. **Access to Books, Documents and Records.** To the extent applicable under Section 1861(v)(1)(I) of the Social Security Act, as amended, Alam agrees that, upon request made in accordance with applicable law and regulations, the Comptroller General of the United States, the United States Department of Health and Human Services and the duly authorized representatives of the foregoing shall be given access to the following records from the date of this Agreement until the expiration of four (4) years after the furnishing of the services under this Agreement: this Agreement, and all books, documents and records as are necessary to verify the nature and extent of the costs to NTH of services rendered hereunder. In the event any request for books, documents and records is made to Alam, Alam shall promptly give notice of such request to NTH, shall promptly provide NTH with a copy of such request and shall promptly provide NTH with a copy of each book, document and record made available to one or more of the persons and agencies listed above or shall identify each such book, document and record to NTH and shall grant NTH access thereto for review and copying. The provisions of this Section 11 shall survive the expiration or earlier termination of this Agreement.

12. **Mediation/Arbitration of Disputes Among Parties.** In any dispute over or in any way related to the provisions of this Agreement and in all other disputes among the Parties, (the "**Disputing Parties**") (including issues of enforceability, termination, and arbitrability), the dispute shall:

- (a) Be promptly negotiated in good faith between the Disputing Parties.
- (b) In the event that negotiation fails or upon the expiration of one (1) month of the event(s) giving rise to the dispute, whichever is sooner, the dispute shall then be submitted to non-binding mediation. The Disputing Party shall apply to the American Arbitration Association for a mediator, with the mediation to take place in Houston, Texas.
- (c) In the event mediation fails to resolve all of the issues between or among the Disputing Parties, or if mediation is not held within two (2) months of the event(s) giving rise to the dispute, then the matter or any remaining matters shall be submitted to final, non-appealable, binding arbitration. The arbitration shall be held by the American Arbitration Association in accordance with the Commercial Arbitration Rules and the Optional Rules for Emergency Measures of Protection of the American Arbitration Association. The place of arbitration shall be Houston, Texas. The arbitration will be conducted in English. The arbitrator may issue any preliminary, injunctive, and/or equitable relief. Nothing in this paragraph will serve

to restrict the ability to apply for emergency relief. Any Party may, after failure of the negotiation and mediation procedures above, commence arbitration of the dispute by sending a written request for arbitration to all other Disputing Parties. The request shall state the nature of the dispute to be resolved by arbitration, and arbitration shall be commenced as soon as practical after such Parties receive a copy of the written request. Parties may not bring suit regarding any disputes, controversies, or claims subject to this paragraph of this Agreement in any venue other than an arbitration pursuant to this paragraph of the Agreement, except in order to enforce this paragraph or enforce an arbitral award made pursuant to this paragraph. In the event that a Party attempts to bring an action in violation of this paragraph, Parties agree that the other Party will be entitled to the arbitrator or judge entering an injunction to enjoin such unauthorized action. All Parties shall initially share the cost of arbitration, but the prevailing Party or Parties shall be awarded attorneys' fees, costs, and other expenses of arbitration. All arbitration decisions shall be final, binding, and conclusive on all the Parties to arbitration, and legal judgment may be entered based upon such decision in accordance with applicable law in any court having jurisdiction to do so. The Parties agree that the arbitral award shall be recognized by any applicable courts pursuant to all applicable statutes, conventions, and treaties. The Parties agree that this Agreement concerns interstate commerce for purposes of the Federal Arbitration Act and the Federal Arbitration Act shall apply. The terms of this Section 12 shall survive the expiration or termination of this Agreement.

13. **General Provisions.**

- (a) Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing, shall be effective upon receipt, and shall be sufficient if delivered personally, sent by prepaid air courier or sent by registered or certified mail, return receipt requested, to each Party at their respective address set forth at the beginning of this Agreement.
- (b) Entire Agreement. With respect to the subject matter hereof, this Agreement embodies the entire agreement and understanding among the Parties hereto, and supersedes all prior agreements and understandings relating to such subject matter.
- (c) Assignment. Alam shall not assign any of Alam's rights or obligations under this Agreement without the prior written consent of NTH. NTH may assign this Agreement without prior written consent of Alam.
- (d) Amendments. The terms and provisions of this Agreement may not be modified or amended except in a writing executed by all Parties hereto.
- (e) Counterparts. This Agreement may be executed in any number of counterparts, including facsimile or an e-mail of a PDF file containing a copy of the signature page of the person executing this document, each of which shall be an original, but all of which together shall constitute one in the same instrument.

- (f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its principles of conflicts of laws.
- (g) Waiver of Breach. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement, or of any succeeding breach.
- (h) Captions. The captions in this Agreement are solely for convenience of reference and shall be given no effect in the construction or interpretation hereof.
- (i) Survival. The covenants contained in Sections 5, 6, 7, 8, and 11, and 12 of this Agreement shall survive the termination or expiration of this Agreement.
- (j) Remedies. The Parties understand that each will suffer irreparable harm in the event that the other Party breaches any of the obligations set out in this Agreement and that monetary damages will be inadequate to compensate for the breach. Accordingly, the Parties agree that in the event of a breach or threatened breach for any part of this Agreement, the non-breaching Party, in addition to any other rights or remedies available, shall be entitled to temporary restraining orders, temporary injunctions, and permanent injunctions in order to prevent or to restrain any such breach. The Parties further agree that if a Party violates any of the covenants or agreements herein, the non-violating Party shall be entitled to a claim for damages and reasonable attorney's fees arising from said violation(s); this remedy shall be in addition to any injunctive relief, liquidated damages, or other remedies to which the Party may be entitled to pursue.
- (k) Successors and Assigns. Rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
- (l) Severability. If any term or provision of this Agreement or the application thereof to any circumstance shall, to any extent, be found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be enforced to the fullest extent permitted by law. Specifically with limitation, if any provision shall be deemed by a court or arbitrator of competent jurisdiction to be invalid or unenforceable as to any periods of time, territories or business activities, such provision shall be deemed limited to the extent necessary to render it valid and enforceable.
- (m) Amendments and Waivers. This Agreement may be amended only by a written instrument signed by the Parties. No provisions of this Agreement may be waived except by an instrument in writing signed by the Party sought to be bound. No failure or delay by any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, and a waiver of a particular right or remedy on one

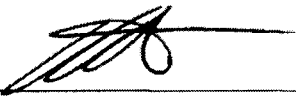
occasion shall not be deemed a waiver of any other right or remedy or a waiver on any subsequent occasion.

- (n) Presumption. All Parties acknowledge and represent that they all participated in the drafting and negotiation of this Agreement. Accordingly, this Agreement, or any section thereof, shall not be construed against any Party due to the fact that said Agreement or any section thereof was drafted by said Party.
- (o) Terms. Common nouns and pronouns refer to the singular and plural identity of the person or persons, firm, or corporation as the context requires. Any reference to commercial codes, restatements, laws, or other statutes will include all amendments, modifications, or replacements of the specific sections and provisions concerned.
- (p) Further Assurances. Each Party agrees to execute and deliver additional documents and instruments and to perform all additional acts and things necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.
- (q) No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person has or will have any rights, interests, or claims hereunder or be entitled to any benefits under, or on account of, this Agreement, as a third party beneficiary or otherwise.
- (r) Acts Prior to Execution. EACH PERSON SIGNING THIS AGREEMENT ACKNOWLEDGES THAT HE OR SHE WAS URGED IN ADVANCE TO SECURE SEPARATE INDEPENDENT LEGAL COUNSEL IN CONNECTION WITH SIGNING AND MAKING THIS AGREEMENT AND ITS EFFECT UPON EACH OF THEM, HAS CAREFULLY READ AND UNDERSTOOD THE PROVISIONS OF THIS AGREEMENT, UNDERSTANDS THAT ITS RIGHTS IN PROPERTY MAY BE ADVERSELY AFFECTED BY THIS AGREEMENT, IS SIGNING AND MAKING THIS AGREEMENT VOLUNTARILY, HAS BEEN PROVIDED A FAIR AND REASONABLE DISCLOSURE OF THE PROPERTY AND FINANCIAL OBLIGATIONS OF THE OTHER PARTIES AS IT WOULD IMPACT ON THE AGREEMENT, AND HEREBY VOLUNTARILY AND EXPRESSLY WAIVES IN THIS WRITING ANY RIGHT TO DISCLOSURE OF THE PROPERTY AND FINANCIAL OBLIGATIONS OF THE OTHER PARTIES BEYOND THE DISCLOSURE PROVIDED.

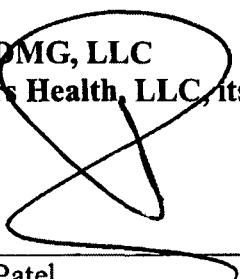
[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have executed this Employment Agreement:

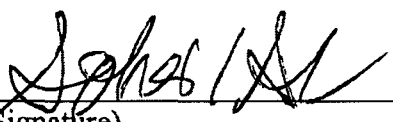
"NTH:" NEIGHBORS TELEHEALTH, LLC

By:  _____ Date: 3 / 31 / 17
Rajan Popat
Executive Medical Director

"EDMG:" EDMG, LLC
By: Neighbors Health, LLC, its Manager

By:  _____ Date: 3 / 31 / 17
Setul Patel
President and Chief Executive Officer

"ALAM:" SOHAIL ALAM

By:  _____ Date: 3 / 31 / 17
(Signature)

SCHEDULE A

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (this “**BA Agreement**”), dated as of the 31st day of March, 2017, supplements and is made a part of the Employment Agreement (as defined below), by and between Neighbors Health, LLC, a Texas limited liability company, on behalf of itself and its subsidiaries and affiliates (“**Covered Entity**”), and Sohail Alam, a Texas resident (“**Business Associate**”).

WHEREAS, Covered Entity and Business Associate are parties to the Employment Agreement pursuant to which Business Associate provides certain services to Covered Entity. In connection with Business Associate’s services, Business Associate creates, receives, maintains or transmits Protected Health Information from or on behalf of Covered Entity, which information is subject to protection under the federal Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (“**HIPAA**”), the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the “**HITECH Act**”), and related regulations promulgated by the Secretary (“**HIPAA Regulations**”).

WHEREAS, in light of the foregoing and the requirements of HIPAA, the HITECH Act, and HIPAA Regulations, Business Associate and Covered Entity agree to be bound by the following terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

(a) General. Terms used, but not otherwise defined, in this BA Agreement shall have the same meaning given to those terms by HIPAA, the HITECH Act and HIPAA Regulations as in effect or as amended from time to time.

(b) Specific.

(i) Breach. “**Breach**” shall have the same meaning as the term “breach” in 45 CFR § 164.402.

(ii) Electronic Protected Health Information. “**Electronic Protected Health Information**” shall have the same meaning as the term “electronic protected health information” in 45 CFR § 160.103, limited to the information that Business Associate creates, receives, maintains, or transmits from or on behalf of Covered Entity.

(iii) Individual. “**Individual**” shall have the same meaning as the term “individual” in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

(iv) Privacy Rule. “**Privacy Rule**” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164.

(v) Protected Health Information. “**Protected Health Information**” shall have the same meaning as the term “protected health information” in 45 CFR § 160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

(vi) Required By Law. “**Required By Law**” shall have the same meaning as the term “required by law” in 45 CFR § 164.103.

(vii) Secretary. “**Secretary**” shall mean the Secretary of the Department of Health and Human Services or his designee.

(viii) Security Incident. “**Security Incident**” shall have the same meaning as the term “security incident” in 45 CFR § 164.304, and includes attempted or successful unauthorized access to, or interference with, system operations in an information system.

(ix) Security Rule. “**Security Rule**” shall mean the Security Standards at 45 Part 160 and Part 164.

(x) Employment Agreement. “**Employment Agreement**” shall mean the Employment Agreement between Neighbors Telehealth, LLC and Sohail Alam. The Employment Agreement is amended by and incorporates the terms of this BA Agreement.

(xi) Unsecured Protected Health Information. “**Unsecured Protected Health Information**” shall have the same meaning as the term “unsecured protected health information” in 45 CFR § 164.402.

2. Obligations and Activities of Business Associate.

(a) Use and Disclosure. Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by the Employment Agreement, this BA Agreement or as Required By Law. Business Associate shall comply with the provisions of this BA Agreement relating to privacy and security of Protected Health Information and all present and future provisions of HIPAA, the HITECH Act and HIPAA Regulations that relate to the privacy and security of Protected Health Information and that are applicable to Covered Entity and/or Business Associate. To the extent Business Associate is to carry out any of Covered Entity’s obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation.

(b) Appropriate Safeguards. Business Associate agrees to use appropriate safeguards, and comply with the Security Rule with respect to Electronic Protected Health Information, to prevent the use or disclosure of the Protected Health Information other than as provided for by this BA Agreement. Without limiting the generality of the foregoing sentence, Business Associate will:

(i) implement administrative, physical, and technical safeguards that appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information as required by the Security Rule;

(ii) ensure that any agent or subcontractor to whom Business Associate provides Electronic Protected Health Information agrees to implement appropriate safeguards to protect Electronic Protected Health Information; and

(iii) promptly report to Covered Entity any Security Incident of which Business Associate becomes aware. Specifically, Business Associate shall notify Covered Entity within five (5) business days of any successful Security Incident or pattern of attempted Security Incidents, with periodic aggregated reporting of other attempted Security Incidents. In addition, Business Associate agrees to notify Covered Entity without unreasonable delay, but in no event more than thirty (30) calendar days, following the discovery of a Breach of Unsecured Protected Health Information. A Breach is considered "discovered" as of the first day on which the Breach is known, or by exercising reasonable diligence would have been known, to Business Associate or any employee or agent of Business Associate, other than the individual committing the Breach. Any notice to Covered Entity of a successful Security Incident or Breach of Unsecured Protected Health Information shall include the identification of each Individual whose Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed as a result of such Security Incident or Breach as well as any other relevant information regarding the Security Incident or Breach, including the applicable elements listed at 45 CFR § 164.404(c).

(c) Reporting. Business Associate agrees to report to Covered Entity within five (5) business days of any use or disclosure of Protected Health Information not permitted by this BA Agreement of which Business Associate becomes aware.

(d) Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate or his employees, agents or subcontractors in violation of the requirements of this BA Agreement (including, without limitation, any Security Incident or Breach of Unsecured Protected Health Information). Business Associate agrees to reasonably cooperate and coordinate with Covered Entity in the investigation of any violation of the requirements of this BA Agreement and/or any Security Incident or Breach. Business Associate shall also reasonably cooperate and coordinate with Covered Entity in the preparation of any reports or notices to Individuals, regulatory bodies or any third parties as required under HIPAA, HIPAA Regulations, the HITECH Act, or any other Federal or State laws, rules or regulations, provided that any such reports or notices shall be subject to the prior written approval of Covered Entity.

(e) Agents and Subcontractors. Business Associate shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Health Information on behalf of Business Associate agree to comply with the same restrictions, conditions and requirements that apply through this BA Agreement or otherwise to Business Associate with respect to such information. Business Associate shall enter into written agreements with any subcontractors, and the terms of such agreements shall incorporate the applicable requirements of, and otherwise

comply with, HIPAA, the HITECH Act, the HIPAA Regulations, and this BA Agreement, including but not limited to Section 2(b)(ii).

(f) Access to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under HIPAA Regulations. If an Individual makes a request for access to Protected Health Information directly to Business Associate, Business Associate shall notify Covered Entity of the request within fifteen (15) business days of such request and will cooperate with Covered Entity and allow Covered Entity to respond to the Individual.

(g) Amendments to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by Covered Entity, or take other measures as necessary to satisfy Covered Entity's obligations pursuant to HIPAA Regulations at the request of Covered Entity, and in the time and manner designated by the Covered Entity. If an Individual makes a request for an amendment to Protected Health Information directly to Business Associate, Business Associate shall notify Covered Entity of the request within fifteen (15) business days of such request and will cooperate with Covered Entity and allow Covered Entity to respond to the Individual.

(h) Access to Books and Records. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner designated by the Covered Entity or designated by the Secretary, for purposes of the Secretary determining compliance with the HIPAA Regulations.

(i) Accountings. Business Associate agrees to document such disclosures of Protected Health Information and maintain information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with HIPAA, HIPAA Regulations and the HITECH Act.

(j) Requests for Accountings. Business Associate agrees to provide to Covered Entity, or to an Individual at the direction of Covered Entity, in the time and manner designated by the Covered Entity, information collected in accordance with Section 2(i) of this BA Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with HIPAA, HIPAA Regulations and the HITECH Act. If an Individual makes a request for an accounting directly to Business Associate, Business Associate shall notify Covered Entity of the request within fifteen (15) business days of such request and will cooperate with Covered Entity and allow Covered Entity to respond to the Individual.

3. Permitted Uses and Disclosures by Business Associate.

(a) Employment Agreement. Except as otherwise set forth in this BA Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Employment Agreement, provided that such use or disclosure would not violate HIPAA, HIPAA Regulations or the HITECH Act if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(b) Use for Administration of Business Associate. Except as otherwise limited in this BA Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Disclosure for Administration of Business Associate. Except as otherwise limited in this BA Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that (i) the disclosure is Required By Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Data Aggregation. At the written request and direction of Covered Entity, Business Associate may provide data aggregation services relating to the health care operations of Covered Entity.

(e) De-Identification. At the written request and direction of Covered Entity, Business Associate may use the Protected Health Information to de-identify the information in accordance with the HIPAA Regulations for use by Covered Entity.

4. Permissible Requests by Covered Entity. Except as set forth in Section 3 of this BA Agreement, Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. If Covered Entity notifies Business Associate of (i) any limitations in Covered Entity's notice of privacy practices, (ii) any changes in or revocation of an Individual's permission to use or disclose his/her Protected Health Information, and/or (iii) any restriction on the use or disclosure of Protected Health Information to which Covered Entity has agreed or is required to agree, Business Associate will comply with any such limitations or restrictions as applicable in carrying out its duties under the Service Agreement or this BA Agreement.

5. Term and Termination.

(a) Term. This BA Agreement shall be effective as of the date first set forth above and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created, received, maintained or transmitted by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to

return or destroy Protected Health Information, protections are extended to such information, in accordance with the provisions in this Section.

(b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate of the terms of this BA Agreement, Covered Entity shall either:

(i) provide an opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, Covered Entity shall terminate: (A) this BA Agreement; (B) all of the provisions of the Employment Agreement that involve the use or disclosure of Protected Health Information; and (C) such other provisions, if any, of the Employment Agreement as Covered Entity designates in its sole discretion; or

(ii) immediately terminate: (A) this BA Agreement; (B) all of the provisions of the Employment Agreement that involve the use or disclosure of Protected Health Information; and (C) such other provisions, if any, of the Employment Agreement as Covered Entity designates in its sole discretion.

(c) Effect of Termination.

(i) Except as provided in Section 5(c)(ii), upon termination of this BA Agreement, for any reason, at Covered Entity's direction, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This Section shall apply to Protected Health Information in any form that is in the possession of Business Associate and subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(ii) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this BA Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. If it is necessary for Business Associate to maintain records for purposes permitted under Sections 3(b) or 3(c), Business Associate will return or destroy any such Protected Health Information when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities, and will otherwise maintain such Protected Health Information in conformity with this Agreement until the Protected Health Information can be returned or destroyed.

6. Indemnity. Business Associate agrees to indemnify, defend and hold harmless Covered Entity and its employees, directors, trustees, members, professional staff, representatives and agents (collectively, the "**Indemnitees**") from and against any and all claims (whether in law or in equity), obligations, actions, causes of action, suits, debts, judgments, losses, fines, penalties,

damages, expenses (including attorney's fees), liabilities, lawsuits or costs incurred by the Indemnitees which arise or result from a breach of the terms and conditions of this BA Agreement or a violation of HIPAA, the HITECH Act or HIPAA Regulations by Business Associate or its employees or agents. Business Associate's indemnification obligations hereunder shall not be subject to any limitations of liability or remedies in the Service Agreement.

7. Compliance with HIPAA Transaction Standards. When providing its services and/or products, Business Associate shall comply with all applicable HIPAA standards and requirements (including, without limitation, those specified in 45 CFR Part 162) with respect to the transmission of health information in electronic form in connection with any transaction for which the Secretary has adopted a standard under HIPAA ("Covered Transactions"). Business Associate will make its services and/or products compliant with HIPAA's standards and requirements no less than thirty (30) days prior to the applicable compliance dates under HIPAA. Business Associate represents and warrants that it is aware of all current HIPAA standards and requirements regarding Covered Transactions, and Business Associate shall comply with any modifications to HIPAA standards and requirements which become effective from time to time. Business Associate agrees that such compliance shall be at its sole cost and expense, which expense shall not be passed on to Covered Entity in any form, including, but not limited to, increased fees. Business Associate shall require all of its agents and subcontractors (if any) who assist Business Associate in providing its services and/or products to comply with the terms of this Section.

8. Miscellaneous.

(a) Regulatory References. A reference in this BA Agreement to a section in HIPAA, HIPAA Regulations, or the HITECH Act means the section in effect or as amended or modified from time to time, including any corresponding provisions of subsequent superseding laws or regulations.

(b) Amendment. The parties agree to take action to amend the Employment Agreement and this BA Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations and the HITECH Act.

(c) Survival. The respective rights and obligations of Business Associate under Sections 5(c) and 6 of this BA Agreement shall survive the termination of the Employment Agreement or this BA Agreement.

(d) Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA, HIPAA Regulations and the HITECH Act.

(e) Miscellaneous. The terms of this BA Agreement are hereby incorporated into the Employment Agreement. Except as otherwise set forth in Section 8(d) of this BA Agreement, in the event of a conflict between the terms of this BA Agreement and the terms of the Employment Agreement, the terms of this BA Agreement shall prevail. The terms of the Employment Agreement which are not modified by this BA Agreement shall remain in full force and effect in accordance with the terms thereof. This BA Agreement shall be governed by, and

construed in accordance with, the laws of the State of Florida, exclusive of conflict of law rules. Each party to this BA Agreement hereby agrees and consents that any legal action or proceeding with respect to this BA Agreement shall only be brought in the courts of the state where the Covered Entity is located in the county where the Covered Entity is located. The Employment Agreement together with this BA Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein, and this BA Agreement supersedes and replaces any former business associate agreement or addendum entered into by the parties. This BA Agreement may be executed in counterparts, each of which when taken together shall constitute one original. Any PDF or facsimile signatures to this BA Agreement shall be deemed original signatures to this BA Agreement. No amendments or modifications to the BA Agreement shall be effected unless executed by both parties in writing.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this HIPAA Business Associate Agreement as of the date set forth above.

“Covered Entity:” NEIGHBORS HEALTH, LLC

By: _____
Setul Patel
President and Chief Executive Officer

“Business Associate:” SOHAIL ALAM

(Signature)

Exhibit 7

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "Agreement") is made and entered into as of the 31st day of March, 2017 (the "Effective Date"), by and among Drisonline.com, Inc., a Texas corporation ("Drisonline"), Sohail Alam ("Alam"), Neighbors Telehealth, LLC, a Texas limited liability company ("NTH"), and Neighbors Health, LLC, a Texas limited liability company ("Neighbors Health"). Each of the foregoing is referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Drisonline was organized by Alam, as its sole shareholder, for the purpose of developing and operating software applications and products for use in a variety of telemedicine projects;

WHEREAS, NTH was organized to provide web-based patient consultation applications for certain licensed hospitals, doctors, clinics and facilities, including freestanding emergency departments owned and/or operated by, or otherwise affiliated with, Neighbors Health; and

WHEREAS, Alam, Drisonline and Neighbors Health have agreed to capitalize NTH, and thereafter to operate NTH, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Contributions and Consideration

At the Closing (as defined below), the following contributions, payments and interest issuances shall be made:

- a. Alam, as sole shareholder of Drisonline, shall contribute to NTH the monetary equivalent of Six Hundred Fifty Thousand and 00/100 Dollars (\$650,000.00), represented by the assets of Drisonline that are listed on Schedule 1(a) attached hereto (the "Contributed Assets"). The Parties agree that any assets of Drisonline that are not specifically listed on Schedule 1(a) as Contributed Assets are excluded from this transaction, and shall remain the sole property of Drisonline and/or Alam. The Contributed Assets shall be conveyed to NTH pursuant to the terms of an Assignment and Bill of Sale satisfactory in form to Drisonline, Alam and NTH. On and after the Effective Date, NTH shall hold sole legal title to the Contributed Assets, and shall be solely responsible for the payment of all expenses, charges and costs associated with the development, utilization and commercialization of the Contributed Assets. The consideration for such contribution shall be the issuance to Alam of the shares of Membership Interests of NTH that are reflected in Schedule 1(b) attached hereto. NTH is not and shall not be liable for any debt,

obligation or liability of Drisonline, and no liabilities of Drisonline are conveyed to or assumed by NTH as a result of this Agreement.

- b. Alam shall be retained by NTH and/or EDMG, LLC ("EDMG"), a Texas limited liability company and an affiliate of Neighbors Health, under the terms of an Employment Agreement acceptable in form to Alam, EDMG and NTH, to serve as NTH's Executive Director for a period of five (5) years from the date of the Employment Agreement.
- c. The Employment Agreement and/or Alam's service as the Executive Director of NTH, shall not be terminable prior to the fifth (5th) anniversary of the Closing of this Agreement except for "Cause." The term "Cause" shall be defined in the Employment Agreement in accordance with industry standard definitions that include fraud, conviction of a felony, unauthorized disclosure of NTH confidential information, breach of restrictive covenants, and similar material acts and omissions.
- d. The initial shareholders of NTH shall be as set forth on Schedule 1(b) attached hereto. At the Closing (as defined below), NTH shall issue share certificates to all of the Shareholders (the "Shareholders"), representing shares of Class A and Class B Membership Interests, as set forth on Schedule 1(b).

2. Closing

- a. The Closing of the transactions contemplated by this Agreement (the "Closing") shall take place at Neighbors Health's offices located at 10800 Richmond, Houston, Texas 77042 or such other location as shall be agreed to by the Parties, on the date hereof (the "Closing Date") and shall be effective as of 11:59 p.m. central time on the Closing Date. The Closing cannot and shall not take place until the following conditions shall have been satisfied to the sole satisfaction of NTH:
 - i. NTH shall have completed its initial due diligence review of the Source Code (as defined in Schedule 1(a)) and shall have notified Alam and Drisonline in writing that such review has established that the Source Code is fully adaptable to the business purposes intended by NTH and non-infringing on the intellectual property rights of any person;
 - ii. No lawsuit, administrative action or other proceeding shall have been filed and remain pending wherein the power, authority or right of Alam or Drisonline to convey the Contributed Assets to NTH shall be contested by any person; and

- iii. All necessary third-party consents, if any, to the transactions contemplated herein shall have been obtained in a form satisfactory to NTH.

3. Closing Deliveries

- a. Closing Deliveries. At the Closing, the Parties will deliver to NTH and one another the following:
 - i. Alam and Drisonline shall deliver to NTH an Assignment and Bill of Sale, whereby the Contributed Assets shall be conveyed to NTH;
 - ii. The Shareholders shall execute and deliver the Company Agreement of NTH (the "Company Agreement");
 - iii. NTH shall deliver to Juan Urrea a confirmation letter setting forth the terms of his employment as a full-time or part-time at-will employee of NTH; and
 - iv. NTH, EDMG and Alam shall have entered into the Employment Agreement.
- b. The Parties each stipulate and agree that the consideration contributed by the Shareholders set forth on Schedule 1(b), respectively, in consideration of their receipt of shares of Membership Interests of NTH, represents good and adequate consideration for NTH's issuance of their respective Membership Interests. Each Party releases any and all claims that such Party may have against NTH and any other party relating to the adequacy or payment of the consideration for the Membership Interests.

4. Management and Governance

- a. Pursuant to the Company Agreement, NTH shall be managed by a three (3) member Board of Managers. The initial members of the Board of Managers shall be Sohail Alam, Rajan Popat, M.D. and Setul Patel, M.D. (each an "Initial Manager"). The Company Agreement shall set forth the authority and responsibilities of the Managers.
- b. The Company Agreement shall provide that the Class A Membership Interests of NTH shall have a voting power of one (1) vote per one (1) share. The initial Board of Managers shall serve a term of five (5) years, pursuant to the Company Agreement. The Initial Managers after the expiration of the five (5) year term and new Managers appointed to the NTH Board of Managers shall be elected annually by a majority vote of the Class A Shareholders. The Class B Membership Interests of NTH shall carry no voting rights. The foregoing notwithstanding, the Company Agreement shall provide that the Initial Managers shall not be removed as a

Manager of NTH except for "Cause" before the fifth (5th) anniversary of the effective date of the Company Agreement.

5. Covenants of the Parties

- a. NTH covenants and agrees that, on and after the Closing Date, it shall be solely responsible for the payment of all expenses associated with the Contributed Assets, and shall be solely responsible for all costs incurred by NTH in the development of the various business lines to be pursued by NTH.
- b. Neighbors Health and Alam agree that they shall be bound by the restrictive covenants set forth in the Company Agreement as if incorporated herein.
- c. Alam covenants and agrees that he shall cooperate with Neighbors Health and NTH, and execute and deliver any additional instruments or agreements deemed necessary and appropriate by Neighbors Health and NTH, to ensure that legal title to the Contributed Assets is conveyed to NTH.
- d. In the event that NTH receives enough revenue to declare a profit, profits shall then be distributed upon the authorization of the NTH Board of Managers, with the Members receiving distributions of profits pro rata according to their respective membership interests held in NTH, as described in the Company Agreement.

6. Confidential Information

- a. The Parties covenant and undertake that the Parties will not, at any time during or after the termination of this Agreement, reveal, divulge, or make known to any person, firm, corporation, or other business organization, or use for any purpose, any Confidential Information of any kind used by the Parties during the term of this Agreement.
- b. For purposes of this Agreement, "Confidential Information" shall mean confidential and proprietary information, including technical and engineering information, know-how, trade secrets, manufacturing processes, development processes, financial information, marketing and distribution information, referral source names and/or lists, patient names and/or lists, vendor names and/or lists, business information, compilations, specifications, strategies, projections, processes, techniques, formulae, models and patent disclosures, product information, produce economics, notes, memoranda, drawings, specifications, programs, data, patient information, or other materials of any nature relating to any matter within the scope of the business of NTH, Neighbors Health and/or any of their affiliates or any anticipated business of the Parties or concerning any of the Parties' personnel, business dealings, or affairs.

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7. Termination

- a. This Agreement may be terminated as follows: (i) by mutual written agreement of Alam and NTH; or (ii) by any Party in the event of the other Party's material breach of any provision of this Agreement; provided, however, the termination for the breach of this Agreement will not become effective unless, and until, the Party not in default has given the other Party written notice of breach, which notice shall state the nature of said breach, and the Party allegedly in breach shall thereafter have a period of fifteen (15) business days in which to remedy said breach to the reasonable satisfaction of the Party not in default.

8. Indemnification Provisions

- a. NTH HEREBY INDEMNIFIES ALAM AND AGREES TO HOLD ALAM HARMLESS FROM ANY AND ALL LIABILITIES, CHARGES, EXPENSES, COSTS AND OBLIGATIONS OF NTH ARISING ON AND AFTER THE CLOSING DATE, INCLUDING ALL COSTS ASSOCIATED WITH THE CONTRIBUTED ASSETS, EXCEPT ANY SUCH LIABILITIES, CHARGES, EXPENSES, COSTS OR OBLIGATIONS THAT (I) ALAM HAS CONTRACTUALLY AGREED TO ACCEPT PERSONAL LIABILITY FOR, IF ANY, (II) ARISE AS A RESULT OF ANY WRONGFUL, ILLEGAL OR NEGLIGENT ACT OR OMISSION OF ALAM NOT TAKEN IN THE NORMAL COURSE AND SCOPE OF HIS DUTIES AND RESPONSIBILITIES AS A MANAGER OF NTH, OR (III) ARE CLAIMS FOR WHICH ALAM HAS AGREED TO BE RESPONSIBLE UNDER SECTION 8(B) BELOW.
- b. ALAM AND DRISONLINE HEREBY INDEMNIFY NTH, NEIGHBORS HEALTH AND THE SHAREHOLDERS AND AGREE TO HOLD NTH, NEIGHBORS HEALTH AND THE SHAREHOLDERS HARMLESS FROM ANY AND ALL LIABILITIES, CHARGES, EXPENSES, COSTS AND OBLIGATIONS INCURRED BY ALAM AND/OR DRISONLINE AT ANY TIME.
- c. THIS SECTION 8(C) IS NOT INTENDED BY THE PARTIES TO MODIFY OR SUPPLANT THE INDEMNIFICATION PROVISIONS OF THE COMPANY AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE TERMS OF THE COMPANY AGREEMENT AND THE TERMS OF THIS AGREEMENT, THE COMPANY AGREEMENT SHALL CONTROL.
- d. THE PARTIES HEREBY ADOPT AND INCORPORATE HEREIN BY REFERENCE THE INDEMNIFICATION PROVISIONS OF THE COMPANY AGREEMENT, AND SUCH PROVISIONS OF THE COMPANY AGREEMENT

SHALL CONTROL THE NOTICE, DEFENSE AND RESOLUTION OF CLAIMS THAT ARE SUBJECT TO INDEMNIFICATION HEREUNDER.

9. Representations and Warranties

- a. Alam and Drisonline hereby represent and warrant to NTH and Neighbors Health as follows:
 - i. The execution of this Agreement and the performance of the transactions contemplated hereby and thereby will not violate, conflict with, result in a default under (or an event which, with notice or lapse of time or both, would result in a default) or require the consent of any third-party under any contract to which Drisonline and/or Alam is a party or by which any of the assets of Drisonline are bound or any provision of the organizational documents of Drisonline.
 - ii. Drisonline and Alam do not require the consent, authorization, approval of any third party in connection with the consummation of the transactions contemplated by this Agreement.
 - iii. Alam and/or Drisonline have sole title to the Contributed Assets. The Contributed Assets are delivered to NTH free and clear of any liens, claims or encumbrances of any nature whatsoever. The performance of this Agreement and the contribution of the Contributed Assets will not (a) give rise to a default in or acceleration of any amount payable by, or give rise to any additional payment by or obligation of Drisonline, or (b) terminate, cancel or adversely modify (or give any Person the right to terminate, cancel or adversely modify) any property right of Drisonline, including any rights under, to or in any Contributed Asset.
 - iv. The execution of this Agreement by the undersigned representative of Drisonline has been duly authorized by all necessary corporate action.
- b. NTH hereby represents and warrants to Alam, Drisonline and Neighbors Health as follows:
 - i. NTH has been duly organized and validly formed as a limited liability company under the laws of the State of Texas, and is validly existing thereunder. NTH has all requisite power and authority and has all necessary approvals, licenses, permits and authorization to own, lease, license and operate its property and assets and to conduct its business as it is currently being conducted.

- ii. All of the Membership Interests to be issued to Alam and the Shareholders have been duly authorized and validly issued and are fully paid and non-assessable. There are no agreements obligating NTH to issue any additional Membership Interests. There is no outstanding or authorized equity appreciation, phantom stock, profit participation, preemptive rights, registration rights, approval rights, proxies, rights of first refusal, or similar rights affecting any Membership Interests in NTH.
- iii. The execution of this Agreement by the undersigned representative of NTH has been duly authorized by all necessary corporate action.
- c. Neighbors Health hereby represents and warrants to Alam, Drisonline and NTH as follows:
 - i. The execution of this Agreement by the undersigned representative of Neighbors Health has been duly authorized by all necessary corporate action.

10. Miscellaneous

- a. Each Party agrees to execute such further instruments or documents as the other Parties may from time to time reasonably request in order to confirm or carry out the transactions contemplated in this Agreement; provided, however, that no such instrument or document shall expand a Party's liability beyond that contemplated in this Agreement.
- b. The headings contained in this Agreement are for convenience only and shall not affect the meaning or interpretation of this Agreement.
- c. This Agreement may only be amended pursuant to a written agreement executed by the Parties.
- d. This Agreement, together with the Schedules and Exhibits attached hereto and made a part hereof, contain the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, agreements, representations, warranties and commitments, whether in writing or oral, prior to Effective Date of this Agreement.
- e. Except as otherwise expressly provided in this Agreement, all of the terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and permitted transferees of the Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or to give any Person not a Party any rights or remedies under or by reason of this Agreement,

except for the indemnified parties expressly identified in this Agreement. No Party may assign this Agreement without prior written consent of the other Parties.

- f. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all such counterparts together shall constitute one instrument. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission or by electronic mail in “portable document format” or “PDF” form shall have the same effect as physical delivery of the paper document bearing the original signature.
- g. Governing Law and Severability. This Agreement shall be governed by the internal laws of the State of Texas, without regard to principles of conflicts of law. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be deemed prohibited or invalid under such applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, and such prohibition or invalidity shall not invalidate the remainder of such provision or the other provisions of this Agreement.
- h. Rules of Construction. Each Party has contributed to the drafting of this Agreement; accordingly, no rule of strict construction shall be applied against any Party.
- i. Non-Disparagement. The Parties agree to not engage in any conduct or make any statement which may tend to disparage the good name and reputation of any Party or any Party’s shareholders, subsidiaries, divisions, affiliated and related entities, benefit and/or pension plans or funds, successors and assigns, and any and all past, present, or future offices, directors, stockholders, agents, trustees, fiduciaries, or consultants (whether acting as agents or in their individual capacities) including but not limited to publicly disparaging (or inducing or encouraging to publicly disparage) such other persons. The terms of this Section 10(i) shall survive the expiration or termination of this Agreement.
- j. Compliance with Applicable Laws. The Parties hereby represent, warrant and covenant that the Parties are aware that it is illegal to knowingly and willfully offer, pay, solicit or receive any remuneration in return for or to induce referrals or other business that is payable, in whole or in part, by a federal healthcare program, and that such conduct may subject the Parties involved to civil and/or criminal penalties. The Parties and their agent(s) agree that they shall abide by all laws, rules and regulations promulgated by any governmental authority having jurisdiction over the Parties. The Parties and their agent(s) further agree that they shall also abide by any and all rules, policies and/or procedures as may be issued in writing by the Parties from time to time. The Parties and their agent(s) further represent, warrant,

Neighbors Telehealth, LLC
Contribution Agreement

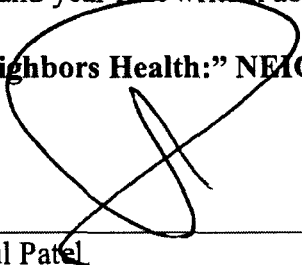
and covenant to comply with all applicable laws and regulations regarding the use and disclosure of patient information, including, without limitation, the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”), and Title XIII of the American Recovery and Reinvestment Act of 2009 (“ARRA”). In addition, the Parties hereby agree to enter into and comply with the terms and conditions of the Business Associate Agreement, attached to this Agreement as Schedule 1(c), at the request of either Party.

[Signature Page to Follow]

Neighbors Telehealth, LLC
Contribution Agreement


IN WITNESS WHEREOF, the undersigned have executed this Contribution Agreement as of the day and year first written above.

"Neighbors Health:" NEIGHBORS HEALTH, LLC



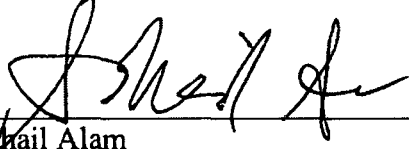
Date: 3 / 31 / 17
Setul Patel
President and Chief Executive Officer

"NTH:" NEIGHBORS TELEHEALTH, LLC



Date: 3 / 31 / 17
Rajan Popat
Executive Medical Director

"Alam:" SOHAIL ALAM



Date: 3 / 31 / 17
Sohail Alam

"Drisonline:" DRISONLINE, INC.



Date: 3 / 31 / 17
Sohail Alam
Director

SCHEDULE 1(a)
Drisonline Assets to be Contributed

The following assets of Drisonline shall be contributed to NTH pursuant to an Assignment and Bill of Sale mutually acceptable to Drisonline and NTH:

- a. All source code for Drisonline's telehealth software products (the "Source Code");
- b. All software products that incorporate the Source Code (the "Software");
- c. All work papers, user manuals, and related documentation related to the Source Code and the Software;
- d. All computer equipment including laptops, work stations, printers and associated peripheral equipment utilized by Drisonline in the development of the Source Code and the Software;
- e. All cameras and associated equipment utilized by Drisonline to demonstrate, model, test or modify the Software;
- f. All intellectual property rights, including without limitation copyrights, associated with the Source Code and the Software, including, without limitation, internet Domain registrations; and
- g. All other tangible and intangible assets of Drisonline not otherwise described above, including without limitation, agreements, leads, business records, business plans and personnel and accounting records.

SCHEDULE 1(b)
Shareholders and Share Issuances

Neighbors Telehealth shall have two (2) classes of common stock: three (3) shares of Class A common stock and nine hundred ninety-seven (997) shares of Class B common stock.

Four hundred (400) shares of Class B common stock are reserved for sale to accredited investors (the "Individual Investors"), pro rata, based upon their respective portion of a total of One Thousand Six Hundred Dollars (\$1,600.00) in investment capital to be paid by the Individual Investors.

As of the Effective Date of this Agreement, the common stock is allocated as follows:

Class A Membership Interests:

- | | |
|-----------------------|-----------------|
| 1. Sohail Alam: | 1 Class A Share |
| 2. Rajan Popat, M.D.: | 1 Class A Share |
| 3. Setul Patel, M.D.: | 1 Class A Share |

Class B Membership Interests:

- | | |
|--------------------------|--------------------|
| 1. Sohail Alam: | 299 Class B Shares |
| 2. Setul Patel, M.D.: | 99 Class B Shares |
| 3. Rajan Popat, M.D.: | 99 Class B Shares |
| 4. Thomas Gruenert | 10 Class B Shares |
| 5. Neighbors Health, LLC | 10 Class B Shares |

SCHEDULE 1(c)
HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (this “BA Agreement”), dated as of March 31, 2017, supplements and is made a part of the Contribution Agreement (as defined below) by and between Neighbors Telehealth, LLC, a Texas limited liability company, on behalf of itself and its affiliates (“Covered Entity”), and Sohail Alam, a Texas resident (“Business Associate”).

WHEREAS, Covered Entity and Business Associate are parties to the Contribution Agreement pursuant to which Business Associate provides certain services to Covered Entity. In connection with Business Associate’s services, Business Associate creates, receives, maintains or transmits Protected Health Information from or on behalf of Covered Entity, which information is subject to protection under the federal Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the “HITECH Act”), and related regulations promulgated by the Secretary (“HIPAA Regulations”); and

WHEREAS, in light of the foregoing and the requirements of HIPAA, the HITECH Act, and HIPAA Regulations, Business Associate and Covered Entity agree to be bound by the following terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

- a. General. Terms used, but not otherwise defined, in this BA Agreement shall have the same meaning given to those terms by HIPAA, the HITECH Act and HIPAA Regulations as in effect or as amended from time to time.
- b. Specific.
 - i. Breach. “Breach” shall have the same meaning as the term “breach” in 45 CFR § 164.402.
 - ii. Contribution Agreement. “Contribution Agreement” shall mean the Contribution Agreement between Drisonline.com, Inc., Sohail Alam, Neighbors Telehealth, LLC and Neighbors Health, LLC. The Contribution Agreement is amended by and incorporates the terms of this BA Agreement.
 - iii. Electronic Protected Health Information. “Electronic Protected Health Information” shall have the same meaning as the term “electronic protected health information” in 45 CFR § 160.103, limited to the information that Business Associate creates, receives, maintains, or transmits from or on behalf of Covered Entity.

- iv. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- v. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164.
- vi. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- vii. Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.
- viii. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- ix. Security Incident. "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR § 164.304, and includes attempted or successful unauthorized access to, or interference with, system operations in an information system.
- x. Security Rule. "Security Rule" shall mean the Security Standards at 45 Part 160 and Part 164.
- xi. Unsecured Protected Health Information. "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in 45 CFR § 164.402.

2. Obligations and Activities of Business Associate.

- a. Use and Disclosure. Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by the Contribution Agreement, this BA Agreement or as Required by Law. Business Associate shall comply with the provisions of this BA Agreement relating to privacy and security of Protected Health Information and all present and future provisions of HIPAA, the HITECH Act and HIPAA Regulations that relate to the privacy and security of Protected Health Information and that are applicable to Covered Entity and/or Business Associate. To the extent that Business Associate is to carry out any of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation.
- b. Appropriate Safeguards. Business Associate agrees to use appropriate safeguards, and comply with the Security Rule with respect to Electronic Protected Health Information, to prevent the use or disclosure of the Protected Health Information other than as

provided for by this BA Agreement. Without limiting the generality of the foregoing sentence, Business Associate will:

- i. implement administrative, physical, and technical safeguards that appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information as required by the Security Rule;
 - ii. ensure that any agent or subcontractor to whom Business Associate provides Electronic Protected Health Information agrees to implement appropriate safeguards to protect Electronic Protected Health Information; and
 - iii. promptly report to Covered Entity any Security Incident of which Business Associate becomes aware. Specifically, Business Associate shall notify Covered Entity within five (5) business days of any successful Security Incident or pattern of attempted Security Incidents, with periodic aggregated reporting of other attempted Security Incidents. In addition, Business Associate agrees to notify Covered Entity without unreasonable delay, but in no event more than thirty (30) calendar days, following the discovery of a Breach of Unsecured Protected Health Information. A Breach is considered "discovered" as of the first day on which the Breach is known, or by exercising reasonable diligence would have been known, to Business Associate or any employee or agent of Business Associate, other than the individual committing the Breach. Any notice to Covered Entity of a successful Security Incident or Breach of Unsecured Protected Health Information shall include the identification of each Individual whose Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed as a result of such Security Incident or Breach as well as any other relevant information regarding the Security Incident or Breach, including the applicable elements listed at 45 CFR § 164.404(c).
- c. Reporting. Business Associate agrees to report to Covered Entity within five (5) business days of any use or disclosure of Protected Health Information not permitted by this BA Agreement of which Business Associate becomes aware.
- d. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate or his employees, agents or subcontractors in violation of the requirements of this BA Agreement (including, without limitation, any Security Incident or Breach of Unsecured Protected Health Information). Business Associate agrees to reasonably cooperate and coordinate with Covered Entity in the investigation of any violation of the requirements of this BA Agreement and/or any Security Incident or Breach. Business Associate shall also reasonably cooperate and coordinate with Covered Entity in the preparation of any reports or notices to Individuals, regulatory bodies or any third parties as required under HIPAA, HIPAA Regulations, the HITECH Act, or any other Federal or State laws, rules or regulations, provided that any such reports or notices shall be subject to the prior written approval of Covered Entity.

- e. Agents and Subcontractors. Business Associate shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Health Information on behalf of Business Associate agree to comply with the same restrictions, conditions and requirements that apply through this BA Agreement or otherwise to Business Associate with respect to such information. Business Associate shall enter into written agreements with any subcontractors, and the terms of such agreements shall incorporate the applicable requirements of, and otherwise comply with, HIPAA, the HITECH Act, the HIPAA Regulations, and this BA Agreement, including, but not limited to, Section 2(b)(ii).
- f. Access to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under HIPAA Regulations. If an Individual makes a request for access to Protected Health Information directly to Business Associate, Business Associate shall notify Covered Entity of the request within fifteen (15) business days of such request and will cooperate with Covered Entity and allow Covered Entity to respond to the Individual.
- g. Amendments to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by Covered Entity, or take other measures as necessary to satisfy Covered Entity's obligations pursuant to HIPAA Regulations at the request of Covered Entity, and in the time and manner designated by the Covered Entity. If an Individual makes a request for an amendment to Protected Health Information directly to Business Associate, Business Associate shall notify Covered Entity of the request within fifteen (15) business days of such request and will cooperate with Covered Entity and allow Covered Entity to respond to the Individual.
- h. Access to Books and Records. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner designated by the Covered Entity or designated by the Secretary, for purposes of the Secretary determining compliance with the HIPAA Regulations.
- i. Accountings. Business Associate agrees to document such disclosures of Protected Health Information and maintain information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with HIPAA, HIPAA Regulations and the HITECH Act.

- j. Requests for Accountings. Business Associate agrees to provide to Covered Entity, or to an Individual at the direction of Covered Entity, in the time and manner designated by the Covered Entity, information collected in accordance with Section 2(i) of this BA Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with HIPAA, HIPAA Regulations and the HITECH Act. If an Individual makes a request for an accounting directly to Business Associate, Business Associate shall notify Covered Entity of the request within fifteen (15) business days of such request and will cooperate with Covered Entity and allow Covered Entity to respond to the Individual.

3. Permitted Uses and Disclosures by Business Associate.

- a. Contribution Agreement. Except as otherwise set forth in this BA Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contribution Agreement, provided that such use or disclosure would not violate HIPAA, HIPAA Regulations or the HITECH Act if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- b. Use for Administration of Business Associate. Except as otherwise limited in this BA Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Disclosure for Administration of Business Associate. Except as otherwise limited in this BA Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that (i) the disclosure is Required By Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Data Aggregation. At the written request and direction of Covered Entity, Business Associate may provide data aggregation services relating to the health care operations of Covered Entity.
- e. De-Identification. At the written request and direction of Covered Entity, Business Associate may use the Protected Health Information to de-identify the information in accordance with the HIPAA Regulations for use by Covered Entity.
- f. Permissible Requests by Covered Entity. Except as set forth in Section 3 of this BA Agreement, Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. If Covered Entity notifies Business Associate of (i) any limitations in Covered Entity's notice of privacy practices, (ii) any changes in

or revocation of an Individual's permission to use or disclose his or her Protected Health Information, and/or (iii) any restriction on the use or disclosure of Protected Health Information to which Covered Entity has agreed or is required to agree, Business Associate will comply with any such limitations or restrictions as applicable in carrying out its duties under the Service Agreement or this BA Agreement.

4. Term and Termination.

- a. Term. This BA Agreement shall be effective as of the date first set forth above and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created, received, maintained or transmitted by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the provisions in this Section 4.
- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate of the terms of this BA Agreement, Covered Entity shall either:
 - i. provide an opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, Covered Entity shall terminate: (A) this BA Agreement; (B) all of the provisions of the Contribution Agreement that involve the use or disclosure of Protected Health Information; and (C) such other provisions, if any, of the Contribution Agreement as Covered Entity designates in its sole discretion; or
 - ii. immediately terminate: (A) this BA Agreement; (B) all of the provisions of the Contribution Agreement that involve the use or disclosure of Protected Health Information; and (C) such other provisions, if any, of the Contribution Agreement as Covered Entity designates in its sole discretion.
- c. Effect of Termination.
 - i. Except as provided in Section 4(c)(ii), upon termination of this BA Agreement, for any reason, at Covered Entity's direction, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This Section 4(c)(i) shall apply to Protected Health Information in any form that is in the possession of Business Associate and subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - ii. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this BA Agreement to such Protected Health Information and limit

further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. If it is necessary for Business Associate to maintain records for purposes permitted under Sections 3(b) or 3(c), Business Associate will return or destroy any such Protected Health Information when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities, and will otherwise maintain such Protected Health Information in conformity with this Agreement until the Protected Health Information can be returned or destroyed.

5. Indemnity. Business Associate agrees to indemnify, defend and hold harmless Covered Entity and its employees, directors, trustees, members, professional staff, representatives and agents (collectively, the "Indemnitees") from and against any and all claims (whether in law or in equity), obligations, actions, causes of action, suits, debts, judgments, losses, fines, penalties, damages, expenses (including attorney's fees), liabilities, lawsuits or costs incurred by the Indemnitees which arise or result from a breach of the terms and conditions of this BA Agreement or a violation of HIPAA, the HITECH Act or HIPAA Regulations by Business Associate or its employees or agents. Business Associate's indemnification obligations hereunder shall not be subject to any limitations of liability or remedies in the Service Agreement.
6. Compliance with HIPAA Transaction Standards. When providing its services and/or products, Business Associate shall comply with all applicable HIPAA standards and requirements (including, without limitation, those specified in 45 CFR Part 162) with respect to the transmission of health information in electronic form in connection with any transaction for which the Secretary has adopted a standard under HIPAA ("Covered Transactions"). Business Associate will make its services and/or products compliant with HIPAA's standards and requirements no less than thirty (30) days prior to the applicable compliance dates under HIPAA. Business Associate represents and warrants that it is aware of all current HIPAA standards and requirements regarding Covered Transactions, and Business Associate shall comply with any modifications to HIPAA standards and requirements which become effective from time to time. Business Associate agrees that such compliance shall be at its sole cost and expense, which expense shall not be passed on to Covered Entity in any form, including, but not limited to, increased fees. Business Associate shall require all of its agents and subcontractors (if any) who assist Business Associate in providing its services and/or products to comply with the terms of this Section 6.
7. Miscellaneous.
 - a. Regulatory References. A reference in this BA Agreement to a section in HIPAA, HIPAA Regulations, or the HITECH Act means the section in effect or as amended or modified from time to time, including any corresponding provisions of subsequent superseding laws or regulations.

- b. Amendment. The parties agree to take action to amend the Contribution Agreement and this BA Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations and the HITECH Act.
- c. Survival. The respective rights and obligations of Business Associate under Sections 5(c) and 6 of this BA Agreement shall survive the termination of the Contribution Agreement or this BA Agreement.
- d. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA, HIPAA Regulations and the HITECH Act.
- e. Multiple Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- f. Miscellaneous. The terms of this BA Agreement are hereby incorporated into the Contribution Agreement. Except as otherwise set forth in Section 7(d) of this BA Agreement, in the event of a conflict between the terms of this BA Agreement and the terms of the Contribution Agreement, the terms of this BA Agreement shall prevail. The terms of the Contribution Agreement which are not modified by this BA Agreement shall remain in full force and effect in accordance with the terms thereof. This BA Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, exclusive of conflict of law rules. Each party to this BA Agreement hereby agrees and consents that any legal action or proceeding with respect to this BA Agreement shall only be brought in the courts of the state where the Covered Entity is located in the county where the Covered Entity is located. The Contribution Agreement together with this BA Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein, and this BA Agreement supersedes and replaces any former business associate agreement or addendum entered into by the parties. This BA Agreement may be executed in counterparts, each of which when taken together shall constitute one original. Any PDF or facsimile signatures to this BA Agreement shall be deemed original signatures to this BA Agreement. No amendments or modifications to the BA Agreement shall be effected unless executed by both parties in writing.


[Signature Page to Follow]

Neighbors Telehealth, LLC
Contribution Agreement

Schedule I(c)
HIPAA Business Associate Agreement

IN WITNESS WHEREOF, the parties have executed this HIPAA Business Associate Agreement as of the date set forth above.


"Covered Entity:" NEIGHBORS TELEHEALTH, LLC



Rajan Popat
Executive Medical Director

Date: 3 / 31 / 17

"Business Associate:" SOHAIL ALAM



Sohail Alam

Date: 3 / 31 / 17

Exhibit 8

The Deal - Capitalization Table

Price per share: \$1,600

Investors	Pre-Money			Post-Money		
	Investment, \$	%	Shares	Investment, \$	Valuation, \$ (fully diluted)	%
Setul Patel	100,000	0	0	0	160,000	10%
Sam Alam	572,000	100	100	0	480,000	30%
Rajan Popat	100,000	0	0	0	160,000	10%
NH	0	0	0	0	16,000	1%
Investors	0	0	0	640,000	640,000	40%
Treasury	0	0	0	0	144,000	9%
TOTAL	772,000	100	100	640,000	1,600,000	100

Minimum Investment: 1 unit (1%) = \$16,000
Maximum Investment: 6 units (6%) = \$96,000



Exhibit 9

**WRITTEN CONSENT OF THE BOARD OF MANAGERS
OF
NEIGHBORS TELEHEALTH, LLC**

The undersigned, being all the members of the Board of Managers of Neighbors Telehealth, LLC, a Texas limited liability company (the "Company"), acting pursuant to the Texas Business Organizations Code and the Company Agreement of the Company, hereby consent in writing to the resolutions set forth below, which resolutions shall have the same force and effect as if adopted at a meeting of the Board of Managers duly called and held:

1. TRANSFER OF MEMBERSHIP INTERESTS AND ADMISSION OF NEW MEMBER

WHEREAS, Neighbors Health, LLC is a Class B Member of the Company and the owner of ten (10) Class B Membership Interests in the Company;

WHEREAS, Neighbors Health, LLC desires to transfer its Class B Membership Interests to its affiliate, Neighbors GP, LLC;

WHEREAS, pursuant to Section 2.2 of the Company Agreement of the Company, the transfer of Membership Interests is considered a "Major Decision" (as defined in the Company Agreement) requiring the unanimous vote of the members of the Board of Managers; and

WHEREAS, the Board of Managers considers it to be in the best interests of the Company to approve the transfer of Class B Membership Interests from Neighbors Health, LLC to Neighbors GP, LLC.

NOW, THEREFORE, BE IT:

RESOLVED, that the Board of Managers hereby authorizes Neighbors Health, LLC to assign and transfer its Class B Membership Interests to Neighbors GP, LLC; and

FURTHER RESOLVED, that the Board of Managers hereby approves the admission of Neighbors GP, LLC as a new Class B Member of the Company.

[Signature Page to Follow]


IN WITNESS WHEREOF, the undersigned, being all the members of the Board of Managers of Neighbors Telehealth, LLC, has executed this consent to be effective as of the 1st day of April, 2017.



Setul Patel, M.D., Manager



Rajan Popat, M.D., Manager



Sohail Alam, Manager



Public Information Report

Public Information Report

NEIGHBORS GP, LLC

Report Year :2015

Information on this site is obtained from the most recent Public Information Report (PIR) processed by the Secretary of State (SOS). PIRs filed with annual franchise tax reports are forwarded to the SOS. After processing, the SOS sends the Comptroller an electronic copy of the information, which is displayed on this web site. The information will be updated as changes are received from the SOS.

You may order a copy of a Public Information Report from open.records@cpa.texas.gov or Comptroller of Public Accounts, Open Records Section, PO Box 13528, Austin, Texas 78711.

Title	Name and Address
DIRECTOR	BRUCE MCVEIGH 10800 RICHMOND AVE. HOUSTON, TX 77042
DIRECTOR	JOHN DECKER 10800 RICHMOND AVE. HOUSTON, TX 77042
DIRECTOR	PAUL ALLEYNE 10800 RICHMOND AVE. HOUSTON, TX 77042
DIRECTOR	SETUL PATEL 10800 RICHMOND AVE. HOUSTON, TX 77042

Exhibit 10

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (this "Agreement") is made and entered into as of March 31, 2017 (the "Effective Date"), by and between Neighbors Telehealth, LLC, a Texas limited liability company ("Licensor"), and Neighbors Health, LLC, a Texas limited liability company ("Licensee"). Licensee and Licensor may be referred to in this Agreement collectively as the "Parties" or individually as a "Party."

WITNESSETH:

WHEREAS, Licensor has developed and owns certain proprietary software and related documentation for use in a variety of telemedicine applications; and

WHEREAS, Licensee wishes to obtain the rights to use the Licensed Product (as defined herein), and Licensor wishes to grant Licensee a license for such use under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual promises set forth herein, Licensor and Licensee agree as follows:

1. Definitions. Whenever used in this Agreement, the capitalized terms quoted below will have the meaning ascribed to them in this Section.

- a. "Acceptance" means the date Licensee accepts the Licensed Product.
- b. "Agreement" means this Software License Agreement.
- c. "Copy" or "Copies" means the Licensed Product (including the components thereof), any Releases, Error Correction, or Enhancement pertaining thereto, and any reproductions of the Licensed Product or any Release, Error Correction, or Enhancement pertaining thereto.
- d. "Delivery Date" means the date of Licensee's receipt of the Original Licensed Product; provided, however, that if any required training has not occurred by such date, then the Delivery Date shall not occur until the completion of such training.
- e. "Designated Location" means the pre-approved physical locations at which Licensee may use the Licensed Software as set forth on Exhibit "A" attached hereto.
- f. "Designated Machine(s)" means the computers, including laptop computers, owned by Licensee and located at the Designated Locations, on which Licensee may use the Licensed Software.

- g. "Enhancement" means a modification of the Licensed Software by Licensor which provides (i) a capability not defined in the Product Specifications or (ii) an improvement in the efficiency of the Licensed Software. Licensor may designate an Enhancement as "Major" or "Minor" depending on (i) Licensor's reasonable assessment of the Enhancement's value and (ii) whether the Enhancement adds a functional extension to the preexisting Licensed Software. An Enhancement may entail a modification to the Product Specifications and/or the Object Code or may be provided to Licensee in the form of an Upgrade.
- h. "Error" means a failure of the Licensed Software to conform in all material respects to the Product Specifications. Provided, however, any nonconformity resulting from Licensee's improper use of the Licensed Software, combining or merging the Licensed Software with software not approved by Licensor for use with the Licensed Software, or modification of the Licensed Software which has not been performed by Licensor, shall not be considered an Error.
- i. "Error Correction" means a modification of the Licensed Software by Licensor which corrects Errors discovered in the Licensed Software and enables the Licensed Software to substantially conform to the Product Specifications.
- j. "Intellectual Property Rights" means all proprietary information, patents, patent applications, trademarks, trade names, service marks, certification marks, collective marks, designs, processes, inventions, licenses, copyrights, know-how and trade secrets relating to the origin, design, manufacture, programming, operations, function, configuration, or service of the Licensed Product.
- k. "Licensed Documentation" means all written materials, binders, training disks, and other materials supplied by Licensor and related to the Licensed Software, other than the Licensed Software.
- l. "Licensed Product" means collectively the Licensed Software and Licensed Documentation.
- m. "Licensed Software" means all source codes for NTH's telehealth software products, including all Error Corrections, Enhancements, and Releases thereof supplied by Licensor, and all permitted copies of the foregoing. In this Agreement, Licensed Software shall refer to the software in Object Code only.
- n. "Major Enhancement" means a version of the Licensed Software which contains new features or substantially improved functions from those contained in the Original.
- o. "Multi User File Server" means an environment, including applications software, which may enable one Copy of the Licensed Software to be used or accessed by more than one Operator at one time or may enable the Licensed Software to be used or accessed over a computer network.

- p. "Object Code" means machine readable computer programs.
- q. "Operators" means the employees, or agents of Licensee.
- r. "Original" means the first edition of the Licensed Product delivered by Licensor to Licensee pursuant to this Agreement.
- s. "Product Specifications" means the technical and performance functions of the Licensed Software, as specifically set forth in the Product Specifications section of the Licensed Documentation.
- t. "Release" or "Releases" means the edition(s) of the Licensed Software subsequent to the Original Licensed Product. A Release may include Licensed Documentation provided by Licensor for Error Correction or Enhancement.
- u. "Software Maintenance" means the Error Correction support provided by Licensor.
- v. "Software Maintenance Services" means the procedure for ongoing software maintenance set forth in this Agreement.
- w. "Source Code" means the plain text, readable computer programming code, associated procedural code, and supporting documentation for the Original Licensed Software and any Releases, Error Corrections, or Enhancements pertaining thereto.
- x. "Technical Support and Consulting Services" means services provided by Licensor under a statement of work and may include installation, configuration, data mapping, formatting and conversion, and other professional services provided by Licensor subject to payment of additional fees.
- y. "Third Party Software" means software and related materials that are furnished by a third party and subject to a separate license agreement between the licensor of that software and the Licensee.
- z. "Upgrade" means software which is marketed by Licensor as a separate software product and which is subject to a separate license fee. An Upgrade may include Major Enhancements.

2. Grant of License and Limitations.

- a. Grant. Licensor grants to Licensee and Licensee accepts a perpetual, nonexclusive, and nontransferable license to install, execute, and use the Licensed Product in the United States in the manner described in this Agreement. Licensor explicitly reserves all right, title, and interest in and to the Licensed Product.

b. Limitations of Grant.

- i. Licensee must use the Licensed Product only in a manner and for the purposes for which the Licensed Product was designed and only for Licensee's sole and exclusive benefit.
- ii. Licensee may make copies of the Licensed Software only for backup and archival purposes. Licensee shall provide Licensor a written description of the procedures under which it makes backup copies, including any that may involve backup of the Software, and Licensor shall promptly approve or disapprove those procedures, which approval shall be at Licensor's sole and absolute discretion.
- iii. Except as provided herein, Licensee shall not change the Designated Locations in any respect without the prior written consent of Licensor.

- c. Other Uses Prohibited. Uses not permitted under this Section are prohibited. By way of example and without limitation, Licensee may not: (i) disassemble, decompile, reverse engineer, or modify the Licensed Software; (ii) examine the Licensed Software with debugging, memory inspection, or disk inspection tools; (iii) rent or sublicense the Licensed Product; (iv) permit use of the Licensed Product by a person who is not an Operator; (v) transmit an electronic copy of the Licensed Software by any means; or (vi) use the Licensed Software in the operation of a service bureau or time sharing arrangement or to provide outsourcing services.

3. Ownership. Licensor owns the media on which the Licensed Software is originally or subsequently recorded; provided, however, subject to the terms and conditions of this Agreement, Licensee may store and use the Licensed Software in electronic form on the Designated Machines for use solely by Licensee and Licensee's Operators. As between Licensor and Licensee, Licensor retains all right, title, and interest in and to the Licensed Software (both as recorded on the original media and on any subsequent media), the Licensed Documentation, and any Copies thereof in any form. This Agreement is a license to use, and not a contract of sale for, the Licensed Product. All Intellectual Property Rights in and to the Licensed Product are retained by Licensor or the licensor of Third Party Software, as the case may be. Licensee shall not use either the name of Licensor, the licensor of Third Party Software, or the name of the Licensed Product or Third Party Software licensed under this Agreement for any commercial purpose or in any advertising, promotional or public statement without the prior, written consent of Licensor or the licensor of Third Party Software, which consent shall be at Licensor's or the licensor of Third Party Software's sole discretion. Licensee agrees not to remove, deface, or destroy any copyright, patent notice, trademark, service mark, other proprietary markings, or confidential legends placed on or within the Licensed Software, the Licensed Documentation, and any Copies thereof in any form.

4. Delivery Installation and Acceptance.

- a. Installation Services. Licensor shall install or assist in the installation of the Software. Technical services shall be provided by Licensor in connection with the

installation of the Software at Licensee's site at no charge other than the cost of travel and reasonable living expenses.

- b. Testing. Licensor shall conduct tests of the Software upon its installation at Licensee's premises. All testing shall be conducted in accordance with specifications devised for testing of the Software by Licensor, using data provided by Licensee.
- c. Acceptance. Acceptance shall be deemed to have occurred thirty (30) days after the Delivery Date or the date by which the Licensee places the License Product into productive use, whichever occurs first. Licensee shall be responsible for providing the required environment for the Licensed Software, including preparation of the Designated Machine and Designated Location.

5. Charges and Payment.

- a. License Fees. There are no License Fees, Service Fees, or Software Maintenance Fees for use of the Licensed Software.
- b. Other Compensation. As compensation for the license provided in this Agreement for each Copy of the Licensed Software, other than any backup or archival copy permitted under this Agreement, Licensee shall provide Licensor with the opportunity to continue developing the Licensed Software and shall provide feedback from Licensee's use of the Software.
- c. Expenses. If Licensee requests technical assistance services under this Agreement at Licensee's Premises, Licensee shall be responsible for all reasonable and necessary travel, food, lodging, and related out of pocket expenses incurred by the Licensor personnel providing the technical assistance services in addition to payment of any applicable hourly rates.
- d. Reporting. Licensee shall provide Licensor with a statement setting forth the number of Copies of the Licensed Product, or any component thereof, in existence. Licensee shall provide said statement within ten (10) days of Licensee's receipt of any reporting request from Licensor.
- e. Audit of Use. Licensor may, at its expense, audit Licensee's use of the Licensed Product. Audits shall be conducted during regular business hours at Licensee's place or places of business and shall not unreasonably interfere with Licensee's business activities. Audits shall be conducted no more than once annually. If, as a result of any such audit, Licensor identifies unauthorized use of the Licensed Software, Licensee shall pay, in addition to a full License Fee for each copy of the Licensed Software in use by Licensee, the reasonable expenses of Licensor in conducting the audit.

- f. Payment. All License Fees shall be due and payable in full in U.S. currency upon Licensee's execution of this Agreement. All other fees or amounts due Licenser under this Agreement shall be due and payable in full in U.S. currency within thirty (30) days of the date of Licenser's invoice for said fees or amounts. Licensee shall have no right of offset or withholding under this Agreement.
- g. Interest on Late Payments. All fees and amounts due to Licenser and not paid within thirty (30) days after the date such amounts are due and payable shall bear interest at the lesser of one and one half percent (1.5%) per month or the maximum rate of interest allowable by law.
- h. Taxes and Other Charges. All License Fees, Service Fees, and Software Maintenance Fees are exclusive of media charges, shipping, handling, custom charges, and all state, local, and other taxes, or other taxes or charges (other than income or franchise taxes payable by Licenser) directly applicable to the licensing, installation, support or use of the Licensed Product. Licensee shall pay all charges or taxes or provide Licenser with an appropriate certificate of exemption within thirty (30) days of the date of any invoice or statement of Licenser or the taxing authorities. If Licensee elects to challenge the applicability of any tax or charge, Licensee shall pay the tax or charge to Licenser or give Licenser evidence of payment to the taxing authorities or charging entity, and Licensee may thereafter challenge such tax or charge and seek a refund.

6. Technical Assistance. During the term of this Agreement, Licenser shall offer the technical assistance services provided herein.

- a. Training. Licenser shall provide Licensee software training and instructions on the operation of the Licensed Software.
- b. Support Services. Licenser shall provide Licensee with supplemental support for the Licensed Software. Such support services shall be provided via telephone during Licenser's regular hours of operation or, at Licensee's request and subject to the availability of Licenser's systems specialists, at Licensee's Premises.

7. Software Maintenance.

- a. Notification of Suspected Licensed Software Defects. If Licensee believes there is an Error in the Licensed Software, Licensee must notify Licenser of such Error in writing, or by telephone with written confirmation sent within two (2) days thereafter. After Licenser's analysis of the reported Error, Licenser will: (i) notify Licensee whether Licenser has verified the Error; (ii) where an Error has been verified, advise Licensee of available remedies; and (iii) where a remedy is not immediately available, notify Licensee of the need for further investigation. Errors reported to Licenser and subsequently verified by Licenser will be corrected in accordance with this Agreement at no charge to Licensee. Licenser reserves the right to determine the disposition of any and all reported Errors.

- b. Licensee's Remedies for Licensed Software Defects. In all situations involving nonperformance of the Licensed Software, Licensee's exclusive remedy is the correction or workaround of software Errors by Licensor.
- c. Licensee's Remedies for Defective Media. As Licensee's exclusive remedy for defective media on which the Original is provided by Licensor, Licensor will replace such defective media returned to Licensor within ninety (90) days of receipt by Licensee.
- d. Error Correction and Enhancement Releases
 - i. Provided Licensee has paid the License Fees and all other fees and amounts due and owing Licensor under this Agreement, Licensor shall provide Error Correction Releases (which do not contain any Enhancements), if any, and Minor Enhancement Releases, if any, at no charge.
 - ii. Licensor shall provide a Major Enhancement or Upgrade, if any, at a price established by Licensor, which price shall be consistent with Licensor's price to other licensees of similar quantities of the Licensed Software.
 - iii. Error Correction and Enhancement Releases are the property of Licensor. Error Correction and Enhancement Releases are licensed to Licensee subject to the terms and conditions of this Agreement and, upon release, become a part of the Licensed Software and the Licensed Product, as the case may be. Each Release shall consist of one or more Licensed Software programs and/or files in Object Code. Each Release shall also provide documentation informing Licensee of the Error Correction or Enhancement, including any significant operational differences known to Licensor. The documentation in any Releases shall be a part of the Licensed Documentation.
 - iv. Licensee shall be responsible for the installation of all Error Correction or Enhancement Releases. Installation services are not included in Licensor's prices for Releases and shall be separately billed to and paid by Licensee, if Licensee requests such services.
- e. Software Maintenance Services. Licensee shall receive Software Maintenance Services for the Licensed Software, provided, however, that:
 - i. Licensor shall only offer the Software Maintenance Services where, as of the commencement or renewal date of such program, Licensee has installed the latest Release of the Licensed Software; and
 - ii. Licensor will not provide maintenance for any modifications to the Licensed Software which have not been provided by Licensor.

- iii. Software Maintenance Services include Error detection and Enhancement services offered by Licensor, and entitles Licensee to receive all new Release announcements, application notes, Error Correction Releases and Minor Enhancement Releases, if any.

8. Licensee's Representations and Warranties.

- a. Compliance with Terms. Licensee shall monitor the Licensed Product and ensure that it is used only in compliance with the terms of this Agreement. Licensee shall be responsible and liable for any and all non-compliance with this Agreement by Licensee or by any person or entity who obtains access to the Licensed Product through Licensee.
- b. Suitability of Licensed Product. Licensee represents and warrants that as of the time of Acceptance, Licensee will have evaluated, tested, and examined the Licensed Product and has determined independently that the Licensed Product is suitable for the use intended by this Agreement. Licensee assumes all responsibility and risk of selection, installation, use, efficiency and suitability of the Licensed Product, and subject to the provisions of Section 9, Licensor shall have no liability therefor.
- c. Notification of Defects. Licensee shall notify Licensor in writing of any material defect Licensee believes exists in the Licensed Product, and Licensee shall provide to Licensor all information known or reasonably available to Licensee regarding the alleged defect.
- d. Third Party Material. With respect to all computer programs and data and hardware not provided by Licensor and to be used or reproduced during Licensee's use of the Licensed Software, Licensee represents that it has all necessary rights to use or reproduce the computer programs and that no use of the Licensed Software in connection therewith shall be made that causes an infringement of the right of any third party.
- e. Licensee's Responsibility. Licensee shall be exclusively responsible for the supervision, management, and control of its use of the Software, including, but not limited to (i) assuring proper configuration of equipment or devices; (ii) establishing adequate operating methods; and (iii) implementing procedures sufficient to satisfy its obligations for security under this Agreement, including appropriate action between it and its employees to prevent misuse, unauthorized copying, modification, or disclosure of the Software.

9. **Reproduction.** Licensee may make up to two (2) copies of the Licensed Software and Licensed Documentation for backup and archival purposes. Each and every such copy, in whole or in part, of the Licensed Software shall contain all of Licensor's restrictive and proprietary notices in the form and content as they appear on or in the Licensed Software or Licensed Documentation provided by Licensor. All Copies shall remain the property of Licensor.

10. Limited Warranty.

- a. Limited Warranty. LICENSOR WARRANTS THAT THE LICENSED SOFTWARE, IN UNMODIFIED FORM AND WHEN USED AS AUTHORIZED BY THIS AGREEMENT, WILL CONFORM IN ALL MATERIAL RESPECTS TO THE PRODUCT SPECIFICATIONS. LICENSOR MAKES NO OTHER WARRANTIES OR REPRESENTATIONS RELATING TO THE LICENSED SOFTWARE OR ITS PERFORMANCE OR WITH RESPECT TO THE LICENSED DOCUMENTATION. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED AND EXCLUDED.
- b. Licensor's Warranty Obligations; Limitations of Limited Warranty. In the event of breach of the Limited Warranty provided in this Agreement, Licensor's entire liability and Licensee's exclusive remedy will be to exchange the defective Licensed Software.
- c. Limited Warranty Non-Applicability. The Limited Warranty does not apply to problems resulting from:
 - i. improper installation of the Licensed Software by Licensee, or any other party other than the Licensor, or the installation of the Licensed Software on improper hardware;
 - ii. modification of the Licensed Software not undertaken or performed by Licensor;
 - iii. malfunctions in any computer hardware or software or systems files not provided by Licensor;
 - iv. accident of Licensee or at the Licensee's premises;
 - v. neglect of Licensee;
 - vi. misuse of the Licensed Software by Licensee;
 - vii. use of the Licensed Software with data of any entity other than Licensee; or
 - viii. a power surge or failure at the Designated Location.
- d. Licensor does not warrant (i) that the Licensed Software will meet Licensee's requirements; (ii) that operation of the Licensed Software will be uninterrupted; (iii) that the Licensed Product is error free; (iv) that all defects in the Licensed Product will be corrected; or (v) any change or modification of the Licensed Software made by Licensee; provided, however, any change or modification

properly made by Licensee in accordance with instructions contained in the Licensed Documentation for the Licensed Software shall not void the warranty provided by Licensor herein.

11. Limitation of Liability; Actions.

- a. The remedies set forth in this Agreement are Licensee's sole and exclusive remedies for any breach of warranty by Licensor. LICENSOR SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, STATUTORY, PUNITIVE OR EXEMPLARY DAMAGES OF ANY SORT, EVEN IF LICENSOR HAS BEEN ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, (i) ANY DAMAGES FOR LOST PROFITS, OR (ii) ANY DAMAGES RESULTING FROM LOSS OF USE OR LOSS OF DATA. UNDER NO CIRCUMSTANCE SHALL LICENSOR BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE LICENSE FEES PAID BY LICENSEE FOR THE LICENSED PRODUCT THAT IS THE SUBJECT OF A WARRANTY OR INFRINGEMENT CLAIM. IN NO EVENT, SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY ACTION OR REMEDY BEYOND THOSE DESCRIBED IN THIS AGREEMENT.
- b. NO ACTION SHALL BE BROUGHT FOR ANY CLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT. OTHER THAN AN ACTION BY LICENSOR TO COLLECT ANY FEES DUE HEREUNDER, MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION.
- c. **THE PROVISIONS OF THIS SECTION STATE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO LICENSEE, AND LICENSOR'S SOLE AND EXCLUSIVE LIABILITY, FOR ANY BREACH OF WARRANTY CLAIM AND ANY CLAIM REGARDING THE PERFORMANCE OR NONPERFORMANCE OF THE LICENSED PRODUCT.**

12. Indemnity.

- a. Indemnity by Licensee. Licensee shall be solely responsible for, and shall indemnify, defend, and hold Licensor free and harmless from all damages, liabilities, charges, and expenses (including reasonable attorneys' fees) from all claims, lawsuits, or other proceedings arising out of or relating to (i) Licensee's use of the Licensed Product in a manner not permitted by this Agreement, not permitted by Licensor, or not in conformance with Licensor's written requirements, (ii) the acts or omissions of Licensee, its employees, and agents and all persons or entities who have access through Licensee to the Licensed Product, or (iii) relating to an infringement of any right resulting in any way from the use of the Licensed Software with other software or materials not licensed to Licensee by or not approved by Licensor.

- b. Indemnity of Right of Use. Licensors shall defend or settle, at its own expense, any claim made against Licensee that the Licensed Product, in whole or in part, infringes any United States patent, published patent application, copyright, trade secret, or other proprietary right, and Licensors shall indemnify and hold harmless Licensee against any final judgment, including an award of attorneys' fees, that may be awarded by a court against Licensee as a result of the foregoing; provided, however, Licensee shall (i) give Licensors written notice of such claim within thirty (30) days of the date Licensee first knows or should know of the claim and (ii) provide Licensors with reasonable cooperation and all information in Licensee's possession related to said claim. Licensors shall have sole control of the defense of such claims and all related settlement negotiations. Reasonable out of pocket expenses incurred by Licensee in providing assistance to Licensors in defense of such a claim shall be reimbursed by Licensors.
- c. Remedy for Claimed Infringement. If a claim is made that the Licensed Product, or any portion thereof, infringes any United States patent, copyright, trade secret, or other proprietary right, Licensors, at its sole expense and option, shall either: (i) procure for Licensee the right to exercise the rights and licenses granted hereunder with respect to the Licensed Product; (ii) modify the Licensed Product to make it non-infringing but continue to meet the Product Specifications; (iii) replace the Licensed Product with equivalent but non-infringing software of like functionality that meet the Product Specifications; or (iv) terminate this Agreement and refund the License Fee and, upon the return to Licensors of the Licensed Product; provided, however, that the liability of Licensors pursuant to this Section shall be subject to the limitations set forth in this Agreement, and Licensors shall have no liability for any claim of infringement based on use of a superseded or altered Release of the Licensed Product if the infringement would have been avoided by the use of the most current, unaltered Release of the Licensed Product.
- d. Limitation of Indemnity. Licensors shall have no liability to Licensee or any assignee, transferee, or sub-licensee of Licensee for any claim of infringement that is based upon any combination of the Licensed Software with software not supplied by or authorized by Licensors if such claim would have been avoided but for such combination; or any modifications to the Licensed Software other than Releases provided by Licensors or otherwise approved by Licensors.

13. Termination and Default.

- a. Termination by Licensors. Licensors may terminate this Agreement and the license granted to Licensee upon the occurrence of any of the following events:
 - i. Licensee fails to pay Licensors any fee, charge, tax, or other reimbursement when due and the failure to pay is not cured within ten (10) days of Licensee's receipt of Licensors's written notice thereof;

- ii. Licensee transfers title to or possession of the Licensed Product without Licensors prior written consent;
 - iii. Licensee breaches any material obligation of Licensee under this Agreement and such breach is not cured within thirty (30) days of Licensee's receipt of written notice thereof from Licensors;
 - iv. Licensee becomes insolvent, or is adjudicated bankrupt, or voluntarily seeks protection under any bankruptcy or insolvency law; or
 - v. Licensee makes an assignment of its assets for the benefit of creditors or any arrangement with its creditors.
- b. Termination by Licensee. Provided Licensee is not in default under this Agreement, the Agreement may be terminated by Licensee by giving Licensors ninety (90) days prior written notice of termination. Any such termination by Licensee shall be without refund of any License Fee, Service Fee, or any other amount paid or then due and payable to Licensors.
- c. Licensors Remedies Upon Termination. In the event of any termination of this Agreement:
 - i. Licensee shall cease all further use of the Licensed Product, or any portion thereof, in all forms and on all media and computer memory, and Licensee shall immediately: (i) surrender and deliver the Licensed Product and all Copies thereof to Licensors; or (ii) at the option of the Licensors, destroy all Copies of Licensed Product, including backup and archival copies, and provide satisfactory evidence of such destruction to Licensors within one (1) month following termination;
 - ii. Licensee shall pay all outstanding fees and amounts owed to licensors as of the date of termination;
 - iii. Licensors may cease performance of Licensors obligations under this Agreement, without liability to Licensee;
 - iv. where such termination is the result of a breach or threatened breach of this Agreement by Licensee, Licensors may apply for and obtain injunctive relief against the breach or threatened breach; and
 - v. Licensee shall promptly return to Licensors all of Licensors Confidential Information.
- d. Equitable Relief. The Parties acknowledge and agree that there may be no adequate remedy at law for the failure of the other Party to comply with any of the material terms and conditions of this Agreement, including, without limitation, a failure to

cease the use of the Licensed Product upon termination of the license or a breach of confidentiality, and the Parties agree that, in the event of any such failure, the non-breaching Party shall be entitled to equitable relief by way of temporary restraining order, temporary injunction and permanent injunction and such other and further relief as any arbitration tribunal of competent jurisdiction may deem proper.

- e. Remedies Cumulative. The rights and remedies of Licensor and Licensee in this Section shall be cumulative and in addition to all other rights and remedies available at law and in equity.
- f. Survival. The provisions of this Agreement which by their sense and context should survive any termination or expiration of this Agreement shall survive termination of this Agreement and shall remain binding on the Parties.

14. Confidentiality.

- a. Confidential Information. As used in this Agreement, the term "Confidential Information" means: all information, including, but not limited to, the trade secrets and know-how of the respective Parties, any information marked "Confidential" or "Proprietary" and, in the case of Licensor, the Licensed Product; provided, however, Confidential Information shall not mean any information that:
 - i. is known to the receiving Party at the time of disclosure by the disclosing Party;
 - ii. is developed independently by the receiving Party without use of the disclosing Party's Confidential Information;
 - iii. is within, or later falls within, the public domain without breach of this Agreement by the receiving Party;
 - iv. is publicly disclosed with written approval of the disclosing Party; or
 - v. becomes lawfully known or available to the receiving Party without restriction from a source having the lawful right to disclose the information without breach of this Agreement by the receiving Party.
- b. Burden of Proof. The receiving Party shall have the burden of proof as to establishing by competent evidence any of the exceptions set forth in this Section.
- c. Legally Required Disclosure. In the event the receiving Party is legally requested or compelled in any form to disclose any of the disclosing Party's Confidential Information, the receiving Party, unless prohibited by applicable law, shall provide the disclosing Party with prompt written notice of such request, so that the disclosing Party may seek a protective order or pursue other appropriate remedies

to protect the confidentiality of its information. If such protective order or other remedy is not obtained, the receiving Party will furnish only that portion of the Confidential Information which the receiving Party, upon the opinion of its counsel, is legally required to furnish. The receiving Party will reasonably assist the disclosing Party in its efforts to obtain a protective order or other remedies to protect or limit the disclosure of the information subject to the request.

- d. Restrictive Covenants Protecting Confidential Information. Each Party acknowledges that in the performance of this Agreement a Party may receive Confidential Information from a disclosing Party and that such Confidential Information is the exclusive property of the disclosing Party. The receiving Party agrees to hold the Confidential Information of the disclosing Party in strict confidence in accordance with the provisions of this Agreement. A receiving Party:
 - i. shall not permit or suffer its employees or agents to remove any proprietary or other legends or restrictive notices contained or included in any Confidential Information provided by the disclosing Party;
 - ii. shall not permit or suffer its employees or agents to copy or modify any Confidential Information except as specifically authorized in this Agreement;
 - iii. shall not disclose any Confidential Information to a third party without the prior written consent of the disclosing Party;
 - iv. shall only use the disclosing Party's Confidential information for purposes of performing its obligations under this Agreement, and shall not otherwise use the information for its own benefit or for the benefit of any third party; and
 - v. agrees to keep secure and maintain the Confidential Information of the disclosing Party in a manner no less protective than that used to maintain the confidentiality of the receiving Party's own Confidential Information.
- e. Limitation on Disclosure. A receiving Party may disclose Confidential Information to its employees or agents under the control and direction of the receiving Party only in the normal course of business and on a need to know basis within the scope and purpose of this Agreement. Provided, however, prior to any disclosure all such agents shall have entered into written agreements with the receiving Party requiring such agents to treat and use all such Confidential Information in a manner consistent with the terms and conditions of this Agreement. Except as expressly set forth herein, no licenses under any patent, copyright or other intellectual property rights of either Party are granted.
- f. Return of Confidential Information. Upon any termination, cancellation, or rescission of this Agreement, a receiving Party shall, at the option of the disclosing Party: (i) surrender and deliver all Confidential Information of the other Party, including all copies thereof; or (ii) destroy the Confidential Information and all

copies thereof and provide satisfactory evidence of such destruction to the disclosing Party within one (1) month following termination.

- g. Disclosure of Software Constitutes Incurable Material Breach Licensee acknowledges and agrees that any disclosure of the Software to a third party in violation of the terms of this Agreement constitutes a material, incurable breach of this Agreement and shall result in the automatic termination of this Agreement and the immediate termination of all licenses granted to Licensee by this Agreement. Licensee further agrees that it shall be strictly liable for all damages to Licensor that result from any disclosure of the Software to any third party.

15. Mediation/Arbitration of Disputes Among Parties. In any dispute regarding or in any way related to the provisions of this Agreement and in all other disputes among the Parties, (the "Disputing Parties") (including issues of enforceability, termination, and arbitrability), the dispute shall:

- a. Be promptly negotiated in good faith between the Disputing Parties.
- b. In the event that negotiation fails or upon the expiration of one (1) month of the event(s) giving rise to the dispute, whichever is sooner, the dispute shall then be submitted to non-binding mediation. The Disputing Party shall apply to the American Arbitration Association for a mediator, with the mediation to take place in Houston, Texas.
- c. In the event mediation fails to resolve all of the issues between or among the Disputing Parties, or if mediation is not held within two (2) months of the event(s) giving rise to the dispute, then the matter or any remaining matters shall be submitted to final, non-appealable, binding arbitration. The arbitration shall be held by the American Arbitration Association in accordance with the Commercial Arbitration Rules and the Optional Rules for Emergency Measures of Protection of the American Arbitration Association. The place of arbitration shall be Houston, Texas. The arbitration will be conducted in English. The arbitrator may issue any preliminary, injunctive, and/or equitable relief. Nothing in this paragraph will serve to restrict the ability to apply for emergency relief. Any Party may, after failure of the negotiation and mediation procedures above, commence arbitration of the dispute by sending a written request for arbitration to all other Disputing Parties. The request shall state the nature of the dispute to be resolved by arbitration, and arbitration shall be commenced as soon as practical after such Parties receive a copy of the written request. The Parties may not bring suit regarding any disputes, controversies, or claims subject to this paragraph of this Agreement in any venue other than an arbitration pursuant to this paragraph of this Agreement, except in order to enforce this paragraph or enforce an arbitral award made pursuant to this paragraph. In the event that a Party attempts to bring an action in violation of this paragraph, Parties agree that the other Party will be entitled to the arbitrator or judge entering an injunction to enjoin such

unauthorized action. All Parties shall initially share the cost of arbitration, but the prevailing party or Parties shall be awarded attorneys' fees, costs, and other expenses of arbitration. All arbitration decisions shall be final, binding, and conclusive on all the Parties to arbitration, and legal judgment may be entered based upon such decision in accordance with applicable law in any court having jurisdiction to do so. The Parties agree that the arbitral award shall be recognized by any applicable courts pursuant to all applicable statutes, conventions, and treaties. The Parties agree that this Agreement concerns interstate commerce for purposes of the Federal Arbitration Act and the Federal Arbitration Act shall apply.

- d. The terms of this Section 15 shall survive the expiration or termination of this Agreement.

16. General.

- a. Relationship of the Parties. The Parties hereto are and shall remain independent contractors. Nothing herein shall be deemed to establish a partnership, joint venture, or agency relationship between the Parties. Neither Party shall have the right to obligate or bind the other Party in any manner to any third party.
- b. Assignment/Sublicense. Licensee shall not, directly or indirectly, by operation of law or otherwise, transfer or assign the Licensed Product or this Agreement, or transfer, assign or sublicense any license rights granted hereunder, in whole or in part, without having secured the prior written consent of Licensor, which consent shall be at Licensor's sole discretion. Any attempted assignment in violation of this Section shall be void.
- c. Notices. All notices required to be given pursuant to this Agreement shall be transmitted either by (i) delivery in person, (ii) registered mail, (iii) certified mail, return receipt requested, or (iv) overnight mail, addressed to the Party to be notified to such address (or person) as such Party shall specify by like notice hereunder.
- d. Export Controls. Each Party to this Agreement acknowledges its obligations to control access to Technical Data (as defined by the U.S. Department of Commerce, Office of Export Administration) under the U.S. Export Control Laws and Regulations and agrees to adhere to all applicable U.S. Export Control Laws and Regulations with regard to any Technical Data received under this Agreement.
- e. Compliance with Laws. Each Party shall comply with all applicable state, federal and local laws, executive orders and regulations in the performance of its obligations under this Agreement.
- f. Headings. The headings and captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference only and do not

purport to and shall not be deemed to define, limit or extend the scope or intent of the provisions to which they appertain.

- g. Form. Where the context so admits, words and expressions appearing in the singular in this Agreement may be interpreted in the plural, and vice versa.
- h. Integration. This Agreement, including the Schedules attached hereto and incorporated herein, constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings between them, whether written or oral, between them relating to the subject matter of this Agreement. This Agreement may not be supplemented, explained or interpreted by any evidence of trade usage or course of dealing.
- i. Modification or Amendment. No modification to, amendment of, or other change in this Agreement shall be binding on either Party unless it is in writing and signed by authorized representatives of both Parties.
- j. Waiver. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving Party, nor shall any such waiver, if made, constitute a waiver of any subsequent breach of the same or of any other provision of this Agreement.
- k. Force Majeure. Neither Party shall be liable to the other by reason of any failure of performance hereunder (except obligations to pay) if such failure arises out of causes beyond such Party's reasonable control, despite the reasonable efforts, and without the fault or negligence of such Party. A Party experiencing such an event shall give as prompt notice as possible under the circumstances.
- l. Fees and Expenses. If either Party institutes an action to enforce this Agreement or any of its terms, the prevailing Party shall also be entitled to recover all of its costs, expenses and reasonable attorneys' fees.
- m. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute but one instrument.
- n. Authority to Contract. Each Party represents that it has the full power and authority to enter into this Agreement and to convey the rights herein conveyed.
- o. Governing Law. This Agreement shall be construed in accordance with and governed by the substantive laws of the State of Texas. The Parties hereby agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.
- p. Severability. If any provision of this Agreement is held invalid or unenforceable under any applicable law, such invalidity or unenforceability will not affect any

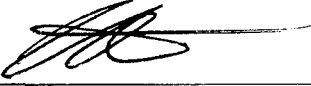
other provision of this Agreement that can be given effect without the invalid or unenforceable provision, and this Agreement shall be construed as if said invalid or unenforceable provision had not been contained herein.

- q. Negotiation. This Agreement is the result of negotiation between the Parties and, accordingly, shall not be construed more strongly for or against either Party regardless of which Party was more responsible for the preparation of this Agreement or any portion thereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate by their duly authorized corporate officers as of the day and year first above written.

LICENSOR: NEIGHBORS TELEHEALTH, LLC

By:  Date: 3/31/17
Rajan Popat
Executive Medical Director

LICENSEE: NEIGHBORS HEALTH, LLC

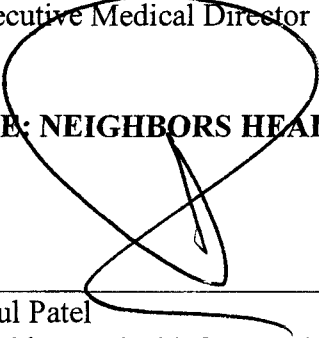
By:  Date: 3/31/17
Setul Patel
President and Chief Executive Officer

Exhibit 11



Sam Alam <samalam2@gmail.com>

(no subject)**Sam Alam** <samalam2@gmail.com>

Tue, Mar 5, 2019 at 4:19 PM

To: Chad Shandler <cshandler@neighborshealth.com>

Chad, I really need the files from the MDrive. You are welcome to keep a copy, but I NEED those files. Sam



Sam Alam <samalam2@gmail.com>

(no subject)**Sam Alam** <samalam2@gmail.com>

Wed, Mar 6, 2019 at 9:06 AM

To: Chad Shandler <CShandler@neighborshealth.com>

I don't know why you think Raj Popat is either my boss or yours and what makes you think that you can give my/Drisonline's files to Raj Popat?

[Quoted text hidden]



Sam Alam <samalam2@gmail.com>

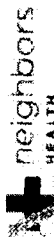
(no subject)**Chad Shandler** <CShandler@neighborshealth.com>

Wed, Mar 6, 2019 at 1:55 PM

To: Sam Alam <samalam2@gmail.com>

You kept your unrelated files on a telehealth server. All information on that server goes with telehealth. We are not in a position to be handing over information that was on another company's server.

Get Outlook for iOS

**Chad Shandler**

Chief Restructuring Officer

address 10800 Richmond Ave. Houston, TX 77042

office 713.436.5200

NEC24.COM

From: Sam Alam <samalam2@gmail.com>**Sent:** Wednesday, March 6, 2019 10:06 AM**To:** Chad Shandler**Subject:** Re:

[Quoted text hidden]



Sam Alam <samalam2@gmail.com>

Neighbors Telehealth, LLC

4 messages

Sam Alam <samalam2@gmail.com>

Sat, Jul 28, 2018 at 7:35 AM

To: cshandler@neighborshealth.com

Cc: chad.shandler@cohnreznik.com

Chad: The purpose of this email is to let you know that Drs Setul Patel and Rajan Popat held an illegal board meeting and have disabled my login credentials, which will cause harm to my company and serious injury to my financial well being.

As you know, I own 40% of Neighbors Telehealth, LLC. I am one of three class A shareholder and have \$818k in investment. Drs. Setul Patel, Rajan Popat "stole" \$170,000 dollars from my \$650,000 dollars contribution account and distributed 8% to themselves, 1% to Neighbors Health, LLC/Neighbors GP, LLC and 1% to Tom Gruenert who also served as my lawyer near the end of the transaction. Please know, the 1% of shares currently held by Neighbors Health, LLC is an illegal transaction.

I have many-many causes of actions including Fraud against many individuals and companies.

I am requesting that my emails - salam@neighborshealth.com NOT be directed to Drs Popat and Patel until the Courts have rendered their opinion. Until such time, you either enable my emails, if not, inform me of parties/business associates trying to reach me. Also, please retain all emails in a special folder for a later request under discovery.

A copy of this email is also being sent to Mr. Frank Longobardi, CEO at CohnResnik

Regards,
Sam Alam
713-385-7979

Mail Delivery Subsystem <mailer-daemon@googlemail.com>

Sat, Jul 28, 2018 at 7:35 AM

To: samalam2@gmail.com

**Address not found**

Your message wasn't delivered to **chad.shandler@cohnreznik.com** because the domain cohnreznik.com couldn't be found. Check for typos or unnecessary spaces and try again.

The response was:

DNS Error: 5051511 DNS type 'mx' lookup of cohnreznik.com responded with code NOERROR 5051511 DNS type 'mx' lookup of cohnreznik.com had no relevant answers. 5051511 DNS type 'aaaa' lookup of cohnreznik.com responded with code NOERROR 5051511 DNS type 'aaaa' lookup of cohnreznik.com had no relevant answers. 5051511 DNS type 'a' lookup of cohnreznik.com responded with code NOERROR 5051511 DNS type 'a' lookup of cohnreznik.com had no relevant answers.



Sam Alam <samalam2@gmail.com>

(no subject)

2 messages

Sam Alam <samalam2@gmail.com>

Fri, Aug 10, 2018 at 10:34 AM

To: Chad Shandler <cshandler@neighborshealth.com>, chad.shandler@cohenreznick.com

Chad, Your email is totally self-serving and incorrect. The email(s) I sent to you are a matter of record.

My reliance in agreeing to a contractual relationship with Neighbors Health, LLC was the Administrative Services Agreement and License Agreements with Neighbors Health, LLC. Under this agreements, I moved my office from 7505 Fannin, Suite 312, Houston, Texas to 77030 to the premises of Neighbors Health, LLC and brought with me all my confidential personal and business information. On the day, I moved in there was NOT a single piece of paper that existed at Neighbors Health, LLC or for that matter Neighbors Telehealth, LLC. Therefore, everything in my office is confidential and belongs to me. Since, you don't know what I have and what belongs to whom you can make a copy of all materials related to Neighbors Telehealth, LLC post March 31, 2017 - and return everything else to me today. I can be reached at 713-385-7979.

Since the Administrative Services Agreement rests with Neighbors Health, LLC, I am by law prohibited to speak to anyone regarding my property that currently exists at the premises of Neighbors Health, LLC at 10800 Richmond Avenue, Houston, Texas 77042. This will be my last correspondence to you.

cc: Frank Langobardi, via airmail

Chad Shandler <CShandler@neighborshealth.com>

Fri, Aug 10, 2018 at 1:08 PM

To: Sam Alam <samalam2@gmail.com>, "chad.shandler@cohenreznick.com" <chad.shandler@cohenreznick.com>

Sam

Who is your attorney?

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**Chad Shandler**

Chief Restructuring Officer

address 10800 Richmond Ave. Houston, TX 77042

office 713.436.5200

NEC24.COM

From: Sam Alam <samalam2@gmail.com>**Sent:** Friday, August 10, 2018 11:34:03 AM**To:** Chad Shandler; chad.shandler@cohenreznick.com**Subject:**

[Quoted text hidden]



Sam Alam <samalam2@gmail.com>

Neighbors Telehealth eFiles; MDrive and Udrive Files

6 messages

Sam Alam <samalam2@gmail.com>

Tue, Feb 19, 2019 at 1:44 PM

To: Chad Shandler <cshandler@neighborshealth.com>

Chad:

We have gone thru the MDrive folder that Raj Popat sent me on Nov 12, 2018 that was parked on the amazon site.

The experts that i had retained to go thru the site have discovered that the folders are incomplete. For example, my second round of financing folder marked Aaron Young "Final" is empty, a folder marked Secure had two copies.

I would be very grateful if you could ask someone to upload my entire MDrive and U drive into a USB and I will pick it up from your offices. Many thanks and sorry to trouble you.

Let me know if you are able to do this or not.

Sam

713-385-7979

Chad Shandler <CShandler@neighborshealth.com>

Fri, Feb 22, 2019 at 7:11 AM

To: Sam Alam <samalam2@gmail.com>

Sam

I have checked with our IT dept.

All of our files that we had were provided to you on the portable drive you received.

Chad

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**Chad Shandler**

Chief Restructuring Officer

address 10800 Richmond Ave. Houston, TX 77042

office 713.436.5200

NEC24.COM**From:** Sam Alam <samalam2@gmail.com>**Sent:** Tuesday, February 19, 2019 2:44 PM**To:** Chad Shandler**Subject:** Neighbors Telehealth eFiles; MDrive and Udrive Files

[Quoted text hidden]

Sam Alam <samalam2@gmail.com>

Fri, Feb 22, 2019 at 8:11 AM

To: Chad Shandler <CShandler@neighborshealth.com>

Chad, Good Morning. NO, I DID NOT receive any files on the USB related to Mdrive Udrive I PROMISE. Pls double check. Mdrive were all our working files. thanks, Sam

[Quoted text hidden]

Sam Alam <samalam2@gmail.com>

Mon, Feb 25, 2019 at 11:54 AM

To: Chad Shandler <CShandler@neighborshealth.com>

Chad, good morning, can i please get me Mdrive and Udrive files - I CANNOT do business without files. All you have to do is say Yes you will provide or NO you will not provide. That's it. No big deal. Sam

[Quoted text hidden]

Chad Shandler <CShandler@neighborshealth.com>

Mon, Feb 25, 2019 at 12:01 PM

To: Sam Alam <samalam2@gmail.com>

Sam

We provided you what we had.

Any other files that might have been on the Telehealth server(s) were provided to Raj and you will need to contact him for them.

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Chad Shandler

Chief Restructuring Officer

address 10800 Richmond Ave. Houston, TX 77042

office 713.436.5200

NEC24.COM

From: Sam Alam <samalam2@gmail.com>

Sent: Monday, February 25, 2019 12:54 PM

To: Chad Shandler

Subject: Re: Neighbors Telehealth eFiles; MDrive and Udrive Files

[Quoted text hidden]

Sam Alam <samalam2@gmail.com>

Mon, Feb 25, 2019 at 12:36 PM

To: Chad Shandler <CShandler@neighborshealth.com>

Chad, I think I know what the problem is. The guys tell me that Birian Carter had given us the SFTP site but did not grant us the permission to download files. It was view only. The FTP site was transfer.nec24.com. That is where my business resides. Thanks, Sam Alam

[Quoted text hidden]

NH_Logo_Signature2_17e6843a-c942-4a90-86ad-8a3b0d2d5ac4.jpg

3K

3/8/2019

Gmail: Neighbors Telehealth eFiles: MDrive and Udrive Files





Sam Alam <samalam2@gmail.com>

Data and Files

6 messages

Sam Alam <samalam2@gmail.com>

Fri, Jan 18, 2019 at 10:18 AM

To: Chad Shandler <cshandler@neighborshealth.com>, chad.shandler@cohenreznick.com, Alison Curtner <acurtner@neighborshealth.com>, Brian Carter <bcarter@neighborshealth.com>

Chad: Good Morning

I have NOT received data/files from my desktop computer that was in my office. I NEED these files desperately. I await your response.

Thanks, Sam

Chad Shandler <CShandler@neighborshealth.com>

Sat, Jan 19, 2019 at 2:24 PM

To: Sam Alam <samalam2@gmail.com>, Alison Curtner <acurtner@neighborshealth.com>, Brian Carter <bcarter@neighborshealth.com>

Was this part of what was removed by telehealth and have you contacted them?

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**Chad Shandler**

Chief Restructuring Officer

address 10800 Richmond Ave. Houston, TX 77042

office 713.436.5200

NEC24.COM

From: Sam Alam <samalam2@gmail.com>**Sent:** Friday, January 18, 2019 11:20 AM**To:** Chad Shandler; chad.shandler@cohenreznick.com; Alison Curtner; Brian Carter**Subject:** Data and Files

[Quoted text hidden]

samalam2 <samalam2@gmail.com>

Sat, Jan 19, 2019 at 2:54 PM

To: Chad Shandler <CShandler@neighborshealth.com>, Alison Curtner <acurtner@neighborshealth.com>, Brian Carter <bcarter@neighborshealth.com>

No. The desktop CPU unit which was screwed in underneath my desk was removed by the IT folks. The unit is in the IT department. It was not a part of the telehealth.

Sam

Sent via the Samsung Galaxy S® 6, an AT&T 4G LTE smartphone

[Quoted text hidden]



Sam Alam <samalam2@gmail.com>

(no subject)

4 messages

Sam Alam <samalam2@gmail.com>

Tue, Mar 5, 2019 at 4:19 PM

To: Chad Shandler <cshandler@neighborshealth.com>

Chad, I really need the files from the MDrive. You are welcome to keep a copy, but I NEED those files. Sam

Chad Shandler <CShandler@neighborshealth.com>

Tue, Mar 5, 2019 at 4:38 PM

To: Sam Alam <samalam2@gmail.com>

All neighbors telehealth directories were provided to Raj. Please contact him.

Get Outlook for iOS

**Chad Shandler**

Chief Restructuring Officer

address 10800 Richmond Ave. Houston, TX 77042

office 713.436.5200

NEC24.COM

From: Sam Alam <samalam2@gmail.com>**Sent:** Tuesday, March 5, 2019 5:19 PM**To:** Chad Shandler**Subject:**

[Quoted text hidden]

Sam Alam <samalam2@gmail.com>

Wed, Mar 6, 2019 at 9:06 AM

To: Chad Shandler <CShandler@neighborshealth.com>

I don't know why you think Raj Popat is either my boss or yours and what makes you think that you can give my/Drisonline's files to Raj Popat?

[Quoted text hidden]

Chad Shandler <CShandler@neighborshealth.com>

Wed, Mar 6, 2019 at 1:55 PM

To: Sam Alam <samalam2@gmail.com>

You kept your unrelated files on a telehealth server. All information on that server goes with telehealth. We are not in a position to be handing over information that was on another company's server.

Get Outlook for iOS



Chad Shandler

Chief Restructuring Officer

address 10800 Richmond Ave. Houston, TX 77042

office 713.436.5200

NEC24.COM

From: Sam Alam <samalam2@gmail.com>

Sent: Wednesday, March 6, 2019 10:06 AM

To: Chad Shandler

Subject: Re:

[Quoted text hidden]

Exhibit 12

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:§
§
§
§
§
§**Chapter 11****NEIGHBORS LEGACY HOLDINGS, INC.,
et al.,****Case No. 18-18-33836 (MI)
(Jointly Administered Pending)****Debtors.¹**

**DECLARATION OF CHAD J. SHANDLER IN SUPPORT OF CHAPTER 11
PETITIONS AND FIRST DAY PLEADINGS**

I, Chad J. Shandler, being duly sworn, depose and say:

1. I am the Chief Restructuring Officer of Neighbors Legacy Holdings, Inc. ("NLH") and certain of its affiliates, the debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors"). I am over the age of 18, competent to testify, and authorized to submit this declaration (the "Declaration") on behalf of the Debtors.

2. I have served as the Chief Restructuring Officer of the Debtors since August 28, 2017. Since then, I have become generally familiar with the Debtors' day-to-day operations, businesses, and financial affairs.

3. I am also a partner with CohnReznick LLP ("CohnReznick"), a national advisory firm that specializes in corporate restructurings, operations improvement, litigation analytics, valuations, and bankruptcy case management services. I specialize in providing corporate restructuring and financial advisory services to financially troubled companies, trustees, secured creditors, and creditor groups. My expertise includes developing and evaluating restructuring

¹ Due to the large number of Debtors in these chapter 11 cases, a complete list of the Debtors and the last four digits of their tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' proposed claims and noticing agent at www.kccllc.net/neighbors. The location of Debtors' principal place of business and the Debtors' service address is: 10800 Richmond Avenue, Houston, Texas 77042.



alternatives, valuing business enterprises, and negotiating with stakeholders. I also perform forensic services, including analyzing fraudulent and preferential transfers and solvency issues. I have been qualified as an expert witness in bankruptcy court and I have been appointed a Special Fiscal Agent in the Superior Court of New Jersey. I have served as the chief restructuring officer of several entities. I have also served as a liquidating trustee. My industry expertise includes senior living and healthcare, telecommunications, retail, manufacturing, publishing, multifamily housing and real estate, distribution, and sports and entertainment. In the past five years the majority of my experience has been in the healthcare industry.

4. Except as otherwise noted, all facts set forth in this Declaration are based on my personal knowledge, my discussions with members of the Debtors' senior management, my review of relevant documents or, based on my experience and knowledge of the Debtors' operations and financial conditions, and my opinion. In making this Declaration, I have relied, in part, on information and materials that the Debtors' personnel and advisors have gathered, prepared, verified, and provided to me in each case under my ultimate supervision, at my direction and/or for my benefit in preparing this Declaration. If I were called to testify as a witness in this matter, I would testify competently to the facts set forth herein.

5. To minimize any disruption to the Debtors' operations and to ensure a smooth transition into chapter 11, the Debtors intend to request various types of relief in "first day" applications and motions (collectively, the "First Day Pleadings") in connection with these chapter 11 cases (the "Chapter 11 Cases").² I submit this declaration in support of the Debtors' (a) voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and (b) the First Day Pleadings.

² Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the relevant First Day Pleadings.

6. This Declaration is divided into two parts. Part I provides background information about the Debtors, their business operations, their corporate and capital structures, and the circumstances surrounding the commencement of the Chapter 11 Cases. Part II sets forth the relevant facts in support of each of the First Day Pleadings.

PART I – BACKGROUND

A. Preliminary Statement

7. The Debtors operate freestanding emergency centers (the “Emergency Centers”) throughout the State of Texas, including in the greater Houston area, South Texas, El Paso, the Golden Triangle, the Panhandle, and the Permian Basin. The Emergency Centers are designed to offer an attractive alternative to traditional hospital emergency rooms by reducing wait times, providing better working conditions for physicians and staff, and giving patient care the highest possible priority.

8. The Debtors were founded in Houston in 2008 by nine emergency room physicians. The Debtors were initially successful and experienced rapid growth. At their peak, in 2017, the Debtors operated 33 Emergency Centers in three different states.

9. As discussed below, the Debtors funded their expansion by incurring over \$110 million in secured bank debt. In 2016, the Debtors also explored the possibility of a substantial capital raise or other transaction to fund further growth. Ultimately, the Debtors did not close such a transaction.

10. In late 2016, the Debtors’ business began experiencing financial difficulties caused, in large part, by two fundamental challenges: (1) increased competition in the freestanding emergency department space, and (2) less favorable insurance payor conditions. Further, the Debtors’ aggressive expansion plans resulted in the opening or planned opening of

Emergency Centers, some in what was ultimately determined to be less favorable locations. Each Emergency Center required significant capital for build out, was subject to a long-term real property lease, and an anticipated 12- to 18-month timeframe for the Emergency Center to achieve cash flow positive results. These challenges have resulted in declining revenues and disproportionate overhead costs compared to the number of the Debtors' Emergency Centers and, as the business began to contract, the Debtors began closing Emergency Centers.

11. These challenges have forced the Debtors to close unprofitable Emergency Centers (and abandon several planned – but never opened – centers), lay off employees, and downsize corporate overhead. The challenges have also caused significant strain on the Debtors' relationships with some of their landlords, vendors, and doctors, upon whom the Debtors rely to operate their business. Prepetition, the Debtors engaged professionals and explored various out-of-court solutions to their financial difficulties. While the Debtors were able to improve their revenue cycle systems and procedures and further reduce costs, the Debtors cannot continue to service their secured debt and satisfy the burden of their closed or never-opened Emergency Centers. Accordingly, the Debtors undertook a robust marketing process and have filed these Chapter 11 Cases to pursue a sale of their assets.

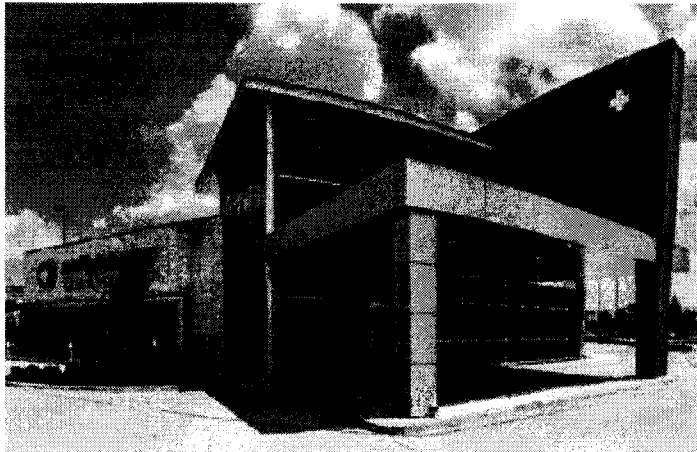
B. The Debtors' Business

12. The Debtors opened their first Emergency Center in Bellaire, Texas in 2009. At that time, the state of Texas did not license freestanding emergency centers and Debtors were required to partner with hospitals to obtain licensure. In June 2010, the Texas legislature enacted Title 25, Chapter 131 of the Texas Administrative Code, which authorized, for the first time, independent licensure for freestanding emergency rooms. Thereafter, the Debtors were able to open additional freestanding emergency rooms without the requirement to partner with hospitals.

13. From 2011 to 2013, the Debtors gradually expanded by adding four new facilities in the Houston metropolitan area. In 2014, the Debtors added two additional Houston locations and expanded into Austin, opening two Austin Emergency Centers. In 2015 and 2016, the Debtors expanded into new Texas markets as well as markets outside of Texas, including Arizona, Colorado, and Rhode Island. The Debtors financed their expansion in large part through a \$150 million credit facility obtained in November 2015, as discussed in more detail below.

14. The Debtors currently operate 22 free-standing Emergency Centers throughout Texas and provide support for the Emergency Centers at a corporate headquarters located in the Westchase area of Houston. Together with their non-debtor subsidiaries and affiliates, the Debtors' corporate network (the "Neighbors Network") consists of approximately 115 entities organized under the laws of various states. The Debtors lease the real property for most of the Emergency Centers as well as their corporate headquarters, and own the real property associated with four of their centers.³ In total, Neighbors Network employs or engages as independent contractors approximately 900 physicians, nurses, radiology technicians, laboratory professionals, and administrative staff on either a full- or part-time basis (collectively, the "Employees"). Approximately 140 of the Employees work at the Debtors' corporate headquarters. The corporate Employees perform various functions for the Debtors, including billing, coding, collection of accounts receivable, finance, human resources, marketing, information technologies ("IT"), and administrative tasks.

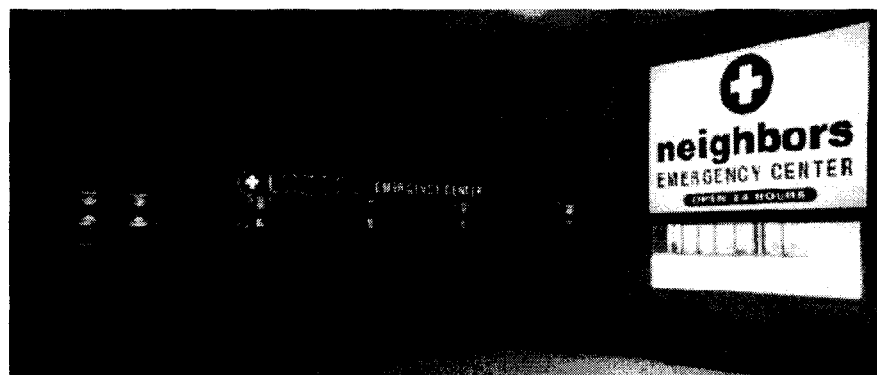
³ The Debtors own the real property for their Kingwood, Baytown, Pearland, and Beaumont Centers.

*Neighbors – Pearland*

15. The remainder—and the vast majority—of the Debtors' Employees work at the various Emergency Centers, which are located throughout Texas, as shown in the chart below.

Facility No.	Continuing
4001	Bellaire
4002	Kingwood
4003	Baytown
4004	Pasadena
4005	Pearland
4007	Beaumont
4008	Mueller
4009	Yorktown
4010	Crosby
4011	Orange
4013	Midland
4015	Edgemere
4016	Port Arthur
4018	Odessa
4019	Harlingen
4020	Amarillo
4021	Porter
4022	Brownsville
4023	McAllen
4026	Texarkana
4031	Lubbock
4035	Paris

Neighbors' 22 Open Facilities (the "Open Facilities")



Neighbors -- Pasadena

16. The Debtors generate revenues by collecting payments from patients and insurance providers in satisfaction of services rendered at the Emergency Centers. As detailed in the Anatomy of a Claim chart below, the Debtors bill patients and insurance companies for the services provided (the “Billed Charges”).⁴ Thereafter, the Debtors negotiate with the payor (which may involve appeals) to arrive at a “Final Allowable” claim amount. That amount is then divided between the insurance provider and the patient, based on the patient’s specific health plan, and paid to the Debtors. On average for 2017, the total amount collected by the Debtors was approximately 36% of the Billed Charges.

C. The Debtors’ Corporate Structure

17. The Debtors’ full corporate structure, which includes non-debtor entities, is reflected in the organizational chart attached as **Exhibit A**.

18. The Debtors’ Emergency Centers are structured as separate limited partnerships with Neighbors GP, LLC as the general partner of each. The limited partners for each Emergency Center are organized as separate series LLCs (series 100 through series 153) (collectively, the “Series LLCs”) existing as part of NHS Emergency Centers, LLC.⁵ Each of the

⁴ While the Debtors may accept Medicare or Medicaid patients, as required, for emergent care, the Debtors do not bill Medicare or Medicaid.

⁵ A series LLC is a form of a limited liability company in which each “series” operates as its own, unique entity so that the series are separate from each other for liability purposes. All Series LLCs are non-Debtors.

series LLCs are owned by a combination of “Class A” physicians, which are the original nine founding physicians,⁶ and “Class B” physicians, which are physicians that have purchased interests in profits and losses in specific series LLCs (“Purchased Interests”). The Class B physicians typically work shifts at the Emergency Centers where they own Purchased Interests. In connection with purchasing their interests in one or more Emergency Centers, the Class B physicians are entitled to a corresponding number of monthly 24-hour shifts at such centers. In addition to being eligible to receive distributions related to their Purchased Interests, Class B physicians receive compensation for working their respective shifts.⁷ As of the Petition Date, there are approximately 125 Class B physicians.

19. Management and corporate functions for each of the Emergency Centers are provided by separate Debtor entities, as follows:

- a. EDMG, LLC – provides staffing and back office support to the Emergency Centers, Neighbors Physician Group, PLLC, and Neighbors Practice Management, LLC, including payroll, human resources, IT, and accounting;
- b. Neighbors Practice Management, LLC – provides billing, coding, and revenue cycle management to the Emergency Centers and Neighbors Physician Group, PLLC;
- c. Neighbors Emergency Center, LLC – holds ownership of intellectual property assets;
- d. Neighbors Health LLC – provides management services to all of the Debtors pursuant to management agreements; and
- e. Neighbors Physician Group, PLLC – provides physician staffing in the Emergency Centers.

D. The Debtors’ Capital Structure

i. *Prepetition Credit Agreement*

20. On November 19, 2015, Neighbors Global Holdings, LLC (“Neighbors”), as

⁶ Not all nine founding physicians are participants in every series LLC.

⁷ The physician contractors are paid on an hourly basis by Neighbors Physicians Group, PLLC.

borrower, entered into a Credit Agreement (as amended, restated, or supplemented the “Prepetition Credit Agreement”) with the lenders from time to time party thereto (collectively, the “Prepetition Lenders”); KeyBank National Association, as administrative agent, swing line lender, and issuing bank (the “Prepetition Agent”); KeyBanc Capital Markets Inc., as joint lead arranger and a joint bookrunner; Compass Bank Association, as joint lead arranger, a joint bookrunner, and sole syndication agent; and LegacyTexas Bank, as the documentation agent (together with the Prepetition Lenders and the Prepetition Agent the “Prepetition Secured Parties”).

21. Simultaneously with the execution of the Prepetition Credit Agreement, various subsidiary affiliates, as guarantors (the “Guarantors”) entered into a Guaranty dated November 19, 2015 (as amended, restated, or supplemented, the “Guaranty”),⁸ with the Prepetition Agent.

22. The Prepetition Credit Agreement provided the Debtors with a revolving credit facility in an initial aggregate principal amount of up to \$30 million. On May 9, 2017, Neighbors, the Prepetition Lenders, and the Prepetition Agent entered into the Waiver, Consent and Amendment No. 3, reducing availability under the revolving credit facility to \$27 million. The maturity date for the revolving cash borrowings under the Prepetition Credit Agreement is November 19, 2020. Neighbors has never drawn on the revolving credit facility. The Prepetition Credit Agreement also provided the Debtors with (a) a term loan facility in an aggregate principal amount of \$100 million and (b) a delayed draw term loan facility in the aggregate principal amount of \$20 million (with any borrowings incurred under the delayed draw term loan

⁸ Since the November 19, 2015 date of the Guaranty, guarantors have been added through joinder agreements. As of the Petition Date, all of the entities in the Neighbors Network, including each Emergency Center, have guaranteed the Prepetition Credit Agreement. A full list of the Guarantors is contained in **Exhibit B**. (Note: The Perfection Certificate dated November 19, 2015, includes the list of Guarantors as of the closing date. The Perfection Certificate dated November 14, 2016, includes the list of Guarantors as of such date (several were added along the way pursuant to joinder agreements).

facility automatically becoming part of the term loan facility). The maturity date for the term loan under the Prepetition Credit Agreement is November 19, 2020. On the date that the Prepetition Credit Agreement funded, November 19, 2015, Neighbors drew \$100 million on the term loan facility. In September 2016, Neighbors drew \$20 million on the delayed draw term loan facility.

23. The Debtors have, from time to time, addressed issues arising under the Prepetition Credit Agreement with the Prepetition Lenders. Specifically, Neighbors entered into three amendments to the Prepetition Credit Agreement:

- (a) July 5, 2016, Amendment No. 1 – Neighbors, the Prepetition Lenders, and the Prepetition Agent entered into Amendment No. 1 to the Credit Agreement, dated July 5, 2016, pursuant to which the Prepetition Lenders waived certain events of default under the Prepetition Credit Agreement (including, without limitation, failure to comply with certain disclosure and delivery requirements), and certain Guarantors joined the Guaranty and the Security Agreement (as defined in the Prepetition Credit Agreement).
- (b) September 9, 2016, Amendment No. 2 – Neighbors, the Prepetition Lenders, and the Prepetition Agent entered into a Waiver, Consent and Amendment No. 2 to the Credit Agreement, dated September 9, 2016, pursuant to which the Prepetition Lenders waived certain events of default under the Prepetition Credit Agreement (including, without limitation, failure to deliver certain financial statements).
- (c) May 9, 2017, Amendment No. 3 – Neighbors, the Prepetition Lenders, and the Prepetition Agent entered into a Waiver, Consent and Amendment No. 3 to the Credit Agreement, dated May 9, 2017, pursuant to which the Prepetition Lenders waived certain events of default under the Prepetition Credit Agreement (including, without limitation, failure to comply with the fixed charge coverage ratio), amended certain covenants and related provisions to allow Neighbors to operate without being in default, accommodated the conversion of Neighbors Physician Group, LLC, a Texas limited liability company, from one entity type to another, and required the contribution of additional capital from its equity holders in the form of shareholder loans.

24. The obligations under the Prepetition Credit Agreement are secured by substantially all of the Debtors' assets. In particular, pursuant to (a) the Amended and Restated Pledge and Security Agreement dated May 9, 2017 (the "Security Agreement"), and (b) the

Deeds of Trust, Assignments of Leases and Rents, Security Agreement and UCC Financing Statements for Fixture Filings, in each case dated November 19, 2015 (the “Deeds of Trust”, and together with the Security Agreement, collectively, the “Prepetition Security Documents”), all amounts outstanding under the Prepetition Credit Agreement are secured by a first-priority security interest (the “Prepetition Liens”) in substantially all of the Debtors’ existing and future assets (collectively, the “Prepetition Collateral”), other than certain excluded payroll accounts and deposit accounts. In addition, the obligations under the Prepetition Credit Agreement are guaranteed by the Guarantors. Accordingly, as of the Petition Date, other than any payroll accounts or deposit accounts that may have been excluded as collateral pursuant to the Security Agreement, the Debtors do not have any unencumbered cash or assets.

ii. Equipment Leases

25. The Debtors lease their radiology equipment, including CT machines, x-ray equipment, and ultrasound machines. The Debtors’ primary equipment lessors are BBVA Compass and Wells Fargo. Prepetition, the Debtors entered into an agreement with BBVA Compass regarding return of equipment at Closed Centers and the impact on BBVA Compass’s claims against the Debtors.

26. The Debtors also lease non-medical equipment, such as monitors and computer equipment from various parties.

27. The Debtors intend to assume and assign certain equipment leases related to Open Facilities, as directed by the ultimate successful purchaser of their assets. Conversely, the Debtors intend to reject certain leases related to their Closed Centers, as described in more detail below.

iii. Outstanding Vendor Obligations

28. The Debtors utilize a broad range of vendors to provide medical supplies and other items necessary to operate the Emergency Centers. On the Petition Date, the Debtors' aggregate accounts payable to vendors is approximately \$12.8 million.

iv. Equity

29. NLH, which is the parent company of all the Debtors except Neighbors Physician Group, PLLC ("NPG"), is owned by nine individual shareholders who were the founders of the business: Paul Alleyne, Michael Chang, Andy Chen, Cyril Gilman, Henderson Quang, Darmesh Patel, Hitesh Patel, Setul Patel, and Tom Vo. NPG is owned by the same nine shareholders.

E. The Debtors' Material Litigation

30. The Debtors are involved, as both Plaintiffs and Defendants, respectively, in various litigation. The most significant litigation is summarized as follows:

- a. Beaumont Emergency Physicians Associates, PLLC ("BEPA") litigation – BEPA, the entity formed by certain physicians who staff the Debtors' Beaumont, Texas location and who own net profits interests in the Debtors' Beaumont, Texas location, filed suit against Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc., Neighbors GP, LLC (collectively, the "Neighbors Defendants"), along with several individual physicians (who are also board members in the Neighbors Network) in the Jefferson County District Court in Beaumont. In December 2013, the Neighbors facility in Beaumont, Texas ("NEC Beaumont LLC") exchanged its membership interests for shares of the limited partner of a new entity. The conversion was approved by BEPA and BEPA's president signed the conversion documents. BEPA is now claiming, however, that NEC Beaumont LLC was not converted and filed suit against the Neighbors Defendants on this basis.

BEPA alleges that if NEC Beaumont LLC was not converted, the Neighbors Defendants are in breach of contract or possibly made negligent or fraudulent misrepresentations at the time of the purported conversion. The Neighbors Defendants filed a counterclaim against BEPA asserting breach of contract and negligent and/or fraudulent misrepresentation for signing the conversion documents, allowing conversion paperwork to be filed with the Texas Secretary of state, and accepting millions of dollars in distributions from the new entity.

BEPA filed a Motion for Partial Summary Judgment on the viability of the

conversion, which the court granted in part. However, the court noted that there is a fact issue as to whether BEPA ratified or otherwise consented to the conversion due to BEPA's president signing the conversion documents and the new entity operating for years. The parties attended mediation on April 4 and 10, 2018, and continue settlement discussions. No trial date has been set.

- b. Equipment Leases litigation – Certain of the Debtors are parties to a related series of cases pending in the United States District Court for the District of New Jersey, the United States District Court for the Southern District of Texas, in the Harris County District Court, and in the Circuit Court for the State of Missouri. These cases involve Equipment Leases for which the Debtors stopped paying certain obligations based on allegations that: a) the lease schedules were improperly obtained, and 2) the original vendor failed to provide certain items, including software licenses and professional services. Given that the cases involve lessors on Debtors' equipment, the cases potentially affect the Debtors' restructuring efforts. These cases involve various equipment lessors and Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc., Neighbors Health, LLC f/k/a Neighbors Health System, LLC, Neighbors Global Holdings, LLC, Neighbors GP, LLC, and various individual Emergency Centers. Neighbors Network entities are defendants, plaintiffs, and counter-plaintiffs. No trial dates have been set.
- c. Rhode Island Litigation – Several physicians filed lawsuits against Neighbors Health LLC, NEC West Warwick Emergency Centers, LP, NHS Emergency Centers, LLC, Neighbors GP, LLC, Neighbors Physicians Group-Rhode Island, LLC, and Neighbors Physicians Group, LLC alleging breach of contract and promissory estoppel based on lease agreements between the physicians and the Neighbors defendants. A special master was appointed and the Court entered an order permitting the landlord to re-let the property and ordering the special master to take no further action. The cases are pending in the Superior Court of Rhode Island.

F. Events Leading to the Chapter 11 Cases

i. Increased Competition in the Industry

31. Beginning in 2016, the Debtors experienced increased competition in the industry in the form of traditional hospital emergency rooms, hospital outpatient departments, other freestanding emergency centers and urgent care facilities. Despite growth in net revenue from opening new facilities, the Debtors have experienced significant declining earnings before interest, tax, depreciation, and amortization ("EBITDA") since 2015. For example, the Debtors' consolidated EBITDA dropped from \$49 million in 2015, to \$45 million in 2016, to \$10.3

million⁹ in 2017. This drop has been caused, in part, by the increased competition in the industry, which has led to lower patient volumes per Emergency Center. For the Emergency Centers opened prior to 2016, the average claims per day fell from approximately 13 in the first quarter of 2017 to approximately 10 currently. For Emergency Centers opened during 2016, there continues to be, on average, fewer than 10 claims per day. This marked reduction in patient volume led to a strain at previously profitable locations and underperformance at new locations.

ii. Compression of Insurance Payor Reimbursements

32. In addition to increased competition in the industry, the Debtors' liquidity crisis was caused by a challenging insurance payor environment, which significantly reduced allowed reimbursement as well as collection rates. The net patient service revenue collected as a percentage of gross billings continues to decrease over time because insurance payors have increasingly reduced or denied the Emergency Centers' claims. This is largely the result of insurance companies increasingly classifying the services provided as "non-emergent," rather than "emergent" care.

iii. Excessive Overhead

33. The Debtors' aggressive growth strategy included significant investments in their infrastructure to support future Emergency Centers. These investments included a new corporate headquarters in Houston, a significant marketing spend, and increased employee headcount. As the Debtors were forced to shift away from a growth strategy, they have closed underperforming facilities and elected not to open new facilities. As a result, the Debtors' overhead costs have become inconsistent with the current size of their business. Although the Debtors made significant corporate overhead expense reductions in 2017, including reductions in force and

⁹ Consolidated EBITDA of \$10.3 million includes restructuring expenses of \$3.8 million.

spending cuts, corporate overhead remains out of proportion to the current level of operations primarily due to the high costs of unutilized headquarters space.

iv. Costs Associated with Closed and Never-Opened Emergency Centers

34. The Debtors' obligations still include costs related to the Closed Centers – specifically, and significantly, the Debtors' unexpired lease obligations. As of the Petition Date, the Debtors had future non-cancelable obligation commitments for operating and capital leases of approximately \$90 million.

35. The Debtors primary real property landlord on closed and never-opened centers is Read King. Prepetition, the Debtors (and certain principals of the Debtors) partnered with Read King to develop new locations for Emergency Centers. In many instances, the arrangement included Read King identifying a property; Neighbors executing a long-term lease (typically 12 years); Read King financing the purchase of the real property and the building shell; Neighbors building out the interior, opening the site, and paying rent to Read King (the “RK Leases”).

36. As tenants under the RK Leases, the Emergency Centers are subject to a Master Guaranty of Leases (the “Master Guaranty”), which provides that the tenant Emergency Centers under the RK Leases are guarantors of all the RK Leases. Based on these cross-guarantees, as guarantors of the RK Leases, the tenant Emergency Centers are jointly and severally liable for default of any of the other Emergency Centers.

v. Attempts at Out-of-Court Restructuring

37. In the fourth quarter of 2016, certain of the Debtors fell out of compliance with certain covenants under the Prepetition Credit Agreement. After significant negotiations, the Debtors and KeyBank agreed on an amendment to the Prepetition Credit Agreement. In the summer of 2017, the enterprise experienced continued underperformance and cash strain, which

resulted in additional covenant defaults.

38. Beginning in the fourth quarter of 2016 and continuing into 2017, Debtors implemented various expense reduction initiatives, including an aggregate reduction in senior management salaries, eliminating certain corporate headquarters positions, reductions in marketing expenses across all Emergency Centers, reductions in expenditures for corporate office supplies and food, and corporate travel reductions.

39. As of the fourth quarter of 2017, these cost reductions generated annualized cost savings of almost \$22 million (approximately \$18,000 average reduction in overhead costs per month at each of the individual Emergency Centers). Additionally, based on the significant headwinds facing the business, the Debtors closed 13 underperforming Emergency Centers (the "Closed Centers") and elected not to open 8 centers that had been in various stages of planning and preparation for opening.

Facility No.	Closed	Facility No.	Never Opened
4006	Lakeline	4034	Aurora
4012	Zaragoza	4037	Victoria
4014	Tyler	4039	Lake Jackson
4017	Texas City	4040	El Paso #3
4024	Wichita Falls	4041	Grand Prairie
4025	Longview	4042	Pueblo
4027	San Angelo	4044	Tucson
4028	College Station	4046	Lafayette
4029	Lufkin		
4030	West Warwick		
4032	Greeley		
4036	Kerrville		
4038	Amarillo South		

Neighbors Closed and Never-Opened Locations

40. During this process, the Debtors also engaged me as CRO and, as set forth in this Declaration, my duties included evaluating the existing business model, recommending the

closure of unprofitable locations, negotiating with Key Bank, negotiating with vendors and real property lessors, negotiating with real property lessors, and assessing other areas of change within the business

41. In addition to retaining me as CRO, the Debtors' retained my firm, CohnReznick, to lead efforts to facilitate the Debtors' restructuring efforts, which included the following advisory services:

- a. evaluating and assessing the Company's operating performance and strategy;
- b. assessing projected EBITDA and net cash flow by facility and corporate entity service provider;
- c. evaluating a go forward strategy to continue or close facilities;
- d. assisting management with cost saving initiatives including the reduction of corporate personnel and streamlining the organization by realigning responsibilities;
- e. providing assistance and analysis in determining DIP financing size and requirements;
- f. assisting in the development of strategy relating to patients and vendors;
- g. providing accounting and financial advisory and support services; evaluating cash management controls and procedures; assisting with the management of cash disbursements and vendor relationships;
- h. implementing controls and procedures to conserve cash;
- i. assisting in the preparation of weekly and monthly reports;
- j. analyzing actual results in comparison to cash forecasts and financial projections;
- k. assisting the Debtors' with the data and information gathering relating to third party due diligence for potential transactions with financial and strategic buyers; and
- l. advising and assisting the Debtors' and other professionals retained by the Debtors' in developing and executing a Chapter 11 strategy including section 363 sales.

42. In addition, CohnReznick assisted the Debtors in improving their Revenue Cycle

Management, which included:

- a. the supervision and management of the claims processing;
- b. payment and revenue generation performed by the billing and collection departments;
- c. implementation of improvements in charge capture, pricing and coding;
- d. development of accounts receivable coverage strategies;
- e. development of high priority, cash driving, work lists for account follow up staff;
- f. implementation of outsourced vendor coverage for previously uncovered accounts receivable including worker's compensation, liability and commercial underpays;
- g. development of productivity standards and measurement tools; and
- h. facilitation of the transition to a new and enhanced revenue cycle management system software to improve billing accuracy and follow-up.

43. Since my retention, the Debtors closed 7 underperforming Emergency Centers resulting in annual EBITDA savings of at least \$3.2 million and reduced corporate overhead, primarily headcount reductions, resulting in approximately \$3.4 million in annual savings. In addition, the decision not to open a center resulted in a savings of approximately \$400,000 in pre-opening costs and an additional \$1.1 million of projected EBITDA losses due to operating inefficiencies and the lack of market awareness sustained by new centers in its first year of operations.¹⁰

44. In late 2017 and early 2018 the Debtors engaged in discussions with all categories of stakeholders, including its secured lenders, landlords, employees, and vendors.

45. After carefully considering all available strategic alternatives, and in consultation with KeyBank, the Debtors concluded that it was in the best interests of their creditors and other

¹⁰ The decision to not open a facility takes into consideration many factors including, but not limited to, the competitive landscape and the negative impact on operating cash flow before an emergency center achieves the volume and profitability to contribute to system-wide performance.

stakeholders to market their assets for sale and prepare for a chapter 11 bankruptcy case.

vi. Marketing of the Debtors' Assets and Negotiation of the Stalking Horse Bid

46. On January 2, 2018, in conjunction with their ongoing discussions with KeyBank, the Debtors retained Houlihan Lokey ("Houlihan") as their investment banker. Thereafter, Houlihan and the Debtors began a marketing process that included, among other things:

- a. Establishing a data room with relevant documents about the Debtors' businesses, financial status and operations;
- b. Negotiating and executing non-disclosure agreements with interested parties;
- c. Preparing a Confidential Information Presentation ("CIP");
- d. Approaching strategic and financial buyers with industry and/or "special situations" experience;
- e. Approaching Class A and B holders that had expressed an interest in participating in the sale process;
- f. Marketing the Debtors as 1) an entire portfolio, 2) by individual market, and 3) by individual facility;
- g. Having numerous informal discussions with bidders regarding the Debtors' business and bidder due diligence;
- h. Holding management presentations with 3 parties;
- i. Conducting site visits with 3 parties;
- j. Analyzing bids, negotiating asset purchase agreements and selecting the Stalking Horse Bidder (defined below);

47. Houlihan initially contacted 127 parties. Sixty-one parties signed non-disclosure agreements and were granted access to the data room. Thereafter, Debtors and Houlihan solicited indications of interest ("IOI") with a deadline of February 16, 2018. Eighteen parties submitted IOI, ranging from interest in a whole-system bid to bids on specific Emergency Centers. Houlihan spent a substantial amount of time providing feedback and guidance to parties that submitted IOI. The Debtors' and Houlihan further provided supplemental due diligence and

had numerous telephone conferences, in person meetings, 3 management presentations, and 3 site visits at the Debtors' headquarters in Houston or at various Emergency Centers.

48. The Debtors' counsel, with input from Houlihan, prepared a form of asset purchase agreement to serve as the baseline agreement for all bidders. Stalking horse candidates were required to provide an asset purchase agreement marked against the Debtors' version by April 9, 2018. The Debtors received five formal bids. Two bids were whole-system bids for substantially all of the Debtors' assets. Two bids were for some or all of the Debtors' Houston locations. One bid was for the Debtors' Midland and Odessa locations.

49. After evaluating all of the bids and consulting with their advisors and with KeyBank, the Debtors selected Altus Health Systems OPCO, LLC and Altus Health System Realty, LLC as the stalking horse bidder for Houston assets. As further described in the Bid Procedures Motion, the Debtors intend to conduct an auction to maximize the ultimate purchase price for their assets.

PART II. FIRST DAY PLEADINGS

50. I have reviewed each of the First Day Pleadings and proposed orders (including any attached exhibits) and the facts set forth therein are true and correct to the best of my knowledge, information, and belief. I believe the relief sought in each of the First Day Pleadings (a) is vital to enable the Debtors to make the transition to, and operate in, chapter 11 with minimum disruption to their business and minimum loss of productivity or value and (b) constitutes a critical element in maximizing value during the Chapter 11 Cases.

A. Administrative and Procedural First Day Pleadings

51. **Joint Administration Motion.** I believe that joint administration of these cases will avoid the unnecessary time and expense of duplicative motions, applications, orders and

other pleadings, and related notices, that otherwise would need to be filed in each separate case absent joint administration. I believe that joint administration will save considerable time and expense for the Debtors, the Clerk of the Court, the U.S. Trustee and other parties in interest, which will, in turn, result in substantial savings for the Debtors' estates. I do not believe that the rights of the Debtors' creditors will be adversely affected by joint administration of the Chapter 11.

52. **Application to Appoint Claims and Noticing Agent.** KCC's retention is the most effective and efficient manner of noticing these creditors and parties in interest of the filing of the Chapter 11 Cases and of other developments in the Chapter 11 Cases. I am informed that KCC has acted as the claims and noticing agent in numerous cases of comparable size.

53. KCC's retention to act as an agent of the Court, as an independent third party with significant experience in this role, is in the best interests of the Debtors as well as their estates and creditors.

54. **Motion to Extend Time to File Schedules and Consolidate Creditors.** Due to the (i) the substantial size and scope of the Debtors' businesses, (ii) the complexity of their financial affairs, (iii) the limited staffing available to perform the required internal review of their accounts and affairs, and (iv) the Debtors' focus of their attention on initial bankruptcy filing matters, the Debtors will not be able to assemble all of the information necessary to complete and file the schedules and statements of financial affairs by the applicable deadline.

55. The Debtors, while separate legal entities, have a large number of common creditors and a centralized cash management system. Filing separate Top 20 Lists and separate creditor matrices in their respective cases would generate a variety of lists with a large number of duplicate entries. Consolidating the list of creditors to one list between the Debtors of the 50

largest unsecured creditors is in the best interest of the Debtors, its estate, and its creditors to avoid unnecessary duplication and to ensure administrative inefficiency.

B. Operational First Day Pleadings

56. **Motion to Provide Adequate Assurance for Utilities.** In order to operate their businesses, the Debtors rely on various utility services. Uninterrupted Utility Services are essential to the Debtors' continued operations. Should any Utility Company alter, refuse, or discontinue service, even for a brief period, the Debtors' business operations could be severely disrupted, jeopardizing the Debtors' reorganization efforts. It is therefore essential that the Utility Services continue uninterrupted.

57. On average, prior to the Petition Date, the Debtors spent approximately \$250,000 each month on account of Utility Services. I believe that the Debtors monthly utility costs going forward will be substantially similar for the initial stages of the Chapter 11 Cases, but may be reduced as part of the Debtors' cost-saving measures. The Debtors have proposed to deposit \$125,000 into the Utility Deposit Account, which is equal to approximately one half (1/2) of one month of Utility Services for all of the Utility Companies that do not already have deposits in place (the "Utility Deposit").

58. **Motion to Use Cash Collateral and Obtain DIP Financing.** Prior to the Petition Date, the Debtors and the Prepetition Agent (and their respective advisors) engaged in arms'-length negotiations regarding the terms and conditions of potential DIP Financing, as well as a consensual cash collateral order. The Debtors also conducted a search to identify potential alternative lenders to provide DIP Financing to the Debtors. The Debtors received at least two DIP loan offers and, after this search, the Debtors concluded that no other party could provide alternative financing on as or more favorable terms than those provided by KeyBank (the "DIP

Lenders Agent”) and the other lenders party to the DIP Credit Agreement (the “DIP Lenders”).

59. The Debtors have sufficient cash to fund operations without immediate access to the DIP Financing, however, the Debtors and their estates will suffer immediate and irreparable harm if the interim relief requested herein, including use of cash collateral, is not granted promptly. Further, the Debtors anticipate that the commencement of these Chapter 11 Cases will immediately increase the demands on its free cash as a result of, among other things, the costs of administering the Chapter 11 Cases, addressing key constituents’ concerns regarding the Debtors’ financial health and ability to continue operations in light of the cases and making the payments authorized by other orders entered granting the Debtors’ first day motions.

60. The Budget attached to the motion includes only expenditures that are necessary to operate the Debtors’ businesses, continue the sale process for their assets and avoid irreparable harm. As reflected in the Budget, the Debtors project over \$2.5 in negative cash flow over the next 4 weeks. The prepetition secured parties are already undersecured. The Debtors have no viable alternative to using cash collateral under the agreement set forth in the Interim Order.

61. Accordingly, the Debtors have an immediate need for cash collateral on an interim basis to, among other things, continue the operation of their business, meet payroll, pay capital expenditures, procure goods and services from vendors and suppliers and otherwise satisfy their working capital and operational needs, all of which is required to preserve and maintain enterprise value for the benefit of all parties in interest.

62. **Patient Confidentiality Motion.** The Debtors are requesting that they not be required to file a mailing matrix of patient names and addresses in order to protect confidential patient information. Instead, the Debtors request that the claims agent be allowed to maintain a Patient Matrix and a separate set of Patient Schedules with patient information that shall not be

filed or shared with any other party (except to this Court and the United States Trustee, upon request). The Debtors request that they be allowed to file a redacted version of the Patient Schedules in order to protect confidential information and to comply with applicable laws, including the HIPAA.

63. **Motion to Continue Cash Management System.** The Debtors have filed a motion to continue their ordinary course banking practices. I understand that the Debtors maintain a cash management system, comprised of 89 (eighty-nine) bank accounts, which include the Debtors' Facility Income Accounts, Facility Expense Accounts, Corporate Accounts, the Payroll Account, the NPM Account, and the NPG Account (the "Bank Accounts"). Continued use of these Bank Accounts facilitates the efficient flow and management of funds involved in the Debtors' operations (the "Cash Management System"). The Debtors utilize the cash management system on a daily basis to support virtually all aspects of their operations. Without access to their existing cash management system and accounts, the Debtors will not be able to operate.

64. In the ordinary course of business, the Debtors may use a number of checks, business letterhead, purchase orders, invoices, envelopes, promotional materials, and other business forms and correspondence (collectively, the "Business Forms"). Given that the Business Forms were used prepetition, they do not include references to the Debtors' current status as debtors in possession. Most parties doing business with the Debtors undoubtedly will be aware of the Debtors' status as debtors in possession as a result of the publicity surrounding the Chapter 11 Cases and the notice of commencement of the Chapter 11 Cases that has been or will soon be provided to parties in interest. As is the case with the existing Cash Management System, requiring the Debtors to change existing Business Forms would unnecessarily distract

the Debtors from their restructuring efforts and impose needless expenses on the estates, without any meaningful corresponding benefit.

65. The Debtors further seek authority to continue the Intercompany Transactions postpetition. Because the Debtors engaged in the Intercompany Transactions on a regular basis prepetition and such transactions are common for enterprises like the Debtors, the Debtors believe that they may continue the Intercompany Transactions in the ordinary course, as contemplated by section 363(c)(1) of the Bankruptcy Code, without court approval. Nonetheless, out of an abundance of caution, the Debtors seek express authority to continue engaging in the Intercompany Transactions.

66. Failure to continue the Intercompany Transactions in the ordinary course of the Debtors' business would unnecessarily and severely hinder operations. Absent the continuation of the Intercompany Transactions, the Debtors' ability to operate their business during the Chapter 11 Cases would be severely prejudiced, and their ability to maximize value for creditors would be drastically reduced. Avoiding such potentially crippling hindrances by continuing the Intercompany Transactions is, therefore, in the best interests of the estates. The Debtors therefore request that the Court authorize them to continue the Intercompany Transactions in the ordinary course of business.

67. **Motion to Pay Prepetition Employee Wages.** The Debtors' Workforce is comprised of three primary groups, as defined below: (i) Employees, including part-time and full-time employees, (ii) the Physicians, and (iii) the Pharmacists, and the Debtors are supplement their workforce with temporary staff and contract third-party collectors. The Workforce's skills, knowledge, and understanding of the Debtors' operations and infrastructure are essential to preserving operational stability and efficiency. In many instances, the Workforce

includes highly-trained medical professionals who are not easily replaced. Without the continued, uninterrupted services of their Workforce, the Debtors' reorganization efforts will be jeopardized.

68. In the ordinary course of business, the Debtors pay their Employees on a biweekly basis, every other Thursday, one week in arrears. The current aggregate gross amount for the Employee payroll is approximately \$1,400,000 per pay period. As of the Petition Date, approximately 90 Physicians are owed approximately \$710,000, in the aggregate, for their services, approximately 15 Pharmacists are owed approximately \$16,000, in the aggregate, for their services, Staffing Agencies are owed approximately \$40,000, in the aggregate, and Third-Party Collectors are similarly owed approximately \$40,000, in the aggregate.

69. Finally the Debtors are seeking authority to continue their benefit programs, including their Health Plans, Medical Plans, Dental and Vision Plans, HSA, and Other Employee Benefits. Continuation of Benefits in the ordinary course of business is critical to keeping and maintaining the Debtors' specialized workforce in order to ensure smooth transition into these Chapter 11 Cases.


I swear under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: Houston, Texas

July 12, 2018

By:

Name: Chad J. Shandler



NEIGHBORS LEGACY HOLDINGS, INC

NEIGHBORS GLOBAL HOLDINGS, LLC

NEIGHBORS HEALTH, LLC

EDMG, LLC

Neighbors Concierge Services, LLC

Next Door Urgent Care, LLC

Neighbors Telehealth Services, LLC

Neighbors Practice Management, LLC

Neighbors Emergency Center, LLC

Neighbors GP, LLC

NHS Emergency Centers, LLC (Series LLC)

- NEC Kingwood Asset Holdings, LLC
- NEC Baytown Asset Holdings, LLC
- NEC Pearland Asset Holdings, LLC
- NEC Beaumont Asset Holdings, LLC

- NEC Bellaire Emergency Center, LP
- NEC Kingwood Emergency Center, LP
- NEC Baytown Emergency Center, LP
- NEC Pasadena Emergency Center, LP
- NEC Pearland Emergency Center, LP
- NEC Mueller Emergency Center, LP
- NEC Beaumont Emergency Center, LP
- NEC Lakeline Emergency Center, LP
- NEC Yorktown Emergency Center, LP
- NEC Harlingen Emergency Center, LP
- NEC Crosby Emergency Center, LP
- NEC Orange Emergency Center, LP
- NEC Midland Emergency Center, LP
- NEC Odessa Emergency Center, LP
- NEC Eastside Emergency Center, LP
- NEC Zaragoza Emergency Center, LP
- NEC College Station Emergency Center, LP
- NEC Texas City Emergency Center, LP
- NEC Port Arthur Emergency Center, LP
- NEC Tyler Emergency Center, LP
- NEC Texarkana Emergency Center, LP
- NEC Amarillo Emergency Center, LP
- NEC Brownsville Emergency Center, LP
- NEC McAllen Emergency Center, LP
- NEC Porter Emergency Center, LP
- NEC Longview Emergency Center, LP
- NEC Pharr Emergency Center, LP
- NEC San Angelo Emergency Center, LP
- NEC Wichita Falls Emergency Center, LP
- NEC Pueblo Emergency Center, LP
- NEC Aurora Emergency Center, LP
- NEC Greeley Emergency Center, LP
- NEC West Warwick Emergency Center, LP
- NEC Lubbock Emergency Center, LP
- NEC Bristol Emergency Center, LP
- NEC Seguin Emergency Center, LP
- NEC Lafayette Emergency Center, LP
- NEC Weatherford Emergency Center, LP
- NEC Lake Jackson Emergency Center, LP
- NEC Lufkin Emergency Center, LP
- NEC Paris Emergency Center, LP
- NEC Kerrville Emergency Center, LP
- NEC Amarillo South Emergency Center, LP
- NEC Grand Prairie Emergency Center, LP
- NEC Victoria Emergency Center, LP
- NEC Abilene Emergency Center, LP
- NEC Greenville Emergency Center, LP
- NEC Phoenix Emergency Center, LP
- NEC Hartford Emergency Center, LP
- NEC Santa Fe Emergency Center, LP
- NEC El Paso Upper Valley Emergency Center, LP
- NEC Arizona Emergency Center 01, LP
- NEC Waco Emergency Center, LP

Neighbors Physician Group - Colorado, LLC

- Alleyne Paul
- Chang Michael
- Chen Andy
- Gillman Cyril
- Henderson Quang
- Patel Dharmesh
- Patel Hitesh
- Patel Setul
- Vo Tom

Neighbors Physician Group, PLLC

Neighbors Physician Group - Rhode Island, LLC

- Series 100 - Bellaire
- Series 101 - Kingwood
- Series 102 - Baytown
- Series 103 - Pasadena
- Series 104 - Pearland
- Series 105 - Mueller
- Series 106 - Beaumont
- Series 107 - Lakeline
- Series 108 - Yorktown
- Series 109 - Harlingen
- Series 110 - Crosby
- Series 111 - Orange
- Series 112 - Midland
- Series 113 - Odessa
- Series 114 - Eastside
- Series 115 - Zaragoza
- Series 116 - College Station
- Series 117 - Texas City
- Series 118 - Port Arthur
- Series 119 - Tyler
- Series 120 - Texarkana
- Series 121 - Amarillo
- Series 122 - Brownsville
- Series 123 - McAllen
- Series 124 - Porter
- Series 125 - Longview
- Series 126 - Pharr
- Series 127 - San Angelo
- Series 128 - Wichita Falls
- Series 129 - Pueblo
- Series 130 - Aurora
- Series 131 - Greeley
- Series 132 - West Warwick
- Series 133 - Lubbock
- Series 134 - Bristol
- Series 135 - Seguin
- Series 136 - Lafayette
- Series 137 - Weatherford
- Series 138 - Lake Jackson
- Series 139 - Lufkin
- Series 140 - Paris
- Series 141 - Kerrville
- Series 142 - Amarillo South
- Series 143 - Grand Prairie
- Series 144 - Victoria
- Series 145 - Abilene
- Series 146 - Greenville
- Series 147 - Phoenix
- Series 148 - Hartford
- Series 149 - Santa Fe
- Series 150 - El Paso Upper Valley
- Series 151 - Santa Anna
- Series 152 - Arizona 01

EXHIBIT B

List of Guarantors

Guarantors of Prepetition Credit Agreement

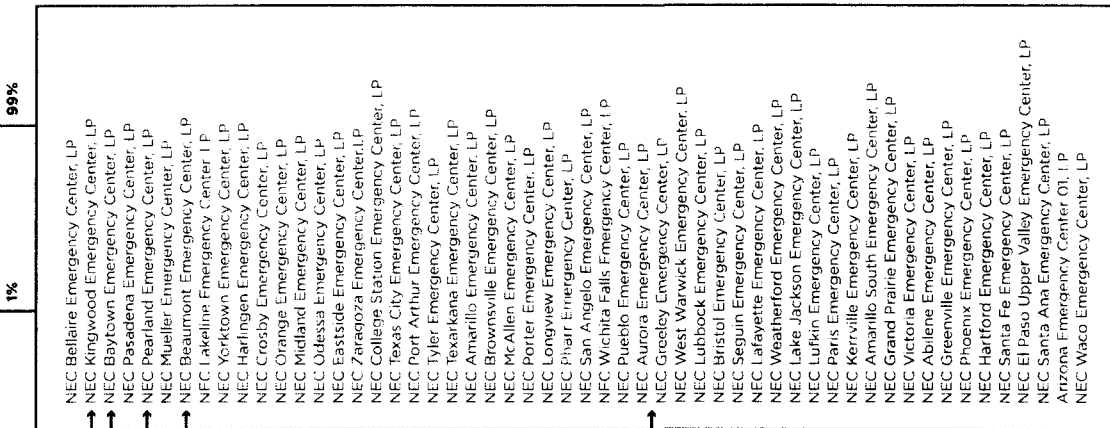
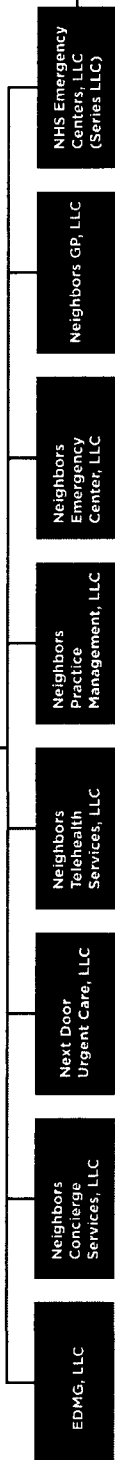
No.	Facility #	Legal Name	Guarantor
1	4001	NEC Bellaire Emergency Center, LP	X
2	4002	NEC Kingwood Emergency Center, LP	X
3	4003	NEC Baytown Emergency Center, LP	X
4	4004	NEC Pasadena Emergency Center, LP	X
5	4005	NEC Pearland Emergency Center, LP	X
6	4006	NEC Lakeline Emergency Center, LP	X
7	4007	NEC Beaumont Emergency Center, LP	X
8	4008	NEC Mueller Emergency Center, LP	X
9	4009	NEC Yorktown Emergency Center, LP	X
10	4010	NEC Crosby Emergency Center, LP	X
11	4011	NEC Orange Emergency Center, LP	X
12	4012	NEC Zaragoza Emergency Center, LP	X
13	4013	NEC Midland Emergency Center, LP	X
14	4014	NEC Tyler Emergency Center, LP	X
15	4015	NEC Eastside Emergency Center, LP	X
16	4016	NEC Port Arthur Emergency Center, LP	X
17	4017	NEC Texas City Emergency Center, LP	X
18	4018	NEC Odessa Emergency Center, LP	X
19	4019	NEC Harlingen Emergency Center, LP	X
20	4020	NEC Amarillo Emergency Center, LP	X
21	4021	NEC Porter Emergency Center, LP	X
22	4022	NEC Brownsville Emergency Center, LP	X
23	4023	NEC McAllen Emergency Center, LP	X
24	4024	NEC Wichita Falls Emergency Center, LP	X
25	4025	NEC Longview Emergency Center, LP	X
26	4026	NEC Texarkana Emergency Center, LP	X
27	4027	NEC San Angelo Emergency Center, LP	X
28	4028	NEC College Station Emergency Center, LP	X
29	4029	NEC Lufkin Emergency Center, LP	X
30	4030	NEC West Warwick Emergency Center, LP	X
31	4031	NEC Lubbock Emergency Center, LP	X
32	4032	NEC Greeley Emergency Center, LP	X
33	4033	Next Door Urgent Care, LLC	X
34	4034	NEC Aurora Emergency Center, LP	X
35	4035	NEC Paris Emergency Center, LP	X
36	4036	NEC Kerrville Emergency Center, LP	X
37	4037	NEC Victoria Emergency Center, LP	X
38	4038	NEC Amarillo South Emergency Center, LP	X
39	4039	NEC Lake Jackson Emergency Center, LP	X
40	4040	NEC El Paso Upper Valley Emergency Center, LP	X
41	4041	NEC Grand Prairie Emergency Center, LP	X
42	4042	NEC Pueblo Emergency Center, LP	X
43	4044	Arizona Emergency Center 01, LP	X
44	4046	NEC Lafayette Emergency Center, LP	X
45	6000	EDMG, LLC	X
46	6000	Neighbors Emergency Center, LLC	X
47	6000	Neighbors Global Holdings, LLC	X
48	6000	Neighbors GP, LLC	X
49	6000	Neighbors Health, LLC	X
50	6000	Neighbors Physician Group, PLLC	X
51	6001	Neighbors Practice Management, LLC	X
52	6007	Neighbors Physician Group – Colorado, LLC	X
53	8000	NEC Pharr Emergency Center, LP	X
54	8001	NEC Phoenix Emergency Center, LP	X
55	8002	NEC Abilene Emergency Center, LP	X
56	8003	NEC Bristol Emergency Center, LP	X
57	8006	NEC Hartford Emergency Center, LP	X
58	8008	NEC Santa Fe Emergency Center, LP	X
59	8009	NEC Seguin Emergency Center, LP	X
60	8010	NEC Waco Emergency Center, LP	X
61	8013	NHS Emergency Centers, LLC	X
62	8016	Neighbors Concierge Services, LLC	X
63	8017	Neighbors Telehealth Services, LLC	X
64	9002	NEC Kingwood Asset Holdings LLC	X
65	9003	NEC Baytown Asset Holdings, LLC	X
66	9005	NEC Pearland Asset Holdings, LLC	X
67	9007	NEC Beaumont Asset Holdings, LLC	X

of 30

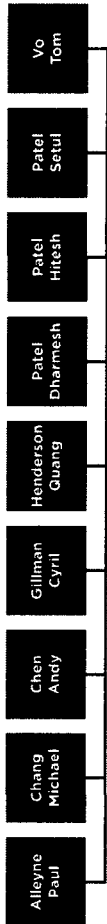
NEIGHBORS LEGACY HOLDINGS, INC

NEIGHBORS GLOBAL HOLDINGS, LLC

NEIGHBORS HEALTH, LLC



Neighbors Physician Group - Colorado, LLC



Neighbors Physician Group, PLLC

Neighbors Physician Group - Rhode Island, LLC

EXHIBIT B

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Guarantors of Prepetition Credit Agreement

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27	4027	NEC San Angelo Emergency Center, LP	X
28	4028	NEC College Station Emergency Center, LP	X
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40	4040	NEC El Paso Upper Valley Emergency Center, LP	X
41	4041	NEC Grand Prairie Emergency Center, LP	X
42	4042	NEC Pueblo Emergency Center, LP	X
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61	8013	NHS Emergency Centers, LLC	X
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63	8017	Neighbors Telehealth Services, LLC	X
64	9002	NEC Kingwood Asset Holdings LLC	X
65	9003	NEC Baytown Asset Holdings, LLC	X
66	9005	NEC Pearland Asset Holdings, LLC	X
67	9007	NEC Beaumont Asset Holdings, LLC	X

Exhibit 13

SOHAIL ALAM

5011 Darnell Street, Houston, Texas 77096

Mailing Address: 7505 Fannin, Suite 300, Houston, Texas 77054

Proof of Claim file: Neighbors Legacy Holdings, Inc
Case # 18-33836; Claim # 197

December 15, 2018

To:
Honorable Judge Marvin Isgur
United States Bankruptcy Court
Southern District of Texas Houston Division
515 Rusk, Houston Texas 77002

United States Courts
Southern District of Texas
FILED

JAN 02 2019

David J. Bradley, Clerk of Court

Neighbors Legacy Holdings, Inc.
Claims Processing Center
c/o Kurtzman Carson Consultants LLC
2335 Alaska Avenue El Segundo, CA 90245

CMRRR: 7011 3500 0002 4228 7055

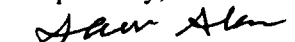
Honorable Judge Marvin Isgur:

My name is Sohail (Sam) Alam. I have filed a claim against Neighbors Legacy Holdings, Inc. I have a master's degree in healthcare administration with over 35 years of experience as an administrator, planner and entrepreneur. In 2016, in search for venture capital to enlarge my Telehealth company Drisonline.com, Inc, I contacted Girish Capital and met with the owner, Dr. Setul G. Patel. Dr. Patel and Dr. Rajan Popat after careful due-diligence asked me to merge Dr is online with Neighbors Health, LLC, which according to them was a \$250,000,000 dollar company operating 33 free standing ER's in Texas, Colorado and Rhode Island with 212 doctors and 1,200 employees. Their offices on 10800 Richmond Avenue, especially the executive floor decorated like a Taj Mahal was evidence and/or facade of their wealth. In April 2017, Neighbors Affiliate called Neighbors Telehealth, LLC was formed. My investment of \$818,000 dollars was acknowledged by all parties.

Based on the enclosed statement of facts - I am seeking this Honorable Court and the United States Trustee to take a closer look at Neighbors Health, LLC/Neighbors Legacy Holding, Inc., especially Dr. Setul G. Patel, Girish Capital, LLC, Dr. Rajan Popat, Mrs. Ekta Popat, Mr. Thomas Gruenert Esq., and Neighbors Health, LLC.

Your Honor, please know, I don't mean to disrespect and/or disparage anyone, I am simply exercising my Constitutional Rights; seeking Justice. It is my belief and my opinion that the bankruptcy proceedings for the 41 Neighbors entities just does not seem right. For example, why did Key Bank/consortium allow Neighbors Health, LLC to distribute profits despite surmounting debt and why did Key Bank treat Dr. Setul Patel so special, and just how did Dr. Patel accumulate so much of wealth at the young age 39. More importantly, just who is Girish Capital, LLC?

Respectfully,


-Sam Alam, MHA, CHC



183383619010400000000001

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

United States Courts
Southern District of Texas
FILED

JAN 02 2019

David J. Bradley, Clerk of Court

In re: §
Neighbors Legacy Holdings, Inc., et al, § Chapter 11
Sam Alam¹ § Case No. 18-3386
§

ALAM'S STATEMENT

1. Neighbors Legacy Holdings, Inc. ("NLH") as debtor and debtors in possession in Case # 18-3386 has filed for bankruptcy on behalf of **41 entities** including Neighbors Health, LLC and Neighbors GP, LLC. Neighbors GP, LLC, according to records obtained from the State of Texas lists Dr. Paul Alleyne² and Dr. Setul Patel as its Directors.

2. Sam Alam is a creditor against Neighbors Legacy Holdings, Inc., [assigned claim # 197]. Sam is also Member Manager of Neighbors Telehealth, LLC (NTH) an entity also owned by Dr. Setul G. Patel, Dr. Rajan Popat, and perhaps Dr. Paul Alleyne³.

FACTS

3. In 2017, Dr. Setul G. Patel, founder and CEO of Neighbors Health, LLC, fraudulently induced Sam Alam to invest \$818,000 dollars in Neighbors Telehealth, LLC vis-a-vis Neighbors GP, LLC. In exchange, Dr. Patel, as CEO of Neighbors Health, LLC agreed to provide

¹ Sam Alam, is a Member Manager of Neighbors Telehealth, LLC (NTH). In 2017, Dr. Setul Patel, founder and CEO of Neighbors Health, LLC, induced Sam Alam to invest \$818,000 dollars in NTH. In exchange, Dr. Patel, on behalf of Neighbors Health, LLC entered into an Administrative Services Agreement with Alam and NTH.

² Dr. Paul Alleyne is also the Member Manager of Neighbors Health, LLC

³ This is a Smoking Gun. Did Dr. Setul Patel, CEO of Neighbors Health, LLC and Dr. Paul Alleyne break any laws when they transferred Neighbors Health, LLC's asset (the share ownership in NTH) to a company that only Dr. Setul Patel and Dr. Paul Alleyne owned.

Administrative Services and contributed \$500,000 dollars from Neighbors Health, LLC⁴ into Neighbors Telehealth, LLC.

4. **Girish⁵ Capital, LLC,⁶ owned by Dr. Setul Patel as a Venture Capital firm shows a relationship with (a) "Reed King", the real-estate development firm that from information and belief designed and built several Neighbors Health, LLC's Emergency Centers⁷, (b) with "Gruenert law firm" of Mr. Thomas Gruenert, former counsel for Neighbors Health, LLC, and (c) with "Signarama" - a sign making franchise company⁸ that from information and belief provided Neon Signs and Signage to Neighbors Health, LLC's Emergency Centers.**

5. **The Neighbors Health, LLC's corporate office located at 10800 Richmond Avenue, Houston, Texas 77042, encompassing 135,000 square feet of space and decorated like a Taj Mahal housed only 150 employees - which from information and belief was Dr. Setul Patel's bait and that is how he lured people - including Alam.**

6. **Based on facts, issues, and events surrounding Neighbors Health, LLC, Alam is of the opinion, that Neighbors Health, LLC was formed and operated just like the ENRON corporation, with secret partnerships, fake holdings, creative mark to market type of accounting, all with the purpose to fool partners, investors and institutions⁹.**

⁴ It is currently unknown as to how many Member Managers of Neighbors Health, LLC were aware of the relationship between Neighbors Health, LLC and Neighbors Telehealth, LLC

⁵ Girish is Dr. Setul Patel's middle name - Setul Girish Patel

⁶ Girish Capital, LLC is a venture capital firm showing Dr. Setul G. Patel as its Managing Director

⁷ Neighbor Health, LLC operated 33 Emergency Rooms in Texas, Rhode Island, and Colorado.

⁸ Reed King, Gruenert law firm (Thomas Gruenert), and Signarama are listed on www.GirishCapital.com as its Portfolio Companies

⁹ The Houston Area Real Estate (HAR.com) shows Dr. Setul G. Patel as selling 2 single family homes for a combined price tag of \$15 million dollars. The question is how did Dr. Patel accumulate so much of wealth at the young age of 39.

7. In other words, Dr. Patel failed to inform Alam and his investors that he had a conflict. As member of the Board of Neighbors Health, LLC and Neighbors Telehealth, LLC, Dr. Patel was required to exercise the highest degree of care, good faith and honest dealings and though he was obligated to commit no act of deception, he breached the fiduciary duties to both. From information and belief, at the time that Dr. Patel, Dr. Popat and Neighbors Health, LLC entered into an agreement with Alam, Neighbors Health, LLC was technically bankrupt. On or around June 2017, some three months after the signing of the contract, Mr. Bruce McVeigh, COO of Neighbors Health, LLC informed Alam in the presence of Dr. Rajan Popat, his IT staff, and Mr. Tom Gruenert that Neighbors Health, LLC was bankrupt¹⁰. When Alam approached Dr. Patel in the presence of Dr. Popat, Dr. Patel told him that was a lie. He then terminated Mr. Bruce McVeigh. Dr. Patel reassured Alam that the Company was strong, that 8 banks with Key Bank leading the consortium had loaned Neighbors Health, LLC \$120,000,000 dollars. To emphasize the point, he informed Alam that his relationship with the banks was so strong that they would call the note if Dr. Setul Patel were to ever leave Neighbors Health, LLC.

8. On August 6, 2018 Alam filed a lawsuit in the Texas District Court, for FRAUD against Dr. Setul Patel, Girish Capital, Dr. Rajan Popat, and Mrs. Ekta Popat; case # 2018-55465.

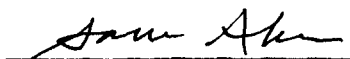
INQUIRY

9. Who is Dr. Setul G. Patel? Where did he get the money to own two single family homes worth \$15,000,000 dollars? What other assets does he have/own? Did the bankruptcy court look at Dr. Patel's financials, if not, why not? How did he accumulate so much of wealth?

¹⁰ Evidence show that Dr. Patel, Dr. Popat and Tom Gruenert despite knowledge that Neighbors Health, LLC, a \$250 million dollar company was technically bankrupt continued to enter into a deal with Alam with Alam investing \$818,000 dollars. Furthermore, Court records also show that in July 2017, Neighbors Health, LLC was turned over to restructuring specialists.

10. Who is Girish Capital? What is Girish Capital and Dr. Setul G. Patel and Neighbors Health, LLC's involvement and relationship with each other, and (a) Reed King, (b) Gruenert Law firm, (c) Signarama, and (d) others? Did any of these companies do business with Neighbors Health, LLC and/or Dr. Setul Patel? Where and what funds did Dr. Setul Patel used to operate Girish Capital? Did Girish Capital, LLC violate any SEC laws?
11. Who is Neighbors GP, LLC? Who are the Directors? What was Neighbors GP LLC's role at Neighbors Health, LLC? What was Dr. Paul Alleyne's role at Neighbors GP, LLC? What was Dr. Setul Patel's role at Neighbors GP, LLC? Why did Neighbors Health, LLC transfer Neighbors Telehealth, LLC's assets into Neighbors GP, LLC? Was this a covert action?
12. Who is Thomas Gruenert? What was Thomas Gruenert's role and interest at Neighbors Health, LLC? Neighbors GP, LLC? Neighbors Telehealth, LLC? What did he know and when did he know it?
13. The answers to these seemingly simple questions may allow creditors the comfort to know that the Courts were diligent in protecting the rights of "all".

Respectfully Submitted:



Sam Alam, MHA, CHC
713-385-7979
samalam2@gmail.com

Exhibit 14

NEIGHBORS TELEHEALTH, LLC
a Texas Limited Liability Company
COMPANY AGREEMENT

THE MEMBERSHIP RIGHTS REPRESENTED BY THIS COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER ANY SECURITIES LAWS AND THE TRANSFERABILITY OF SUCH MEMBERSHIP RIGHTS IS RESTRICTED. SUCH MEMBERSHIP RIGHTS MAY NOT BE SOLD, ASSIGNED, OR TRANSFERRED, NOR WILL ANY ASSIGNEE, VENDEE, TRANSFEREE, OR ENDORSEE THEREOF BE RECOGNIZED BY COMPANY AS HAVING ACQUIRED ANY SUCH MEMBERSHIP RIGHTS FOR ANY PURPOSES, UNLESS (1) A REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, WITH RESPECT TO SUCH MEMBERSHIP RIGHTS SHALL THEN BE IN EFFECT AND SUCH SALE, ASSIGNMENT, OR TRANSFER HAS BEEN QUALIFIED UNDER ALL APPLICABLE STATE SECURITIES LAWS, (2) THE AVAILABILITY OF AN EXEMPTION FROM SUCH REGISTRATION AND QUALIFICATION SHALL BE ESTABLISHED TO THE SATISFACTION OF COUNSEL TO COMPANY WITH RESPECT TO SUCH SALE, ASSIGNMENT, OR TRANSFER, AND (3) THE TERMS AND CONDITIONS OF THIS COMPANY AGREEMENT HAVE BEEN SATISFIED TO THE SATISFACTION OF COUNSEL TO COMPANY WITH RESPECT TO SUCH SALE, ASSIGNMENT, OR TRANSFER.

THE MEMBERSHIP RIGHTS REPRESENTED BY THIS COMPANY AGREEMENT ARE SUBJECT TO FURTHER RESTRICTIONS AS TO THEIR SALE, TRANSFER, HYPOTHECATION, OR ASSIGNMENT AS SET FORTH IN THIS COMPANY AGREEMENT AND AGREED TO BY THE MEMBER. SUCH RESTRICTIONS PROVIDE, AMONG OTHER THINGS, THAT NO MEMBERSHIP RIGHT MAY BE TRANSFERRED WITHOUT FIRST OBTAINING THE CONSENT OF THE COMPANY'S MEMBERS, AND THAT NO VENDEE, TRANSFEREE, ASSIGNEE, OR ENDORSEE OF A MEMBER SHALL HAVE THE RIGHT TO BECOME A SUBSTITUTED MEMBER WITHOUT FIRST OBTAINING THE CONSENT OF COMPANY'S MEMBERS.

NEIGHBORS TELEHEALTH, LLC
a Texas Limited Liability Company

COMPANY AGREEMENT

This COMPANY AGREEMENT (this “Agreement”) is made and entered into and shall be effective as of this the 31st day of March, 2017 (“Effective Date”), for good and valuable consideration, by the Members on the following terms and conditions:

ARTICLE 1
ORGANIZATION

Section 1.1 **GENERAL.** Company has been organized as a limited liability company under the TBOC pursuant to the filing of the Certificate with the Secretary of State of the State of Texas. However, Company conducted no business or other activities prior to the Effective Date. The Members hereby subscribe to and adopt this Agreement for purposes of setting forth the terms and conditions pursuant to which Company will be organized and operated from and after the Effective Date. Except as expressly provided to the contrary in this Agreement, the rights, duties, status and liabilities of the Members, and the formation, administration, dissolution, and continuation or termination of Company, shall be as provided in the TBOC.

Section 1.2 **NAME.** The name of Company is “Neighbors Telehealth, LLC” and all Company business must be conducted in that name or such other names that comply with Law as the Members may select from time to time.

Section 1.3 **PURPOSE AND POWERS.** The purposes of Company are to transact any and all lawful business for which a limited liability company may be organized under the TBOC (the “Business”). Company shall have the power to do any and all acts necessary, appropriate, proper, advisable, incidental or convenient to or in furtherance of the purposes of Company, and shall have, without limitation, any and all powers that may be exercised on behalf of Company by the Board of Managers pursuant to this Agreement.

Section 1.4 **TAX STATUS.** Company is a limited liability company. Notwithstanding anything in this Agreement or Company’s other organizational documents to the contrary, Company’s existence separate from its owners shall, solely for U.S. federal income tax purposes, be disregarded in accordance with the Regulations promulgated under Section 7701 of the Code for so long as Company qualifies for such “disregarded entity” status. Accordingly, during such period, profits, losses, and other federal income tax items shall be reported directly by the Persons that constitute Company’s owners under and for purposes of such Regulations. If, at any time, Company’s separate existence from its owners is not disregarded under such Regulations, profits, losses, and other federal income tax items shall be reported for federal income tax purposes in accordance with Company’s then applicable entity classification status under the Code.

Section 1.5 **PRINCIPAL OFFICE.** The principal office of Company in the United States shall be at such place as the Board of Managers may designate, which need not be in the State of Texas, and Company shall maintain records there as required by the TBOC. Company may have such other offices as the Board of Managers may designate.

Section 1.6 FILINGS. The Board of Managers shall take any and all actions, including, without limitation, the filing of amendments to the Certificate or new certificates, necessary to perfect and maintain the status of Company as a limited liability company under the Laws of the State of Texas. The Board of Managers shall cause amendments to the Certificate to be filed whenever required by the TBOC. Such amendments may be executed by any Officer designated by the Board of Managers. Upon the dissolution and completion of the winding up and liquidation of Company, any Officer designated by the Board of Managers, shall promptly execute and cause to be filed any certificates of cancellation or dissolution in accordance with the TBOC and the Laws of any other states or jurisdictions in which Company has filed certificates.

Section 1.7 PERIOD OF EXISTENCE. Company's existence shall be perpetual unless and until a Termination Event occurs and continue until the winding up and termination of Company and its business is completed pursuant to the requirements of this Agreement and the TBOC.

Section 1.8 WINDING UP AND TERMINATION.

1.8.1 Termination Events. Company shall commence winding up upon the first to occur of any of the following (each, a "Termination Event"): (a) the affirmative vote of the Governing Board of Managers according to Section 2.1, General Powers, to wind up and terminate Company; (b) a judicial determination that an event has occurred that makes it unlawful, impossible or impractical to carry on the Business; or (c) the occurrence of any event that requires dissolution of Company pursuant to any provision of the TBOC or this Agreement. Notwithstanding any provision of the TBOC to the contrary, Company shall not dissolve prior to the occurrence of a Termination Event.

1.8.2 Winding Up. Upon the occurrence of a Termination Event, Company shall continue solely for the purposes of winding up its affairs in an orderly manner in accordance with the requirements of the TBOC; provided, however, that all covenants and agreements contained in this Agreement shall continue to be fully binding upon the Members until such time as Company has completed the winding up of its affairs pursuant to the TBOC.

1.8.3 Intellectual Property. Following a Termination Event, the Company shall provide all Members with written notice of the Termination Event ("Termination Notice"). In a winding up of the Company's business following a Termination Event, the Company's Intellectual Property shall be disposed of by private auction among the Company's Members. The Board of Managers shall obtain a valuation of the Intellectual Property prepared by a duly qualified expert designated by the Board of Managers. The participating Members shall have the right to purchase the Intellectual Property at the value established by such expert, on terms approved by the Board of Managers. If no Members of the Company elect to participate in a private auction of the Intellectual Property, the Board of Managers shall conduct a public auction of the Intellectual Property, conducted at such time, place and by such auctioneer as shall be designated by the Board of Managers.

Section 1.9 CLASSES OF MEMBERS. There shall be two classes of Members: Class A and Class B Members. The Board of Managers shall have sole authority to create additional classes and series of Shares, and the "Major Decision" provisions of this Agreement shall not apply to the

creation of such classes or series or the issuance of Shares of such classes or series. The ownership interests held by the Members shall be represented by Shares issued pursuant to Article 4.

Section 1.10 MEMBERS. Company has been organized as a limited liability company. Company's Members are those individuals identified on the signature pages hereof. The affirmative vote of the Class A Members, shall constitute the act of the Members. Pursuant to Section 101.102(b)(1) of the TBOC, the Members shall not be required to make a capital contribution to Company in connection with the execution and delivery of this Agreement. However, some Members have made capital contributions to Company in connection with the execution and delivery of this Agreement, and those capital contributions are listed in the Member Schedule, attached to this Agreement as Exhibit B.

Section 1.11 NO MEMBER LIABILITY. The Members shall not be liable under a judgment, decree or order of a court, or in any other manner for the debts or any other obligations or liabilities of Company. The Members shall not be required to lend any funds to Company, or to make any additional contributions, assessments or payments to Company.

ARTICLE 2 BOARD OF MANAGERS

Section 2.1 GENERAL POWERS. The business and affairs of Company shall be managed by its Board of Managers. The Company shall have a Governing Board of Managers consisting of three (3) Managers. The initial Managers shall be Dr. Setul Patel, Dr. Rajan Popat and Sohail Alam. Management of the Company will be reserved to the Governing Board of Managers. The Governing Board of Managers shall have the discretion to appoint officers to carry out some or all of the daily management responsibilities for Company. The Board of Managers may exercise all of the powers of Company consistent with the Certificate, this Agreement, and applicable Law, including (subject to any applicable voting requirements or consent or approval rights of any Person, if any, including those contained in this Agreement or applicable Law):

- (a) the making of any expenditures, the lending or borrowing of money, the assumption or guarantee of, or other contracting for, indebtedness and other liabilities, the issuance of evidences of indebtedness and the incurring of any other obligations;
- (b) specifically incurring debt in the name of Company in amounts less than five thousand dollars (\$5,000);
- (c) the making of tax, regulatory and other filings, or rendering of periodic reports or other reports to governmental or other agencies having jurisdiction over the business or assets of Company;
- (d) the merger or other combination of Company with or into another Person or the conversion of Company from a limited liability company to any other business entity;
- (e) the use of the assets of Company (including cash on hand) for any purpose consistent with the terms of this Agreement and the repayment of obligations of Company;
- (f) the negotiation, execution and performance of any contracts, conveyances or other instruments;

- (g) the distribution of Company cash or other property;
- (h) the selection, engagement and dismissal of Officers, employees and agents, attorneys, accountants, engineers, consultants and contractors and the determination of their compensation and other terms of employment or hiring;
- (i) the maintenance of insurance for the benefit of Company;
- (j) the acquisition or disposition of assets;
- (k) the formation of, or acquisition of an interest in, or the contribution of property to, any Person;
- (l) the control of any matters affecting the rights and obligations of Company, including the commencement, prosecution and defense of actions at Law or in equity and otherwise engaging in the conduct of litigation and the incurring of legal expense and the settlement of claims and litigation;
- (m) the indemnification of any Person against liabilities and contingencies to the extent permitted by Law and this Agreement;
- (n) the voting of equity interests of Company in any other Person, including any subsidiary;
- (o) the issuance of Shares; and
- (p) the approval of operating budgets and capital expenditure budgets.

Section 2.2 MAJOR DECISIONS. Certain material transactions ("Major Decisions") will require the unanimous vote of the members of the Governing Board of Managers. The Major Decisions shall include at a minimum the following:

- (a) Incurrence of debt in excess of five thousand dollars (\$5,000);
- (b) Admission of new Members;
- (c) Call for additional capital contributions;
- (d) Transfers of Membership Interests;
- (e) Amendment of the Operating Agreement;
- (f) Revisions/amendments to the Initial Strategic Plan;
- (g) Asset sales, issuance of equity, mergers, reorganizations, and other strategic transactions;
- (h) Dismissal of any officer or Governing Board member;
- (i) The sale of all or substantially all of Company's assets or any significant portion thereof; and
- (j) The amending, revising, or supplementing of this Agreement or the Company's initial strategic plan as that term is understood by the initial Board of Managers, as appointed herein.

Section 2.3 NUMBER. The number of Managers of Company shall be three (3), or such other number, not less than one (1), as may be specified in an amendment to this provision of this

Agreement; provided, however, that a decrease in the number of Managers shall not have the effect of shortening the term of any incumbent Manager. Managers need not be residents of the State of Texas or a Member of Company.

Section 2.4 TENURE; REMOVAL. As of the Effective Date, the Board of Managers is comprised of the following Managers: Dr. Setul Patel, Dr. Rajan Popat and Sohail Alam. The initial term of service for each Manager shall be five (5) years, commencing on the Effective Date hereof and terminating on the fifth anniversary of the Effective Date (the “Initial Manager Term”). During the Initial Manager Term, no Manager can be removed except for “Cause” upon the majority vote of the Class A Managers. The term “Cause” means, with regard to any Manager: (i) the commission of an act of fraud or embezzlement against another Manager Party or the Company, (ii) a Manager is found by a court of competent jurisdiction to have committed, or pleads guilty to or *nolo contendere* to a charge that said Manager committed a felony or misdemeanor related to the provision of health items or services, or (iii) the suspension, exclusion, debarment or determination of ineligibility of Manager to participate in any federal or state health program as defined in 42 U.S.C. 1320a-7b(f) including, but not limited to, the Medicare or Medicaid programs. Additional Managers may be appointed by Majority vote of the Class A Shareholders. Additional Managers serving on the Board of Managers shall be elected annually by majority vote of the Class A Shareholders. The Initial Managers shall be elected annually by majority vote of the Class A Shareholders following the expiration of the five (5) year term.

Section 2.5 REGULAR MEETINGS. A regular meeting of the Board of Managers may be held as determined by the Board of Managers.

Section 2.6 SPECIAL MEETINGS. Special meetings of the Board of Managers may be called only with notice duly given to all Managers in accordance with Section 2.7 of this Agreement, and may be called at the request of any two (2) Managers if there are three (3) then-serving Managers on the Board of Managers or by one (1) Manager if there are two (2) then-serving Managers on the Board of Managers. Special meetings of the Board of Managers may be held at any time and place within or without the State of Texas specified by the Person calling the meeting.

Section 2.7 NOTICE OF SPECIAL MEETINGS. When a special meeting of the Board of Managers is called pursuant to Section 2.6, written notice shall be delivered to each Manager not less than fifteen (15) nor more than sixty (60) Days before the date of the special meeting to each Manager of record. The purpose for the special meeting shall be set forth in the notice. Any proper matter may be presented for consideration at the special meeting, even though the matter is not described in the notice for the special meeting.

Section 2.8 QUORUM. A majority of the number of Managers fixed by Section 2.3 shall constitute a quorum for the transaction of business at any meeting of the Board of Managers, but if less than such majority is present at a meeting, a majority of the Managers present may adjourn the meeting from time to time without further notice.

Section 2.9 MANNER OF ACTING. Each Manager shall have one (1) vote with respect to any matter coming before the Board of Managers. Except as otherwise provided by the Certificate, this Agreement, or applicable Law, the affirmative vote of the members of the Board of Managers

holding a majority of the votes available to be cast at a meeting at which a quorum is present shall constitute the act of the Board of Managers

Section 2.10 PRESUMPTION OF ASSENT. A Manager who is present at a meeting of the Board of Managers shall be presumed to have assented to any action taken at the meeting unless the Manager's dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the secretary of the meeting before adjournment thereof or shall forward his or her dissent by certified mail to Company within three (3) Business Days after adjournment of the meeting. Such right to dissent shall not apply to a Manager who voted in favor of such action.

Section 2.11 COMPENSATION; EXPENSE REIMBURSEMENT. All Managers shall be entitled to be reimbursed by Company for their reasonable out-of-pocket costs and expenses incurred in the course of their services as such, including reasonable travel expenses. Nothing in this Section 2.11 shall be construed to preclude any Manager from serving Company in any other capacity and receiving compensation therefor. Company may compensate Managers on terms approved by the Board of Managers.

Section 2.12 COMMITTEES OF THE BOARD. Creation of Committees. The Board of Managers may designate one (1) or more committees, including an audit, compensation, disclosure, governance, executive and nomination committee, each such committee consisting of one (1) or more of the Managers. Any such designated committee shall have and may exercise such of the powers and authority of the Board of Managers in the management of the business and affairs of Company as may be provided by the Board of Managers.

2.12.1 Committee Proceedings. Any committee designated in accordance with this Section 2.12 shall choose its own chairman, shall keep regular minutes of its proceedings and report the same to the Board of Managers when requested, shall fix its own rules or procedures, and shall meet at such times and at such place or places as may be provided by such rules or procedures, or by resolution of such committee or Board of Managers. At every meeting of any such committee, the presence of a majority of all the members thereof shall constitute a quorum, and the affirmative vote of a majority of the members present shall constitute the act of such committee.

2.12.2 Alternate Members. The Board of Managers may designate one (1) or more Managers as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not constituting a quorum, may unanimously appoint another member of the Board of Managers to act at the meeting in the place of the absent or disqualified member.

Section 2.13 OFFICERS. The Board of Managers may appoint certain agents of Company to be referred to as "officers" of Company and designate such titles (such as Executive Director, Executive Medical Director and Secretary) as are customary for limited liability companies under the Laws of the State of Texas, and such Officers shall have the power, authority and duties described in this Section 2.13 or as determined by the Board of Managers. Any two (2) or more

offices may be held by the same Person. In addition to or in lieu of Officers, the Board of Managers may authorize any Person to take any action or perform any duties on behalf of Company (including any action or duty reserved to any particular Officer) and any such person may be referred to as an “authorized person.” An employee or other agent of Company shall not be an authorized person unless specifically appointed as such by the Board of Managers. The Company has entered into and approved that certain Employment Agreement among the Company and Sohail Alam as set forth on Schedule 2.13 attached hereto.

2.13.1 Executive Director. The Executive Director shall serve at the pleasure of the Board of Managers and subject to the terms of any applicable employment agreements. The Executive Director will exercise executive authority over the operations of Company, implementing the policies and strategic direction established by the Board of Managers. Subject to such limitations and/or specific delegations of authority that may be established from time to time by the Board of Managers, the Executive Director shall supervise and direct Company’s Officers and employees, shall have authority to execute account agreements and banking resolutions required by financial institutions, and shall fulfill the duties and responsibilities typical to the position of President of a Texas limited liability company, including, without limitation, interviewing, hiring, and training management and officer level employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems; directing subordinate Officers and managers to achieve Company’s strategic and financial goals and conducting himself or herself at all times in a manner that reflects Company’s standards and integrity. Sohail Alam hereby is appointed the Company’s initial Executive Director.

2.13.2 Secretary. Company shall have a Secretary, who shall serve at the pleasure of the Board of Managers and subject to the terms of any applicable employment agreement. The Secretary shall be subject to the immediate supervision of the Executive Director, and shall exercise the duties and responsibilities typical to the position of Secretary of a Texas limited liability company, including, without limitation, maintaining Company’s organic records and Share ownership records, taking and maintaining on a current basis the minutes of meetings of the Board of Managers, taking all administrative actions necessary for the issuance of membership certificates to the Members, and maintaining Company’s business records in a current and orderly manner. Setul Patel, M.D. hereby is appointed the Company’s initial Secretary.

2.13.3 Executive Medical Director. The Company shall have an Executive Medical Director. The Executive Medical Director shall serve at the pleasure of, and shall be subject to the direct supervision of, the Board of Managers. The Executive Medical Director shall be responsible for developing the clinical policies and procedures of the Company, supervising the Company’s clinical personnel, and managing the Company’s contractual and operations relationships with healthcare providers, health plans and licensing agencies. The Executive Medical Director shall be responsible for assuring that, at all times, the Company’s products, services, personnel and operations comply with all applicable governmental rules and regulations, including without limitation HIPAA. Rajan Popat, M.D. hereby is appointed the Company’s initial Executive Medical Director.

ARTICLE 3
LIABILITY LIMITATION, INDEMNIFICATION AND INSURANCE

Section 3.1 LIMITATION OF LIABILITY. A Manager or an Officer shall be liable to Company and the Members for acts or omissions in the management of Company only in the case of gross negligence, willful misconduct or breach of this Agreement by such Manager or Officer; provided, however, THAT A MANAGER OR AN OFFICER SHALL NOT BE LIABLE TO COMPANY OR ANY MEMBER FOR ANY OTHER ACTS OR OMISSIONS, INCLUDING ANY ACTS OR OMISSIONS CONSTITUTING OR INVOLVING NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OR RESPONSIBILITY (SHORT OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF THIS AGREEMENT) BY OR OF SUCH MANAGER OR OFFICER. Except for the duties expressly set forth in this Agreement, a Manager or an Officer shall not be subject to any duties (including fiduciary duties) with respect to the management of Company. If the applicable Law is hereafter amended to authorize the further elimination or limitation of the liability of a manager or an officer of a limited liability company, then the liability of a Manager or an Officer shall be limited to the fullest extent permitted by the applicable Law as so amended. No amendment, modification, or repeal of this provision will apply to or adversely affect any right or protection of any Manager or Officer hereunder for or with respect to any acts or omissions of the Manager or Officer occurring prior to such amendment, modification or repeal.

Section 3.2 INDEMNIFICATION BY THE COMPANY. Company shall, to the fullest extent now or hereafter permitted and in the manner provided under applicable Law, including Chapter 8 of the TBOC (or the corresponding provision of any subsequent Law), as amended, indemnify, defend, protect, and hold harmless each past or present Manager, Officer, Member, and, to the extent determined by the Board of Managers from time to time, employee or other agent or representative (collectively, the “Indemnified Parties;” and each an “Indemnified Party”), from and against all actions, suits, or proceedings, and all other claims, demands, losses, damages, liabilities, judgments, awards, penalties, fines, settlements, costs, and expenses (including court costs and reasonable attorneys’ fees), arising out of the management of Company or such Person’s service or status as a Manager, Officer, employee, Member, agent, or representative. THE INDEMNIFICATION OBLIGATIONS PROVIDED IN THIS SECTION 3.2 ARE INTENDED TO BE ENFORCEABLE AGAINST COMPANY AND THE MEMBERS IN ACCORDANCE WITH THE EXPRESS TERMS AND SCOPE HEREOF NOTWITHSTANDING TEXAS’ EXPRESS NEGLIGENCE RULE OR ANY SIMILAR RULE THAT WOULD PROHIBIT OR OTHERWISE LIMIT INDEMNIFICATION OBLIGATIONS BECAUSE OF THE SIMPLE NEGLIGENCE (WHETHER SOLE, CONCURRENT, ACTIVE OR PASSIVE) OR OTHER FAULT OR STRICT LIABILITY OF ANY OF THE INDEMNIFIED PARTIES. ACCORDINGLY, THE INDEMNIFICATION PROVIDED HEREUNDER SHALL APPLY TO MATTERS THAT ARISE OUT OF THE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OR RESPONSIBILITY BY AN INDEMNIFIED PARTY; PROVIDED, HOWEVER, THAT THE INDEMNIFICATION PROVIDED HEREUNDER SHALL NOT APPLY TO MATTERS ARISING OUT OF THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF THIS AGREEMENT BY AN INDEMNIFIED PARTY. No amendment, modification, or repeal of this provision will apply to or adversely affect any right or protection of any Manager, Officer, employee, Member, agent or representative of Company hereunder for or

with respect to any acts or omissions of the Manager, Officer, employee, Member, agent, or representative occurring prior to such amendment, modification or repeal.

3.2.1 Advance Payment. Company shall pay or reimburse, in advance of the final disposition of any applicable proceeding, reasonable expenses incurred by an Indemnified Party to the fullest extent now or hereafter permitted by the TBOC (or the corresponding provision of any subsequent Law), as amended.

3.2.2 Rights Cumulative. The right to indemnification and the advance payment or reimbursement of expenses conferred in this Section 3.2 shall be cumulative of, and in addition to, any and all other rights, remedies and resources to which the Indemnified Parties are entitled at Law or in equity.

Section 3.3 INSURANCE. To the fullest extent permitted by the TBOC, and with limits and at a cost acceptable to the Board of Managers, Company may purchase and maintain, at its own expense, insurance to protect itself and any Person who is a Manager or who is serving as an Officer, employee, or agent of Company, or is or was serving at the request of Company as a manager, partner, officer, venturer, proprietor, trustee, employee, agent or other similar functionary of another domestic or foreign entity or enterprise against any claims, demands, losses, damages, liabilities, judgments, awards, penalties, fines, settlements, costs, and expenses whether or not Company would have the power to indemnify such Person against such amounts under this Article 3.

Section 3.4 INDEMNIFICATION BY SOHAIL ALAM. Notwithstanding Section 3.2 and to the fullest extent permitted by Law, Sohail Alam shall indemnify the Company and each other Member and hold them harmless from and against all losses, costs, liabilities, damages, and expenses (including costs of suit and attorneys' fees) arising from Sohail Alam's business activities and the business of Drisonline.com, Inc., a Texas corporation, of which Sohail Alam is the sole director.

Section 3.5 NOTICE OF INDEMNITY CLAIM. An Indemnified Party shall promptly notify the other Indemnifying Party in accordance with the terms of the notice provisions set forth herein, of the indemnity event in question after the Indemnified Party becomes aware of the existence of such indemnity event specifying with reasonable particularity the basis for such indemnity event; provided, however, that the failure to timely notify shall relieve the Indemnifying Party from the obligation to indemnify against the liability respecting such indemnity event only to the extent the Indemnifying Party establishes by competent evidence that it is prejudiced thereby. In any case, if any such action giving rise to an indemnity event shall be brought, and the Indemnified Party shall promptly notify the Indemnifying Party of the commencement thereof, such Indemnified Party shall be entitled to participate in the defense thereof at its own expense. Whether or not the Indemnified Party chooses to participate in the defense or prosecution of any claim, action, suit or proceeding with respect to an indemnity event, all the parties hereto shall cooperate in the defense or prosecution thereof, and no such claim, suit or proceeding shall be compromised or settled without the advance written consent of the Indemnifying Party.

ARTICLE 4 ISSUANCE AND TRANSFER OF SHARES

Section 4.1 AUTHORIZED SHARES. Company is authorized to issue two (2) distinct classes of shares of Membership Interests: (i) Class A Membership Interests and (ii) Class B Membership Interests. Company shall issue three (3) shares of Class A Membership Interests and nine hundred ninety-seven (997) shares of Class B Membership Interests. All Class A Membership Interests shall be given the voting right of one (1) vote per Share. Class B Membership Interests shall carry no voting rights within the Company whatsoever.

Section 4.2 OWNERSHIP OF SHARES. Pursuant to Section 1.10, all issued and outstanding Shares are held by the Company's Members as indicated on the signature pages hereof, and as stated within the Member Schedule, attached to this Agreement as Exhibit B

4.2.1 Issuance of Certificates. The Members hereby acknowledge that all Shares and associated Membership Rights are "securities" governed by Article 8 of the Uniform Commercial Code as in effect from time to time in the State of Texas. Membership certificates representing Shares shall be issued from time to time as the Board of Managers may determine is necessary or appropriate, and shall be in such form that is consistent with the requirements of Law and the Certificate, as the Board of Managers determines from time to time. All such certificates shall be consecutively numbered or otherwise identified. The name and address of the Person to whom the Shares represented thereby are issued, with the number of Shares and date of issue, shall be entered on the Share transfer books of Company. All certificates surrendered to Company for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of Shares shall have been surrendered and canceled, except that in the case of a lost, destroyed, or mutilated certificate a new one may be issued therefor upon such terms and the Member providing such indemnity to Company as the Board of Managers may prescribe. So long as any Shares and the associated Membership Rights are pledged by the Member (each a "Secured Obligation"), neither Company nor the Member will take any action to "opt-out" of Article 8 of the Uniform Commercial Code with respect to the Shares, or otherwise take any action inconsistent with the treatment of the Shares as "securities" thereunder.

4.2.2 Certain Dispositions of Shares. In the event any Shares and the associated Membership Rights are pledged by the Members to any Person (the "Secured Party") as collateral security for any Secured Obligation and the Secured Party disposes, pursuant to Part 6 of Article 9 of the Texas Uniform Commercial Code, of any such Shares and associated Membership Rights after default by the obligor with respect to the Secured Obligation, the Person that acquires such Shares and Membership Rights as a result of such disposition (the "Foreclosure Transferee") shall immediately and automatically be admitted as a Member with the number of Shares and Membership Rights acquired by the Foreclosure Transferee as a result of such disposition, without any consent or other action of Company or the Members. Upon request, Company shall cancel the certificates representing the Shares so transferred and shall issue a new certificate to the Foreclosure Transferee for the number of Shares so acquired by the Foreclosure Transferee.

Section 4.3 TRANSFERS OF SHARES. A Transfer of Shares shall be made according to Section 2.2, Major Decisions, and recorded on the Share transfer books of Company, by the holder of record thereof, or by the holder of record's legal representative or attorney-in-fact authorized by power of attorney (or such other evidence of authority as may be appropriate) duly executed

and filed with Company, and upon surrender for cancellation of the certificate representing such Shares. Except as otherwise specifically provided in this Agreement, the Person in whose name Shares stand on the books of Company shall be deemed by Company to be the owner thereof for all purposes.

4.3.1 No Restriction on Assignment or Devise of Shares for Managers. Despite the restriction described and contemplated within Section 4.3, any Member who is also a serving Manager and member of the Board of Managers shall have the ability to assign the Member's Shares by assignment or inheritance, or otherwise devise said Shares to any descendant or individual or entity designated by the Member to receive the Member's Shares through such a transfer. Any such transferee of such a transfer shall immediately and automatically be admitted as a Member with the number of Shares and Membership Rights acquired by the transferring Member as a result of such transfer, without any consent or other action of Company of the Members. The foregoing notwithstanding no assignee of a Manager shall be entitled to serve as a Manager unless duly elected under the terms of this Agreement.

ARTICLE 5 FINANCIAL MATTERS; BOOKS AND RECORDS

Section 5.1 DISTRIBUTIONS OF NET CASH FLOW. Distributions of profits created by Company be distributed from time to time as the Board of Managers determines to the Members based on the Members' respective sharing ratios.

Section 5.2 MAINTENANCE OF BOOKS AND RECORDS. Company shall maintain at its principal place of business a minute book and separate books of account for Company which shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received, and all income derived in connection with the conduct of company and the operation of Company business in accordance with this Agreement.

5.2.1 The Members, or any agents or representatives of the Members, at the Members' own expense, may examine, copy and audit the books and records of Company and make copies of and abstracts from the financial and operating records and books of account of Company, and discuss the affairs, finances and accounts of Company with the independent accountants of Company, all at such reasonable times and as often as the Members or any agents or representatives of the Members may reasonably request. The rights granted to the Members pursuant to this Section 5.2 are expressly subject to compliance by the Members with the confidentiality procedures and guidelines of Company, as such procedures and guidelines may be established from time to time.

5.2.2 Company's fiscal year may be changed from time to time by resolution of the Board of Managers. Unless otherwise designated by the Board of Managers, Company's fiscal year shall end on December 31 of each year.

5.2.3 Company shall furnish the Members with such items as may be required under and in accordance with applicable tax Law. Upon written request by the Members, Company also shall either allow the Members an opportunity to review, or furnish to the Members a

copy of, the income tax returns filed by Company, together with any schedules and other information that are relevant to the Members' own tax affairs.

5.2.4 All funds of Company shall be deposited in Company's name, in such account or accounts with such financial institutions as may be approved by the Board of Managers from time to time. Withdrawals of funds from Company accounts shall be made on such signature or signatures as the Board of Managers may approve from time to time.

ARTICLE 6 RESTRICTIVE COVENANTS

Section 6.1 NON-COMPETITION. Each Member represents to the Company that he, she or it agrees that, for the time during which the Member is a Member of the Company, including, but not limited to, the Effective Date of this Agreement, and for a period of twenty-four (24) months thereafter (the "Restricted Period"), absent the prior written consent of the Managers, the Member shall not own, manage, be employed by or otherwise provide goods or services to any business competitive with the Company anywhere in the United States of America. The foregoing does not preclude any Member from participating as an owner, manager, employee or affiliate of any company that provides telehealth services on or before the Effective Date.

Section 6.2 NON-DISCLOSURE OF CONFIDENTIAL INFORMATION. Each Member agrees that such Member shall not disclose to any person any Confidential Information (as defined below) of the Company except upon the Company's advance written consent. For purposes of this Agreement, "Confidential Information" means any information intended by the Managers to remain confidential relating to the Company's professional staff, business plans, facilities, equipment, financial results, assets, liabilities, practice management plans, agreements and business operations.

Section 6.3 NON-SOLICITATION. Each Member agrees, during the Restricted Period, to refrain from soliciting any officer, employee, contractor, manager, patient or other person affiliated with or representing the Company or the Managers to terminate or modify their respective existing business and/or medical relationships with the Company or the Managers.

Section 6.4 ENFORCEMENT. The Members acknowledge that the foregoing restrictive covenants are reasonable in scope and necessary for the sound administration of the Business. The Members acknowledge and agree that any breach of the restrictive covenants set forth in this Article 6 would result in the irreparable injury to the Business, and that the Company would be entitled in such event to obtain a temporary restraining order and temporary and permanent injunctive relief to restrain further breaches of this Article 6.

ARTICLE 7 MISCELLANEOUS

Section 7.1 AMENDMENTS. This Agreement may be amended by the Members at any time.

Section 7.2 ENTIRE AGREEMENT. This Agreement sets forth the entire agreement among the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings among the parties with respect to the subject matter hereof.

Section 7.3 NOTICES. All notices, requests, demands, claims, and other communications pertaining to this Agreement (“Notices”) must be in writing, must be sent to the addressee at the address set forth in this Section 7.3, or at such other address as the addressee has designated by a Notice given in the manner set forth in this Section 7.3, and must be sent by (a) courier, hand or overnight express, (b) electronic mail, or (c) prepaid, certified U.S. mail. Notices will be deemed given when delivered and receipted for (or when attempted delivery is refused at the address where sent), or, with regard to Notices sent via prepaid, certified U.S. mail, at the time indicated on the certificate of mailing property obtained from the U.S. Post Office; provided, however, that Notices received or delivered after 5:00 p.m. any Business Day and before 8:59 a.m. the next Business Day, local time of the destination address, will be deemed given at 9:00 a.m. on the next such Business Day. The addresses for Notices are as follows:

Company: Neighbors Telehealth, LLC
10800 Richmond
Houston, Texas 77042

Members: To the address set forth for each Member on the signature page hereof.

Section 7.4 BINDING EFFECT. Every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Members and its legal representatives, successors, transferees, and assigns.

Section 7.5 DEFINITIONS AND ADDITIONAL RULES. For purposes of this Agreement, the terms set forth in Exhibit A to this Agreement shall have the meanings specified in Exhibit A to this Agreement. For purposes of this Agreement, unless the context shall require otherwise: (a) words importing the singular number or plural number shall include the plural number and singular number respectively; (b) words importing the masculine gender shall include the feminine and neuter genders and vice versa; (c) reference to “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation;” (d) reference to “herein,” “hereby” or “hereunder,” or any similar formulation, shall be deemed to refer to this Agreement as a whole, including all Exhibits to this Agreement; (e) references to “Articles” and “Sections” are to Articles and Sections of this Agreement; and (f) references to “Exhibits” are to the Exhibits attached to this Agreement, each of which is made a part hereof for all purposes.

Section 7.6 HEADINGS. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

Section 7.7 SEVERABILITY. Except as otherwise provided in the succeeding sentence, every provision of this Agreement is intended to be severable, and, if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

Section 7.8 FURTHER ACTION. The Members agree to perform all further acts and execute, acknowledge, and deliver any further instruments or documents that may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement, and to take such other action, as the Board of Managers determines is necessary, useful or appropriate to comply with

any Laws, rules or regulations or enable Company to fulfill its responsibilities under this Agreement.

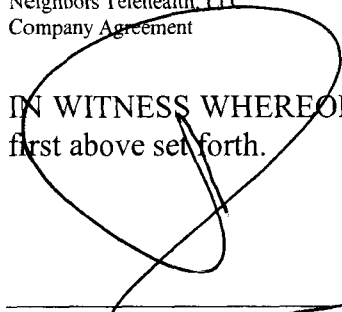
Section 7.9 INCORPORATION BY REFERENCE. Every exhibit, schedule, and other appendix attached to this Agreement and referred to herein is not incorporated in this Agreement by reference unless this Agreement expressly otherwise provides.


Section 7.10 SIGNATURES. This Agreement may be executed simultaneously in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

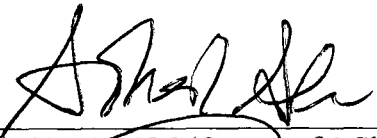
Section 7.11 GOVERNING LAW & VENUE. THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION OF ITS TERMS, AND THE INTERPRETATION OF THE RIGHTS AND DUTIES ARISING HEREUNDER, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF TEXAS OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF TEXAS. THE VENUE FOR RESOLVING ANY DISPUTE ARISING UNDER THIS AGREEMENT SHALL BE HARRIS COUNTY, TEXAS.

[Signature Page to Follow]

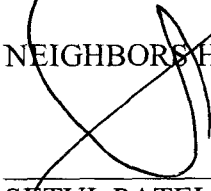
IN WITNESS WHEREOF, the parties have entered into this Company Agreement as of the date first above set forth.


Date: 3/31/17
SETUL PATEL (Owner of 1 Share of Class A Membership Interests and 99 Shares of Class B Membership Interests)
Address for Notice: 12330 Bend Creek Lane, Pearland, Texas 77584


Date: 3/31/17
RAJAN POPAT (Owner of 1 Share of Class A Membership Interests and 99 Shares of Class B Membership Interests)
Address for Notice: 1010 Reinhart Avenue, Sugar Land, Texas 77479


Date: 3/31/17
SOHAIL ALAM (Owner of 1 Share of Class A Membership Interests and 299 Shares of Class B Membership Interests)
Address for Notice: 7505 Fannin Street, Suite 312, Houston, Texas 77054

NEIGHBORS HEALTH, LLC


Date: 3/31/17
SETUL PATEL, President and Chief Executive Officer
(Owner of 10 Shares of Class B Membership Interests)
Address for Notice: 10800 Richmond Avenue, Houston, Texas 77042

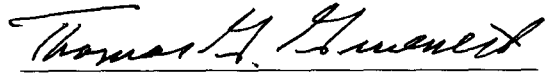

Date: 3/31/17
THOMAS GRUENERT (Owner of 10 Shares of Class B Membership Interests)
Address for Notice: 9621 Live Oak Court, Manvel, Texas 77578

EXHIBIT A

NEIGHBORS TELEHEALTH, LLC COMPANY AGREEMENT

DEFINITIONS

As used in this Agreement, the following terms have the meanings set forth below:

“Agreement” has the meaning set forth in the introductory paragraph.

“Governing Board of Managers,” “Board of Managers” and “Board” shall consist of all Managers of Company and shall be as described in this Agreement, including Article 2.

“Business Day” means any day other than a Saturday, a Sunday, or a holiday on which national banking associations in the State of Texas are closed.

“Certificate” shall mean the Certificate of Formation accepted for filing by the Secretary of State of the State of Texas on September 14, 2016 for purposes of organizing Company.

“Code” means the Internal Revenue Code of 1986, as amended, modified or supplemented from time to time (or any corresponding provisions of succeeding Law).

“Company” means Neighbors Telehealth, LLC, the Texas limited liability company organized pursuant to the terms and conditions of this Agreement.

“Day” means a calendar day; provided, however, that, if any period of Days referred to in this Agreement shall end on a Day that is not a Business Day, then the expiration of such period shall be automatically extended until the first succeeding Business Day.

“Effective Date” has the meaning set forth in the introductory paragraph.

“Foreclosure Transferee” has the meaning set forth in Section 4.2.2.

“Indemnified Parties” and “Indemnified Party” shall have the meaning set forth in Section 3.2.

“Intellectual Property” means all copyrights, patents, trademarks, trade names, trade dress, assumed names, doing business as or d/b/a registrations, logos, symbols, inventions; literary and artistic works; designs; and symbols, names and images used in commerce by the Company.

“Interest” means a Person’s share of the income, gain, loss, deduction and credits of, and the right to receive distributions from, Company.

“Law” means any applicable constitutional provision, statute, act, code, law, regulation, rule, ordinance, order, decree, ruling, proclamation, resolution, judgment, decision, declaration, or interpretative or advisory opinion or letter of any governmental authority (including the TBOC and the Code).

“Manager” means any Person properly serving on the Board of Managers from time to time pursuant to Article 2.

“Member” means any Person executing this Agreement as a member or hereafter admitted to Company as a member as provided in this Agreement, but such term does not include any Person who has ceased to be a member in Company. All references in this Agreement to Member shall mean the member identified in Section 1.1.

“Membership Rights” means with respect to the Member, (a) the Member’s status as a Member; (b) that Member’s Shares and Membership Interests; (c) all other rights, benefits and privileges enjoyed by that Member (under the TBOC, the Certificate, this Agreement or otherwise) in its capacity as a Member, including that Member’s rights to vote, consent and approve and otherwise to participate in the management of Company; and (d) all obligations, duties and liabilities imposed on that Member (under the TBOC, the Certificate, this Agreement or otherwise) in its capacity as a Member, including any obligations to make capital contributions.

“Net Cash Flow” means all cash funds of Company derived from any source (including interest received on reserves) without reduction for any non-cash charges, but less cash funds used to pay current operating expenses and to pay or establish reasonable reserves for future expenses, debt payments (including loans made to Company by the Member), capital improvements, and replacements as determined by the Board of Managers in its Sole Discretion.

“Notices” has the meaning set forth in Section 7.3.

“Officer” means any Person designated and properly serving as an officer of Company pursuant to Section 2.13 at the time in question.

“Person” means any individual, company (whether general or limited), limited liability company, corporation, trust, estate, association, nominee, or other entity.

“Regulations” means the regulations promulgated by the United States Department of the Treasury pursuant to and in respect of provisions of the Code. All references herein to sections of the Regulations shall include any corresponding provision(s) of succeeding, similar substitute, proposed or final Regulations.

“Secured Obligation” has the meaning set forth in Section 4.2.1.

“Secured Party” has the meaning set forth in Section 4.2.2.

“Sole Discretion” means with respect to any Person, that Person’s sole and absolute discretion, with or without cause, and subject to such conditions as it shall deem appropriate.

“TBOC” means the Texas Business Organizations Code, as amended, modified or supplemented from time to time (or any corresponding provisions of succeeding Law), including applicable provisions of the Texas Limited Liability Company Law.

“Termination Event” has the meaning set forth in Section 1.8.1.

“Transfer” means, as a noun, any voluntary or involuntary, direct or indirect, transfer, sale, assignment, gift, pledge, hypothecation, encumbrance or other disposition and, as a verb, voluntarily or involuntarily, directly or indirectly, to transfer, sell, assign, give, pledge, hypothecate, encumber or otherwise dispose of an item. With respect to Membership Rights, the term Transfer shall refer to all or any part of the beneficial ownership of, the voting power associated with, or any other right, power, or interest in, the Membership Rights.

“Shares” means shares representing the entire ownership interest and rights of a Member in Company at any particular time as a Member, including all Membership Rights held by the Member and the right of the Member to any and all rights and benefits to which a Member is entitled pursuant to the terms of this Agreement.

EXHIBIT B

NEIGHBORS TELEHEALTH, LLC
COMPANY AGREEMENT

MEMBER SCHEDULE

Member	Initial Capital Contribution	Ownership
Sohail Alam	Contribution of assets with a monetary equivalent of \$650,000.00	1 Class A Share 299 Class B shares
Dr. Setul Patel	Services	1 Class A Share 99 Class B Shares
Dr. Rajan Popat	Services	1 Class A Share 99 Class B Shares
Neighbors Health, LLC	Administrative Support and Intellectual Property	10 Class B Shares
Thomas Gruenert	Services	10 Class B Shares
Reserved for Sale to Individual Investors	\$1,600.00	400 Class B Shares
Treasury Shares		80 Class B Shares

Exhibit 15

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement (this "Agreement") is entered into between Neighbors Health, LLC, a Texas limited liability company ("NH"), and Neighbors Telehealth, LLC, a Texas limited liability company (the "Company"), to be effective as of the 31st day of March, 2017 ("Effective Date").

Recitals:

WHEREAS, the Company provides health care access via electronic means of communication between patients and healthcare providers (hereafter the "Company Business").

NOW, THEREFORE, the Company and NH, for good and valuable consideration, the receipt and sufficiency of which are duly acknowledged, agree as follows:

1. Engagement of NH

The Company hereby engages NH to provide administrative services for the Company, subject to the terms and conditions set forth herein.

- a. NH will perform administrative services in accordance with the policies, procedures, rules and directives as adopted and amended by the Company and will answer directly to the Company.
- b. The administrative services to be delivered by NH shall include, without limitation, the Administrative Services outlined in Section 2 of this Agreement, and such additional services as shall be necessary and appropriate to provide for the operation of the Company's business without interruption.
- c. NH shall perform its services hereunder, including the Administrative Services, in compliance with the requirements of all applicable federal, state, regional and local laws, rules, regulations and orders, including those applicable to the provision of services to patients covered by federal health care programs.

2. Administrative Services

The administrative services to be provided by NH hereunder shall be sufficient to support the Company's ongoing business operations in all respects, including, without limitation, the following:

- a. Staffing and Human Resources. NH and its affiliates shall have the sole responsibility for hiring, firing and supervising all non-professional employees, shall administer payroll and benefits, provide necessary employee training and certification, and shall maintain personnel records in compliance with state and federal laws.

- b. Accounting. NH will supervise and manage all accounting, including tax compliance and tax return preparation, accounts payable administration, billing and collection services of the Company.
- c. Financial Planning and Forecasting. NH will create, implement and review annual budgets for the Company. NH will be responsible for taking all actions that NH deems necessary to implement the approved budget.
- d. Cash Management, Banking and Treasury. NH, as agent of the Company, will maintain bank accounts, and shall both have the right to make deposits and withdrawals from any such bank account in connection with operations of the Company. NH will not have the authority to borrow money or execute any promissory notes on Company's behalf without the consent of the Company.
- e. Administer Insurance Programs. NH will maintain policies of general liability, premises liability and any other insurance that it deems appropriate to insure NH, the Company, and NH's employees and agents against any liability resulting from NH or NH's employees' acts or omissions during the Term of this Agreement.
- f. Executive Operations Management. NH will advise the Company as to any equipment needs, maintenance or operational issues that are necessary for the continued operation of the Company. NH will be responsible for negotiating and preparing service contracts and developing managed care contracts that NH deems necessary for the operation of the Company.
- g. Marketing. NH will create, implement and administer marketing programs for the Company. NH will be responsible for taking all actions that NH deems necessary to deliver and communicate the Company's services to the community.
- h. Branding. NH, as agent of the Company, will be responsible for maintaining and implementing the name, logo, slogan and/or design scheme associated with the Company.
- i. Information Technology. NH will supervise and manage the application and utilization of computers and telecommunications equipment to store, retrieve, transmit and manipulate the Company's data.
- j. Facilities Management Oversight. NH shall have the sole responsibility of providing oversight of the Company's infrastructure, instrumentation and equipment. NH will create, implement and review the policies, procedures and requirements for properly and adequately maintaining and managing the Company Business. NH shall identify and manage appropriate vendor relationships for supplies and equipment.
- k. Policies and Procedures. NH will create, implement and review policies and procedures for the operation of the Company Business and the sound administration of the Company's facilities.

- l. Licensure. NH shall have the sole responsibility of taking all actions and performing all services that NH deems necessary to ensure that all licenses held by the Company are properly maintained in good standing.
- m. Compliance Training. NH shall have the sole responsibility of taking all actions to ensure the Company's employees are properly educated on the laws, regulations and policies that apply to their day-to-day job responsibilities. NH will be responsible for taking all actions that NH deems necessary to provide training to the Company's employees on workplace discrimination and harassment, dealings with competitors, protecting trade secrets, record management, IT and all areas of professional competence.
- n. Such other services as shall be (i) reasonably related to those specific services set forth above, or (ii) reasonably necessary, at NH's sole discretion, to support the Company's operations.

(the foregoing referred to collectively as the "Administrative Services"). The Company agrees to provide NH with access to, and/or copies of, the Company's business information sufficient to enable NH's personnel to perform the Administrative Services. NH agrees that all such information relating to the Company's business shall be treated as strictly confidential and shall not be disclosed to any person absent the Company's advance written consent except as may be necessary for NH's accounting, tax preparation and financial reporting purposes.

3. Expenses

- a. The Company shall reimburse NH's reasonable out of pocket expenses incurred in connection with the performance of NH's services under this Agreement, subject to NH's provision of appropriate documentation for such expenses.

4. Term

This Agreement shall become effective on the Effective Date and shall remain effective thereafter for as long as the Company operates the Company Business, unless (i) terminated by either Party by giving advance written notice to the non-terminating Party not less than ninety (90) days prior to the next succeeding anniversary of the Effective Date (in which case, the Agreement shall remain in full force and effect until the next succeeding anniversary of the Effective Date), or (ii) terminated by the written agreement of the Parties, or (iii) terminated for cause in accordance with Section 6 of the Business Agreement attached hereto as Exhibit A.

5. Indemnification

The Company agrees to indemnify NH, and hold NH and its officers, directors, shareholders, employees and representatives harmless from any and all claims, losses and liabilities of all descriptions arising during the Term of this Agreement and relating to (i) any claim for property damage, personal injury and/or wrongful death caused in whole or in part by any act or omission of the Company, (ii) any agreement, written or verbal, to which the Company is a party, including any agreement entered into on behalf of the Company by NH, (iii) the Company's business

liabilities, and (iv) any breach by the Company of any term of this Agreement; excluding, however, any claim, loss or liability arising as a result of (a) NH's sole negligence or (b) any breach by NH of any term of this Agreement.

6. Miscellaneous

- a. Controlling Law. The interpretation and enforcement of this Agreement shall be governed by the internal laws of the State of Texas.
- b. Confidentiality. NH shall take all reasonable efforts to maintain the confidentiality of all of the Company's confidential or proprietary business information.
- c. Business Records. The Company's business records, books of account, limited liability company records and other proprietary files shall remain at all times the property of the Company, and the Company and its Members shall have full access to all such records and files at all times.
- d. No Assignment. This Agreement and the Parties' respective rights, duties, obligations and entitlements arising hereunder, shall not be assigned except pursuant to a written agreement signed by the Company and NH.
- e. Authorization. The Company and NH represent and warrant, one to another, that the execution of this Agreement by their undersigned representative and the performance of all obligations arising hereunder have been duly authorized by all necessary corporate actions.
- f. No Third-Party Beneficiaries. There are no third parties intended to be beneficiaries of any obligation or right assumed by NH or the Company under this Agreement.
- g. HIPAA. NH and the Company have executed a business associate agreement attached hereto as Exhibit A.

[Signature Page to Follow]

SIGNED to be effective as of the Effective Date:

“NH:” NEIGHBORS HEALTH, LLC

By: _____

Setul Patel
President and Chief Executive Officer

“THE COMPANY:” NEIGHBORS TELEHEALTH, LLC

By: _____

Rajan Popat
Executive Medical Director

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this "Agreement") is entered into between Neighbors Telehealth, LLC, a Texas limited liability company ("Covered Entity"), and Neighbors Health, LLC, a Texas limited liability company ("Business Associate"), to be effective as of the 31st day of March, 2017 ("Effective Date").

WHEREAS, the Covered Entity is a covered entity, as such term is defined under HIPAA, and as such is required to comply with the requirements thereof regarding the confidentiality and privacy of Protected Health Information;

WHEREAS, Business Associate has entered into an agreement with Covered Entity pursuant to which Business Associate will provide Covered Entity with administrative support; and

WHEREAS, by providing the administrative support, Business Associate shall become a business associate of Covered Entity.

NOW, THEREFORE, the Covered Entity and Business Associate, for good and valuable consideration, the receipt and sufficiency of which are duly acknowledge, agree as follows:

1. Definitions (alternative approaches)

- a. Catch-all definition. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.
- b. Business Associate. "Business Associate" shall mean Neighbors Health, LLC.
- c. Covered Entity. "Covered Entity" shall have the meaning set forth in the introductory paragraph above.
- d. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- e. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- f. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- g. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.

- h. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

2. Obligations and Activities of Business Associate

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access within five (5) business days of a written request by Covered Entity to Protected Health Information in a Designated Record Set, if any, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524.
- g. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set, if any, that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 within five (5) business days of a written request by Covered Entity.
- h. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity within five (5) business days of a written request by Covered Entity, for purposes of determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528. In the event of a disclosure, Business Associate shall provide Covered Entity with the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person; (iii) a brief description of

the Protected Health Information disclosed; and (iv) a brief statement of the purpose of such disclosure.

- j. Business Associate agrees to provide to Covered Entity or an Individual, within two (2) business days of a written request by Covered Entity, information collected in accordance with Section 2i of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

3. Permitted Uses and Disclosures by Business Associate

- a. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- b. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).
- d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with § 164.502(j)(1).

4. Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with

45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

5. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

6. Term and Termination

- a. Term. The Term of this Agreement shall be effective as of the date set forth above and shall terminate upon the termination or expiration of the Administrative Services Agreement and when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - i. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within ten (10) business days of Business Associate's receipt of notice from Covered Entity of the breach;
 - ii. Immediately terminate this Agreement and the Administrative Services Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
 - iii. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- c. Effect of Termination.
 - i. Except as provided in Paragraph b of this Section 6, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - ii. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. In any

such event, Business Associate shall immediately extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

7. Miscellaneous

- a. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- c. Survival. The respective rights and obligations of Business Associate under Section 6c of this Agreement shall survive the termination of this Agreement.
- d. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

[Signature Page to Follow]

SIGNED to be effective as of the Effective Date:

NEIGHBORS HEALTH, LLC, Business Associate

By: _____

Setul Patel

President and Chief Executive Officer

“THE COMPANY:” NEIGHBORS TELEHEALTH, LLC

By: _____

Rajan Popat

Executive Medical Director

Exhibit 16

RECIPROCAL SERVICES AGREEMENT

This Reciprocal Services Agreement is entered into to be effective as of the 22d Day of May, 2017, between Neighbors Health, LLC (together with its affiliates and subsidiary companies, referred to as “Neighbors”) and Neighbors Telehealth, LLC (“NTH”).

Recitals:

WHEREAS, NTH is the developer and owner of certain innovative software products designed to enable internet based patient/physician encounters, and previously entered into a License Agreement with Neighbors pursuant to which Neighbors was granted a license to use the NTH software for specific purposes;

WHEREAS, Neighbors and NTH desire to work collaboratively to maximize the effectiveness of the NTH software as utilized by Neighbors in its clinical facilities and to provide NTH with limited administrative business support.

WHEREAS, this Agreement is intended to outline the services that NTH and Neighbors agree to provide to one another, and the terms under which such services shall be provided.

1. Term

This Agreement shall become effective on the Effective Date, and shall continue until (i) it is canceled in writing by either party, on thirty days written notice to the non-canceling party; or (ii) it is canceled by the written agreement of both parties. Upon the cancellation of this Agreement by either party, or both parties, each of Neighbors and NTH shall complete all pending services that remain outstanding and incomplete as of the effective date of termination. Additionally, on the effective date of cancellation, all amount owed by one party to another as reimbursement shall be paid in full.

2. Neighbors' Services

Neighbors agrees to provide to NTH the services and support set forth on Exhibit “A,” on the terms set forth therein (the “Neighbors Services”).

3. NTH Services

NTH agrees to provide to Neighbors the services and support set forth on Exhibit “B,” on the terms set forth therein (the “NTH Services”).

4. Relationship of the Parties/Indemnification

The parties acknowledge that Neighbors owns 1% of the Common Stock of NTH. The parties further acknowledge that NTH has received a license to use the “Neighbors” trade name, and in consideration thereof has given Neighbors an irrevocable, royalty free license to utilize NTH’s software products. Except for the relationships just described, there exists no relationship of

partnership, joint venture or other affiliation between the parties. Accordingly, each of NTH and Neighbors agrees that it shall indemnify the opposite party, together with the opposite party's officers, directors, managers, members, shareholders and affiliates, and hold the same harmless from, any claims or liabilities arising as a result of the indemnifying party's separate and independent business activities. Excluded from the foregoing indemnification, however, shall be all claims and liabilities arising as a result of a breach of this Agreement, and claims arising from the direct and sole negligence of the indemnifying party.

4. Miscellaneous

The parties further agree that:

- a. The interpretation and enforcement of the terms of this Agreement shall be governed by the internal laws of the State of Texas.
- b. The execution and performance of this Agreement by the undersigned representatives of the parties have been duly authorized by all necessary corporate action.
- c. This Agreement shall not be modified or otherwise amended except in a written agreement signed by both parties.

SIGNED this 22d day of May, 2017.

NEIGHBORS HEALTH, LLC

By: _____
Bruce W. McVeigh
Chief Operating Officer

NEIGHBORS TELEHEALTH, LLC

By: _____
Sam Alam
Executive Director

EXHIBIT "A:" THE NEIGHBORS SERVICES

Neighbors agrees that it shall provide the following services and administrative support to NTH:

1. Office Space: up to ___ offices and associated staff space on the first floor at 10800 Richmond, Houston, Texas 77042. This office space shall be provided rent free, with all utilities paid, and with working telephone, fax and internet service. NTH shall be responsible for reimbursing Neighbors for overtime HVAC charges and for repairs necessitated by any action of NTH and its personnel. Neighbors shall have no obligation to provide any additional office or work space to NTH over and above the foregoing ___ offices and associated staff space.
2. IT: Neighbors' IT staff shall (i) assist NTH in the procurement of IT equipment required by NTH, which shall be procured at NTH's sole cost, and (ii) the installation of such equipment. NTH shall reimburse Neighbors for any equipment order within ___ business days of presentation of an invoice by Neighbors.
3. Legal services from the Neighbors Legal Department, as may be required by NTH from time to time.
4. Personnel onboarding services from the Neighbors HR Department.
5. The following financial and accounting services:
 - a. Credit Card. Any charges will be reimbursed by NTH monthly.
 - b. Payroll.
 - c. Accounts payable services and checking. Any expenditures will be reimbursed by NTH monthly.
 - d. Basic checking account, payable and receivable bookkeeping.
 - e. Participation by NTH personnel in the Neighbors health insurance, dental and similar benefit plans.
6. Marketing support:
 - a. Logo design and trademark registration.
 - b. Graphic design services as may be requested from time to time.
 - c. Coordination with and supervision of Spry Creative on selected projects. NTH to be billed directly to NTH by Spry.

- d. Provision for marketing handout and promotional articles. NTH will pay the production expenses for all such material, and will reimburse Neighbors within ____ business days of presentation of an invoice by Neighbors.
- e. Production of handouts needed for patients. NTH will pay the production expenses for such material, and will reimburse Neighbors within ____ business days of presentation of an invoice by Neighbors.
- f. Representation by Neighbors' marketing liaisons.
- g. Web site design and maintenance. All third party expenses associated with these services will be paid by NTH, and NTH will reimburse Neighbors within ____ business days of presentation of an invoice by Neighbors.
- h. Participation in the Neighbors malpractice insurance program for all physicians credentialed by NTH Physician Group. Nth shall be responsible with any extra premium associated with coverage for members of the NTH Physician Group.
- i. Coverage as an additional insured under the Neighbors liability insurance program.
- j. Investor relations services, including evaluation of accredited investor questionnaires and issuance of share certificates.
- k. Credentialing services for physicians, including specialists to be credentialed to consult with Neighbors' patients.
- l. Coordination of technical requirements for NTH to go live in Neighbors' emergency centers.

The Neighbors Services will be evaluated by the parties on a monthly basis and the expense and administrative burden of delivering same will be monitored on an ongoing basis by the parties. Neighbors shall have the right to terminate this Agreement, and to terminate the delivery of any of the Neighbors Services, pursuant to Section 1 of this Agreement.

EXHIBIT "B:" THE NTH SERVICES

NTH agrees that it shall provide the following services and support to Neighbors:

1. Brand support and expansion. NTH will coordinate all marketing activities to compliment Neighbors' advertising and marketing programs.
2. Service and support for all Neighbors' facilities that deploy the NTH software.
3. Coordination and credentialing of all licensed specialists who agree to consult with Neighbors' patients.
4. NTH will utilize Neighbors' physicians exclusively for all patient encounters coordinate through NTH School Telehealth programs.
5. NTH will coordinate patient referrals to Neighbors by consulting specialists credentialed by NTH.
6. Coordination of all regulatory compliance activities necessary for telemedicine consultation by any Neighbors' physician.

Exhibit 17



Sam Alam <samalam2@gmail.com>

(no subject)

2 messages

Sam Alam <samalam2@gmail.com>

Fri, Sep 7, 2018 at 8:42 AM

To: Scott Davenport <scottd@davenport-law.com>

Scott: Good Morning

Did you respond to the Motion to Reject Administrative Services Agreement and can you tell me what happened at the hearing? Thanks, Sam

Scott Davenport <scottd@davenport-law.com>

Fri, Sep 7, 2018 at 8:59 AM

To: Sam Alam <samalam2@gmail.com>

Cc: Scott Davenport <scottd@davenport-law.com>

Mr. ALam- I am not representing NTH in the BR proceedings. That is beyond the scope of my representation.

Scott



Houston (Principal Office): 2009 Lubbock Street, Houston, TX 77007

713-963-4898 / 713-963-4899 (fax)

North Texas Office

(by appointment only): 215 West Oak Street, Suite 300, Denton, TX 76201

940-229-5050 / 713-963-4899 (f)

Toll Free: 1-855-DLF-LAW1 (855-353-5291)

www.davenport-law.com



American Board
of Trial Advocates

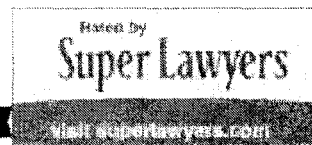


Exhibit 18

From: Rajan U. Popat <rpopat@neighborshealth.com>
Sent: Monday, April 23, 2018 11:17 AM
To: Tom Gruenert <tgruenert@gruenertlawgroup.com>; spatel@girishcapital.com
Subject: Re: NTH agreements

Thanks

Raj



Rajan U. Popat, MD
Executive Medical Director, Telehealth

address 5835 Hwy 6 N Houston, TX 77084
office 281.861.0937 | fax 281.861.0938
NEC24.COM

From: Tom Gruenert <tgruenert@gruenertlawgroup.com>
Sent: Monday, April 23, 2018 11:16:32 AM
To: Rajan U. Popat; Setul G. Patel
Subject: RE: NTH agreements

Termination of any officer or governing board member requires unanimous consent.

From: Rajan U. Popat <rpopat@neighborshealth.com>
Sent: Monday, April 23, 2018 11:14 AM
To: Setul G. Patel <spatel@neighborshealth.com>; Tom Gruenert <tgruenert@gruenertlawgroup.com>
Subject: NTH agreements

Gentlemen,

Please see the agreements we discussed

Sam Alam, Executive Director

From: Scott Davenport <scottd@davenport-law.com>
Sent: Tuesday, August 14, 2018 10:14 AM
To: Tom Gruenert
Cc: Rajan U. Popat; spatel@girishcapital.com
Subject: Re: Meeting

He has not done anything to breach the employment agreement yet . The agreement is favorable to him not the company.

Scott J. Davenport, J.D. & M.B.A.
Davenport Law Firm, PC
www.davenport-law.com
(iPhone)

On Aug 14, 2018, at 10:04 AM, Tom Gruenert <tgruenert@gruenertlawgroup.com> wrote:

So now we're sponsoring a meeting to give Sam a platform to present his 28 pages of claims and 37 exhibits to our investors? This is ridiculous. I am not going to participate. I don't understand why the lawsuit we've been talking about filing against Sam hasn't been filed. What did I miss between Scott's email stating that he as working on it and today? TGG



Thomas G. Gruenert
GRUENERT LAW GROUP
P.O. Box 1279
Manvel, Texas 77578
713-503-6963

From: Sam Alam <samalam2@gmail.com>
Sent: Tuesday, August 14, 2018 10:00 AM
To: Rajan U. Popat <rpopat@neighborshealth.com>
Cc: Aiman Shokr <AShokr@neighborshealth.com>; R.Joe Ybarra <rjybarra5@gmail.com>; khadim hussain <kh_vision2010@yahoo.com>; Manohar Alloju <malloju@neighborshealth.com>; Ali Osman <aosman@neighborshealth.com>; spatel@girishcapital.com; Tom Gruenert <tgruenert@gruenertlawgroup.com>
Subject: Re: Meeting

Gentlemen: I see no reason to respond to the packet Dr. Popat has sent out. The only thing I'd say is that I also have evidence (28 pages of claims and 37 exhibits). Because, I have my "life savings and 6 years of time" into this enterprise - I want it to succeed. See you on Saturday, August 18, 2018.

As Chairman of the Board, I make a motion to reimburse airfare for shareholders that are coming from out of town to attend the August 14, 2018 meeting. Raj/Setul, let's vote on it on the day.

Regards, Sam

Exhibit 19

Business in the Pipeline

Sam Alam <sam@drisonline.com>

Tue 7/19/2016 1:43 PM

Sent Items

To: rupopat@nec24.com <rupopat@nec24.com>;

Raj: with regard to our pipeline of business, we have the following leads under review with better than 50% chance of on-boarding in the next 6 months. Revenue from domestic companies range from \$6 to \$8 dollar/click, and international from \$1 to \$3/click:

1. UCMC urgent clinics; currently using Drisonline's Ask a Doctor and Follow up Platform
2. Admera Health, a Pharmacogenomics company, New Jersey; wants a Private Label Portal in 17 States for DNA type testing
3. Psymed Health, a Bariatric Psych Assessment company, Houston; wants a Private Label for 2 clinics in Dallas
4. Dr. Payman Arabzadeh, considering a community platform for www.woodlandphysicians.com
5. Dr. Lynn Gibbs, considering a community platform for www.KatyPhysicians.com
6. Austin Regional Clinic, Austin; Private Label Portal for Concierge program
7. Bioscience-sa, Saudi based company seeking an exclusive arrangement for marketing Drisonline into Saudi Arabia
8. AfyaArabia, Kuwait, considering a JV for Kuwait, Saudi Arabia, and UAE

Sam Alam

Exhibit 20

Sam Alam
POB 295
Bellaire, Texas 77401
Samalam2@gmail.com
713-385-7979

July 19, 2018

Dr. Setul Patel
3 Rivercrest
Houston, Texas 77042

CMRRR: 7016356000082347718

Dr. Rajan Popat
1010 Reinhart
Sugarland, Texas 77479

CMRRR: 7016356000082347725

Ms. Ekta Popat
1010 Reinhart
Sugarland, Texas 77479

CMRRR: 7016356000082347732

Dr. Setul Patel
Girish Capital
11150 Broadway, Suite 150
Pearland, Texas 77584

CMRRR: 7016356000082347749

Dear Drs Patel and Popat and Mrs. Ekta Popat

I am in receipt of your Notice of Board Meeting scheduled for July 27, 2018. All previous emails sent to Setul Patel, Raj Popat and Tom Gruenert are essential to the following response:

1. I have told Dr. Setul Patel repeatedly that he has NO jurisdiction and/or the standing at Neighbors Telehealth, LLC (NTH). Dr. Patel "voluntarily" resigned from NTH Board in April 2018 and as Chairman of the Board I accepted his resignation. It is a matter of record. At present, Raj Popat and I are the only two Board of Managers at Neighbors Telehealth, LLC. The only way Dr. Patel can be reinstated as member of the Board is, if both, Raj Popat and I re-elect him to the Board - until such time Dr. Patel has NO official power at Neighbors Telehealth, LLC.
2. I have also informed Drs. Setul Patel and Raj Popat that Mr. Tom Gruenert was removed as Counsel for Neighbors Telehealth, LLC in April 2018. Subsequently thereafter Dr. Setul Patel and Raj Popat acknowledged in an email to me that Tom Gruenert was in fact terminated as counsel for Neighbors Telehealth, LLC. On June 27, 2018, Mr. Tom Gruenert also acknowledged his termination. Furthermore, Dr. Patel's email of July 11, 2018 stating that Mr.

Page 2, Setul Patel, et al.

Gruenert was also his personal lawyer and has represented him for 10 years affirms overwhelmingly why Tom Gruenert cannot serve as counsel for NTH. The attorney for NTH should and MUST represent the interest of the Company and NOT the personal interests of Drs. Patel and Popat. A cease and desist letter has been sent to Mr. Tom Gruenert via certified mail return receipt requested.

3. Since your Notice of Board Meeting has threatened to seek Temporary Restraining Order and Court of Action against me - which requires the posting of \$50,000 dollars Bond and associated legal fees, please know, Drs. Setul Patel, Rajan Popat and Ekta Popat have NO authority to use NTH Bank Account (shareholders money) to further their personal interest. Any action taken by Dr. Setul Patel, Raj Popat, and Ekta Popat would be illegal.

4. The July 27, 2018 Board meeting is also illegal because Neighbors Health, LLC is a bankrupt entity. The bankruptcy gives rise to my claim for fraud, fraudulent inducement, misrepresentation, and breach of contract against Dr. Setul Patel, Rajan Popat, Ekta Popat, and Girish Capital.

On a personal note – Setul and Raj, your demands and actions are likely to shut-down Neighbors Telehealth, LLC permanently. If that happens, I will sue each and every one of you, both in State and Federal Court because Girish Capital is governed under the SEC regulations and my very first contact with Setul Patel was through Girish Capital. My suggestion is to call for a Special Shareholders Meeting on August 6, 2018 and let all shareholders decide the ultimate fate of Neighbors Telehealth.

Regards,

Sam Alam
SA/

cc: File

Exhibit 21

Your Resignation

Sam Alam

Reply all

Fri 4/27, 4:26 PM

setul.patel@gmail.com;

Rajan U. Popat

Setul: Good Morning

On behalf of Neighbors Telehealth, LLC, please know that your resignation as Member of the Board of Director for Neighbors Telehealth, LLC has been accepted effective April 24, 2018 and minutes of the meeting dated April 24, 2018 will reflect as such.

Since we are forming an Advisory Board would you be interested in serving as an adviser? Please let me know at your first available convenience.

Regards, Sam

A

Neighbors Telehealth, LLC
10800 Richmond Avenue
Houston, Texas 77042
salam@neighborshealth.com

Date: April 27, 2018
Minutes of the Meeting
Chairperson: Sam Alam, Chairman of the Board
In Attendance: Raj Popat, Setul Patel, Sam Alam

Status:

On April 24, 2018 during a Member Managers Meeting held at Starbucks next to Neighbors ER in Bellaire, Texas Dr. Setul Patel resigned from the Board of Managers of Neighbors Telehealth, LLC. He then got up and left the meeting leaving Raj Popat and I alone to continue with the meeting.

On April 27, 2018 Sam Alam, as Chairman of the Board formally accepted Dr. Setul Patel's resignation and stated in an email that his resignation was final and that the same would be reflected in Minutes of the Meeting.

The email is attached.

(B)

Exhibit 22

📧 Reply all | ▼ 🗑 Delete Junk | ▼ ...

RE: Investor Conference

RG

Tom Gruenert <tgruenert@gruenertlawgroup.com>

📧 Reply all | ▼

Wed 6/27 10:05 AM


'spatel@girishcapital.com'; Rajan U. Popat; Sam Alam ✕

Index

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To always show content from this sender, click here.

To make sure of "this."

 <http://uberindustries.net/sconet/GLG/sigImage.png>

THOMAS G. GRUENERT

ATTORNEY

9621 Live Oak Court,

Manvel, TX, 77578

T 281.997.2740 C 713.503.6963

tgruenert@GruenertLawGroup.com This e-mail and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. This communication may contain material protected by the attorney-client privilege. If you are not the intended recipient or the person responsible for delivering the e-mail to the intended recipient, be advised that you have received this e-mail in error and that any use, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited. If you have received this e-mail in error, please notify the sender immediately.

From: Tom Gruenert

Sent: Wednesday, June 27, 2018 10:05 AM

To: spatel@girishcapital.com; Rajan U. Popat <rpopat@neighborshealth.com>; Sam Alam <salam@neighborshealth.com>

Subject: Investor Conference


I

Sam, Raj, Setul,

My representation of NTH was terminated on April 23, 2018. Shortly after that, Setul advised that the termination would be rescinded but I have not seen anything in writing from Sam or Raj confirming that.

Relying on Setul's representation, I invoiced the monthly retainer amount in May and June. Neither invoice has been paid, so I am assuming that we are at the default setting, i.e. the termination of 4.23 remains effective.

My name and the name of my firm are not to be incorporated in any written material distributed at your investor conference. I will rely on you three to make sure of this

 <http://uberindustries.net/sconet/GLG/sigImage.png>

THOMAS G. GRUENERT

ATTORNEY

9621 Live Oak Court,

Sam Alam, Executive Director

From: Tom Gruenert <tgruenert@gruenertlawgroup.com>
Sent: Monday, June 25, 2018 3:14 PM
To: Rajan U. Popat
Cc: spatel@girishcapital.com
Subject: RE: Sam Alam - Summary of April Events

Guys,

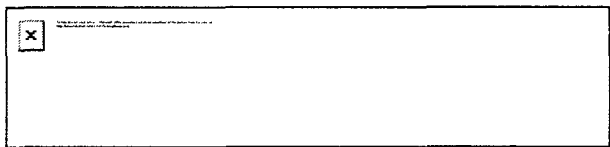
I went back through my Inbox going back to 4/23, the date of the Great Meltdown. I have not seen anything countermanding or withdrawing Sam's termination of my firm as counsel to NTH, which I guess explains why the last two months' invoices haven't been paid.

I also see email from Sam "accepting" Setul's resignation from the board of managers, but I have not seen anything from Setul offering said resignation.

Before settling on your path forward, we ought to reach common understanding regarding who is on the Board of Managers at the present time.

I will operate, as I think I must be governed by the written directives from Sam, on the assumption that I no longer represent the company.

On or off, my representation always was the representation of the company, not the individuals. I would not consider myself conflicted from taking action adverse to one of the individual shareholders.



THOMAS G. GRUENERT

ATTORNEY

9621 Live Oak Court,

Manvel, TX, 77578

T 281.997.2740 C 713.503.6963

tgruenert@GruenertLawGroup.com This e-mail and any files transmitted with it may be confidential, privileged, or otherwise subject to the attorney-client privilege. If you are not the intended recipient or the person may be harmed by disclosure of the information, please do not print, copy, retransmit, or otherwise use the information. If you have received this e-mail in error and that you are in possession, forwarding, printing, or otherwise using the information, please notify the sender immediately.

From: Tom Gruenert
Sent: Monday, June 25, 2018 9:26 AM
To: Rajan U. Popat <rpopat@neighborshealth.com>
Cc: spatel@girishcapital.com
Subject: Re: Sam Alam - Summary of April Events

Again, we may need to have recourse to a consultant to figure that stuff out.

Thomas G. Gruenert
Gruenert Law Group
P O Box 1279

Exhibit 23

File Message Help Tell me what you want to do


Fri 10/12/2018 12:02 AM



Rajan U. Popat <rpopat@neighborshealth.com>

Re: Dr First Rx Code Payment

To: Scott Davenport; 'Setul Patel'

 Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Scott,

- 1) As far as I know, we are waiting for the suit to be formally dropped before reengaging with Sam.
- 2) I find it interesting that he insist that we pay an invoice on behalf of his old company (Dr. Is Online), a company that Neighbors Telehealth is supposed to own. It is also interesting because he has yet to transfer Dr. Is Online technical assets to Neighbors Telehealth but still wants Neighbors Telehealth to pay its invoices.
- 3) There are about 7 other recurring charges from other 3rd party applications that were previously being paid by Neighbors Telehealth that, as of yesterday, no longer have a payment method on file. He will be getting emails soon that show that these all require some payment to continue the subscriptions.
- 4) The dilemma is that the only real asset that NTH has is the software. To maintain its value to the company and shareholders, the right answer is to pay the invoice he is requesting, HOWEVER, if we want to expedite the dropping of the suit and restart dialogue, then refusing to pay it will be the best option.

What do you guys think?

Raj

From: Scott Davenport <scott@davenport-law.com>
Sent: Thursday, October 11, 2018 11:02 AM

Re: Sam Alam - Message (HTML)

File Message Help Tell me what you want to do

Fri 10/19/2018 3:09 AM

Rajan U. Popat <rpopat@neighborshealth.com>

Re: Sam Alam

To Scott Davenport, 'Serul Patel'

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

On Fri, Oct 5, 2018 at 1:42 PM Scott Davenport <scottd@davenport-law.com> wrote:

Eric-

Wanted to touch base. NTH received an email from Sam with this nonsuit attached. Apparently one of the other shareholders is trying to work out a settlement. Where are we on this?

Scott

Scott J. Davenport, J.D. & M.B.A.

Houston (Principal Office): 2009 Lubbock Street, Houston, TX 77007
713-963-4898 / 713-963-4899 (fax)

North Texas Office
(By appointment only): 215 West Oak Street, Suite 300, Denton, TX 76201
940-229-5050 / 713-963-4899 (f)

Toll Free: 1-855-DIF-LAW1 (855-353-5291)
www.davenport-law.com

Personal Injury Trial Law

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5/16/2019

Gmail - Transition

[Quoted text hidden]

Sam Alam <samalam2@gmail.com>
To: sam <SAM@drisonline.com>

Fri, Jan 4, 2019 at 8:01 AM

Sam

I am NOT ready to turn the bank accounts as well as online access over to you. I believe this is my 3rd email regarding this matter. I have copied Ringo, our small business banker as well.

Raj



Sam Alam <samalam2@gmail.com>

NTH Bank account

2 messages

Fryar, Eric <eric@fryarlawfirm.com>

To: Scott Davenport <scottd@davenport-law.com>

Bcc: samalam2@gmail.com

Tue, Dec 18, 2018 at 3:52 PM

My client still doesn't have access to the bank account, which should have a balance of \$70,000. Please inform Popat and Patel that they need to transfer that account or close the account and pay the money immediately or we will sue for breach of the settlement agreement.

FRYAR & LAW FIRM P.C.

ERIC FRYAR

FRYAR LAW FIRM PC

912 Prairie STE 100

Houston, Texas 77002

Tel. 281-715-6396

FAX 281-605-1888

eric@fryarlawfirm.com

www.shareholderoppression.com

Fryar, Eric <eric@fryarlawfirm.com>

To: Sam Alam <samalam2@gmail.com>

Thu, Dec 20, 2018 at 9:25 AM

FYI

FRYAR & LAW FIRM P.C.

ERIC FRYAR

FRYAR LAW FIRM PC

912 Prairie STE 100

Houston, Texas 77002

Tel. 281-715-6396

FAX 281-605-1888

eric@fryarlawfirm.com

www.shareholderoppression.com

----- Forwarded message -----

From: **Scott Davenport** <scottd@davenport-law.com>

Date: Thu, Dec 20, 2018 at 9:16 AM

CAUSE NO. 201855465

ALAM, SAM	§	IN THE 151TH
	§	
Plaintiff,	§	
VS.	§	JUDICIAL DISTRICT COURT
	§	
PATEL, SETUL (MD)	§	
Defendant.	§	OF HARRIS COUNTY, TEXAS

AFFIDAVIT IN SUPPORT OF SUBSTITUTE SERVICE

On this day personally appeared Christine Katsouros who, being by me duly sworn, deposed and said:

"The following came to hand on Sep 4, 2018, 5:00 pm,

CITATION, PLAINTIFF'S ORIGINAL PETITION,

For delivery to GIRISH CAPITAL LLC ITS REGISTERED AGENT SETUL G PATEL

1) **Unsuccessful Attempt: Sep 5, 2018, 6:18 pm CDT at 3 RIVERCREST , HOUSTON, TX 77042**

The address in the Citation was not correct.

A new possible address was developed at 3 W. RIVERCREST, HOUSTON, TX 77042.

Harris County Appraisal District indicated the residence is Homesteaded and its owned by the **REGISTERED AGENT PATEL SETUL G & SEJAL P** from 2014.

2) **Unsuccessful Attempt: Sep 5, 2018, 6:20 pm CDT at 3 W Rivercrest Dr, Houston, TX 77042**

The location was a multi Million dollars house. It was gated and no access to the front door. A security guard office it was observed on the left side of the property. It was Vacant. A call box in the front of the gated door. The box had the word "WRONG" displayed. No doorbell. I observed three vehicles deep parked inside the property. I couldn't see the license plates. I left a business card in the call box.

3) **Unsuccessful Attempt: Sep 8, 2018, 10:38 am CDT at 3 W Rivercrest Dr, Houston, TX 77042**

The gated doors were closed. The same vehicles were observed inside the residence. I left another business card in the call box.

4) **Unsuccessful Attempt: Sep 13, 2018, 3:55 pm CDT at 3 RIVERCREST , HOUSTON, TX 77042**

Contact was made with Registered's Agent's Setul Patel's mother. She confirmed the defendant resides at the residences. He was not home. I left my business card with her.

5) **Unsuccessful Attempt: Sep 22, 2018, 8:00 pm CDT at 3 W Rivercrest Dr, Houston, TX 77042**

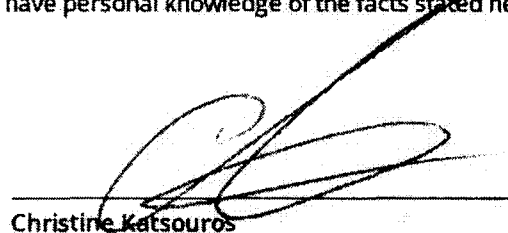
There was no answer. I observed lights inside the residence. I left another business card in the door.

As of the date of this Affidavit, no contact has been received from the defendant, **REGISTERED AGENT SETUL PATEL.**

I have made diligent efforts to deliver said papers to **GIRISH CAPITAL LLC ITS REGISTERED AGENT SETUL G PATEL** . I have made numerous attempts at their residence address as described above and have posted my information to the front door of their residence. I believe an efficient way to effect service is by leaving a copy with anyone over 16 years of age or by securely attaching the Citation, with Plaintiff's Original Petition attached, with tape to the front door of **GIRISH CAPITAL LLC ITS REGISTERED AGENT SETUL G PATEL** 's residence, where it is sure to be seen by someone at the


residence, or in any other manner the affidavit or evidence before the court shows will be reasonably effective to give the defendant notice of the suit.

I am a person over eighteen (18) years of age and I am competent to make this affidavit. I am a resident of the State of Texas. I am familiar with the Texas Rules of Civil Procedure as they apply to service of Process. I am not a party to this suit nor related or affiliated with any herein, and have no interest in the outcome of the suit. I have never been convicted of a felony or of a misdemeanor involving moral turpitude. I have personal knowledge of the facts stated herein and they are true and correct."


Christine Katsouros
PSC 11196 EXP 12/31/2019

BEFORE ME, a Notary Public, on this day personally appeared Christine Katsouros, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are within his or her personal knowledge and are true and correct.

SUBSCRIBED AND SWORN TO ME ON October 1, 2018


Notary Public, State of Texas

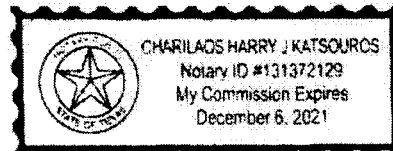


Exhibit 24

Sam Alam, Executive Director

From: Rajan U. Popat <rpopat@neighborshealth.com>
Sent: Monday, August 6, 2018 8:28 AM
To: Tom Gruenert; Scott Davenport
Cc: spatel@girishcapital.com
Subject: Fwd: Call summary

All

I had a call with my employees yesterday. Please see a summary of what I said. Sam doesn't know that we have ceased operations. Should I forward this to him or wait until he breaches his employment agreement this week before communicating anything more.

Thanks.

Get [Outlook for iOS](#)

From: Rajan U. Popat <rpopat@neighborshealth.com>
Sent: Sunday, August 5, 2018 4:03 PM
To: Ekta Popat, MBA; Raj Kiran Reddy Gunna; Naveen Papagari; Juan Urrea; Kiran Ahmed; Virginia C. Zuniga; Hector Ramos; Luis Aguilar; Shana O'Roark
Cc: Richard Ybarra
Subject: Call summary

All,

Thank you for taking the time on your Sunday for the phone call. To summarize the call:

- 1) We are ceasing all operations indefinitely without pay effective August 6th, 2018. For time you have already worked (August 3rd and prior), you will be compensated normally. We will have more direction on the future of the company after the board meeting later this month.
- 2) I may reach out to some of you individually for specific, compensated tasks.
- 3) Any matters regarding PTO, benefits will be discussed with Neighbors Health/EDMG this coming week. We will let you know what the outcomes of those discussions are.
- 4) If a client or vendor reaches out to you then please refer them to me.

Exhibit 25

one thing we should not forget is that NTPG (the telehealth staffing company) is vital to the company operation. Sam was so desperate to sign a deal a few years ago because he needed the doctors to provide clinical services, without the doctors he is just another software company. He knows and repeatedly says that NTPG is where the money is. He is right. However NTPG is a wholly owned subsidiary of NTH. If NTPG (owned by me and Setul) and NTH were to divorce then there is still a huge upside in market potential for NTPG clinicians to provide clinical services using another software company. So my question to you both is that can NTPG become an independent company without Sams approval? If so we should strongly consider that as an option. We can try to take our investors with us too.

Rai

Get Outlook for iOS

Exhibit 26

Important

Inbox x



Sam Alam <samalam2@gmail.com>

Ap
r
23

to rajupopat. tgruner

Tom:

Because of recent major issues by and amongst a few of us, I am demanding that you DO NOT communicate or render any advice without my knowledge and presence. If you have advised anyone (individuals and/or a company with reference to Sam (Sohail) Alam's and/or Neighbors Telehealth, LLC between April 19, 2018 and to date) I demand that you inform me fully and completely.

In an abundance of caution you are hereby discharged as counsel for Neighbors Telehealth, LLC

Having said that. I am very reasonable and will AGREE for a meeting for all of us (Tom, Setul, Raj and I) to get together and discuss the resolution, if any. I am at home at 5011 Darnell to meet.

I would encourage Setul Patel to NOT flex his muscle seeming too big or too important to meet. The resulting consequences in terms of financial ruin, and credibility - as I see it are very very grave for all of us. **I will swear on my fathers and mothers dead body and their grave that I will spend rest of what I have in the savings account to litigate this matter to the fullest extent.**

I am requesting an immediate response to my request. If not, consider this to be my last correspondence.

Regards, Sam

Sam Alam
POB 295
Bellaire, Texas 77401
Samalam2@gmail.com

July 16, 2018

Mr. Thomas G. Gruenert
Gruenert Law Group
9621 Live Oak Court
Manvel, Texas 77578

(F)

Ref: Illegal Transfer of Money

CMRRR: 70172400000050214760

Dear Mr. Gruenert:

In review of the many agreements I entered into at the time of selling Drisonline.com, Inc, I noticed that \$170,000 dollars are missing from my equity account. Can you please let me know at your first available convenience as to what happened to my money. I have also noticed that you seem to have invested \$16,000 dollars to purchase 1% of equity in Neighbors Telehealth, LLC, but I don't see any deposit or copy of your check for the purchase of such equities.

Please use the above referenced address for future correspondence. Emails will not be accepted as a form of correspondence from you.

Sincerely,

Sam Alam
SA/

cc: File

Sam Alam
POB 295
Bellaire, Texas 77401
Samalam2@gmail.com

July 18, 2018

Mr. Thomas G. Gruenert
Gruenert Law Group
9621 Live Oak Court
Manvel, Texas 77578

Ref: Neighbors Telehealth, LLC

CMRRR: 70172400000050214753

Dear Mr. Gruenert:

This CEASE AND DESIST letter is to inform you that your persistent actions, including but not limited to conspiracy to defraud me and the shareholders of Neighbors Telehealth, LLC by presenting yourself as the Company's counsel when there is ample record that you were terminated in April 2018, is against the law, including the Texas Disciplinary Rules of Professional Conduct. There is evidence of your own acknowledgement of your termination. There is also evidence from Dr. Setul Patel's email admitting that you have been terminated.

You are being ORDERED TO STOP such activities immediately. I will pursue all legal remedies available to me against you if these activities continue. These remedies include but are not limited to: contacting law enforcement to obtain sanctions against you and suing you civilly for damages and informing the State Bar of Texas of your egregious conduct.

Again, you must IMMEDIATELY STOP inserting yourself as a lawyer seeking to destroy companies and individuals just because you are friends with Dr. Setul Patel, Dr. Raj Popat and Mrs. Ekta Popat. This letter shall serve as your final warning to discontinue this unwanted conduct before I pursue legal actions against you.

Please use the above referenced address for future correspondence. We will NOT accept emails as a form of correspondence from you.

Sincerely,

Sam Alam
SA/

cc: File

Exhibit 27

Sam Alam, Executive Director

From: Tom Gruenert <tgruenert@gruenertlawgroup.com>
Sent: Monday, October 22, 2018 1:34 PM
To: 'rupopat@neighborshealth.com'; 'spatel@girishcapital.com'
Subject: RE: Telemedicine

PS,

I see from the docket sheet in Crazy Sam's lawsuit that Setul and Girish have not filed an answer. None of my business, but is that on purpose? TGG



Thomas G. Gruenert
GRUENERT LAW GROUP
P.O. Box 1279
Manvel, Texas 77578
713-503-6963

From: Tom Gruenert
Sent: Monday, October 22, 2018 1:22 PM
To: 'rupopat@neighborshealth.com' <rupopat@neighborshealth.com>; spatel@girishcapital.com
Subject: Telemedicine

Raj, Setul,

I guess I pissed you off when I didn't think it was a good idea to bring Sam together with the investors. Haven't heard a word from either of you since then...except to forward the Sam lawsuit that was served on me.

Can we get caught up? I'd love to be of service, if I can, defending the Sam lawsuit. God knows I'm a good witness on the negotiations and documentation of the initial deal.

I'd also love to help with the go-forward telehealth 2.0 plan, if there is one.

Thanks. TGG



Thomas G. Gruenert
GRUENERT LAW GROUP
P.O. Box 1279
Manvel, Texas 77578
713-503-6963

Sam Alam, Executive Director

From: Tom Gruenert <tgruenert@gruenertlawgroup.com>
Sent: Monday, April 23, 2018 11:33 AM
To: 'Rajan U. Popat'; spatel@girishcapital.com
Subject: RE: NTH agreements

I keep hitting send too soon. Whether you say all that sort of depends on whether you think there is any chance of reconciliation. If you don't, I'd decline the invitation to meet and tell him that you're going to seek a TRO restraining him from contacting customers, investors or employees. TGG

From: Tom Gruenert
Sent: Monday, April 23, 2018 11:30 AM
To: Rajan U. Popat <rpopat@neighborshealth.com>; spatel@girishcapital.com
Subject: RE: NTH agreements

Remember, there are a bunch of other Major Decisions that Sam can't take without your consent.

If I were writing an email I would remind him of that. I'd tell him that his interference with customer portals constitutes a breach of his employment agreement and cause for termination.

From: Rajan U. Popat <rpopat@neighborshealth.com>
Sent: Monday, April 23, 2018 11:17 AM
To: Tom Gruenert <tgruenert@gruenertlawgroup.com>; spatel@girishcapital.com
Subject: Re: NTH agreements

Thanks

Raj



Rajan U. Popat, MD
Executive Medical Director, Telehealth

address 5835 Hwy 6 N Houston, TX 77084
office 281.861.0937 | fax 281.861.0938
NEC24.COM

From: Tom Gruenert <tgruenert@gruenertlawgroup.com>
Sent: Monday, April 23, 2018 11:16:32 AM
To: Rajan U. Popat; Setul G. Patel
Subject: RE: NTH agreements

Sam Alam, Executive Director

From: Tom Gruenert <tgruenert@gruenertlawgroup.com>
Sent: Monday, April 23, 2018 11:17 AM
To: Rajan U. Popat; Setul G. Patel
Subject: RE: NTH agreements

Termination of any officer or governing board member requires unanimous consent.

From: Rajan U. Popat <rpopat@neighborshealth.com>
Sent: Monday, April 23, 2018 11:14 AM
To: Setul G. Patel <spatel@neighborshealth.com>; Tom Gruenert <tgruenert@gruenertlawgroup.com>
Subject: NTH agreements

Gentlemen,

Please see the agreements we discussed

Raj



Rajan U. Popat, MD
Executive Medical Director, Telehealth

address 5835 Hwy 6 N Houston, TX 77084
office 281.861.0937 | fax 281.861.0938
NEC24.COM

Sam Alam, Executive Director

From: Setul Patel <spatel@girishcapital.com>
Sent: Monday, April 23, 2018 11:31 AM
To: Tom Gruenert
Cc: Rajan U. Popat
Subject: Re: NTH agreements

Thanks Tom -- the major decision thing is good. Also, we don't need to fire him....just change his scope. We can do that as the board with majority of board vote per his employment agreement.

Setul

Setul G. Patel, MD, MBA

Managing Director



832.377.8186



713.513.5797



11150 Broadway, Suite 100, Pearland, TX

77584



GirishCapital.com

On Mon, Apr 23, 2018 at 11:30 AM, Tom Gruenert <tgruenert@gruenertlawgroup.com> wrote:

Remember, there are a bunch of other Major Decisions that Sam can't take without your consent.

If I were writing an email I would remind him of that. I'd tell him that his interference with customer portals constitutes a breach of his employment agreement and cause for termination.

From: Rajan U. Popat <rpopat@neighborshealth.com>
Sent: Monday, April 23, 2018 11:17 AM
To: Tom Gruenert <tgruenert@gruenertlawgroup.com>; spatel@girishcapital.com
Subject: Re: NTH agreements

Sam Alam, Executive Director

From: Tom Gruenert <tgruenert@gruenertlawgroup.com>
Sent: Monday, April 23, 2018 11:34 AM
To: Setul Patel
Cc: Rajan U. Popat
Subject: RE: NTH agreements

Suggest you hire Paul Flack to mess with Sam. He's good at crazy shareholder disputes. TGG

From: Setul Patel <spatel@girishcapital.com>
Sent: Monday, April 23, 2018 11:31 AM
To: Tom Gruenert <tgruenert@gruenertlawgroup.com>
Cc: Rajan U. Popat <rpopat@neighborshealth.com>
Subject: Re: NTH agreements

Thanks Tom -- the major decision thing is good. Also, we don't need to fire him....just change his scope. We can do that as the board with majority of board vote per his employment agreement.

Setul

Setul G. Patel, MD, MBA
Managing Director



832.377.8186



713.513.5797



11150 Broadway, Suite 100, Pearland, TX
77584





GirishCapital.com

On Mon, Apr 23, 2018 at 11:30 AM, Tom Gruenert <tgruenert@gruenertlawgroup.com> wrote:

Remember, there are a bunch of other Major Decisions that Sam can't take without your consent.

If I were writing an email I would remind him of that. I'd tell him that his interference with customer portals constitutes a breach of his employment agreement and cause for termination.

Reply all |  Delete Junk |  ...

RE: Investor Conference

Tom Gruenert <tgruenert@gruenertlawgroup.com>

 Reply all | 

spatel@girishcapital.com, Rajan U. Popat, Sam Alam

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To always show content from this sender, [click here](#).

To make sure of "this."

<http://uberindustries.net/sconet/GLG/sigImage.png>

THOMAS G. GRUENERT

ATTORNEY

9621 Live Oak Court,

Manvel, TX, 77578

T 281.997.2740 C 713.503.6963

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From: Tom Gruenert

Sent: Wednesday, June 27, 2018 10:05 AM

To: spatel@girishcapital.com; Rajan U. Popat <rpopat@neighborshealth.com>; Sam Alam <salam@neighborshealth.com>

Subject: Investor Conference

Sam, Raj, Setul,

My representation of NTH was terminated on April 23, 2018. Shortly after that, Setul advised that the termination would be rescinded but I have not seen anything in writing from Sam or Raj confirming that.

Relying on Setul's representation, I invoiced the monthly retainer amount in May and June. Neither invoice has been paid, so I am assuming that we are at the default setting, i.e. the termination of 4.23 remains effective.




My name and the name of my firm are not to be incorporated in any written material distributed at your investor conference. I will rely on you three to make sure of this

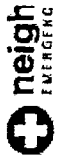
<http://uberindustries.net/sconet/GLG/sigImage.png>

THOMAS G. GRUENERT

ATTORNEY

9621 Live Oak Court,

Reply all |   Delete Junk |  ...



address 10800 Richmond Ave. Houston, TX 77042
office 713.436.5200 | fax 713.436.5210
NEC24.COM

From: Sam Alam

Sent: Tuesday, July 10, 2018 9:32:06 AM

To: Setul Patel

Cc: Rajan U. Popat; Tom Gruenert; Rajan Popat

Subject: Re: Board Meeting

Setul: I am requesting that we remove Tom Gruenert from this email thread. Tom's advice and attendance at any meetings to discuss matters related to me and/or the Company is strictly prohibited. He was removed as counsel many months ago and he has acknowledged as such. Thanks, Sam

P.S. I will be away from my computer and cell phone all day today. I will connect with you all tomorrow.
Sam

From: Sam Alam

Sent: Tuesday, July 10, 2018 9:08:15 AM

To: Setul Patel

Cc: Rajan U. Popat; Tom Gruenert; Rajan Popat

Subject: Re: Board Meeting

Setul: I dont mind meeting at all - but today is impossible. My children gave my wife and I a surprise yesterday and I cannot leave a house full of family with my son going back to Kenya tomorrow.

Two things of note: You have heard ONE side of the story and that is from Raj Popat and Ekta Popat. You, as a matter of record have spent less than 4 hours of time at NTH during the last 12 month. For you to say that the Company is not in good shape is factually untrue and moreover, the June 27, 2018, Shareholders Meeting which Raj conducted and which you did not attend - is also a matter of record that belies your statement.

I am well aware of the shareholders investment and I am doing everything for the betterment of the Company.

Let's meet on Thursday after 12pm before Raj leaves for his Europe vacation and let's address all issues with FACTS and as Friends. I'd love nothing more than to remove the misunderstanding that you are living with. Regards, Sam

From: Setul Patel <spatel@girishcapital.com>

Sent: Tuesday, July 10, 2018 8:55:13 AM

To: Sam Alam

Cc: Rajan U. Popat; Tom Gruenert; Rajan Popat

Subject: Re: Board Meeting

Sam Alam, Executive Director

From: Tom Gruenert <tgruenert@gruenertlawgroup.com>
Sent: Tuesday, July 10, 2018 9:05 AM
To: 'spatel@girishcapital.com'; Rajan U. Popat
Subject: FW: Board Meeting

Well, that went well. Hope you have Scott prepared to head to the courthouse. TGG



THOMAS G. GRUENERT

ATTORNEY

9621 Live Oak Court,

Manvel, TX, 77578

T 281.997.2740 C 713.503.6963

tgruenert@GruenertLawGroup.com

tgruenert@GruenertLawGroup.com (408) 444-1111. This e-mail and any files transmitted with it are confidential and intended solely for the individual or entity named in the e-mail. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake. If you are not the named addressee and you are not sure of the identity of the intended recipient, please do not forward the e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake. Please do not print or copy this e-mail. Please do not use the information contained herein for any purpose other than that for which it was prepared. If you are not the named addressee and you are not sure of the identity of the intended recipient, please do not forward the e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake. Please do not print or copy this e-mail. Please do not use the information contained herein for any purpose other than that for which it was prepared.

From: Sam Alam <salam@neighborshealth.com>

Sent: Tuesday, July 10, 2018 8:50 AM

To: Setul Patel <spatel@girishcapital.com>; Rajan U. Popat <rpopat@neighborshealth.com>; Tom Gruenert <tgruenert@gruenertlawgroup.com>; Rajan Popat <rpopat1@gmail.com>

Subject: Re: Board Meeting

Setul: I totally disagree with your assertions. Your resignation is a matter of record. Tom's email is a matter of record. I am requesting everyone retain all emails, texts, and phone call records personal and business as a matter of business record. Your meetings and decision made for the Company will NOT recognized by the Company. As a member of the State Bar of Texas Mr. Tom Gruenerts attendance will be against the law and ethics. More importantly, you all are bordering on Conspiracy, both civil and criminal and thus the meeting set forth is within that confines and thus does not comport with the applicable laws, both State and Federal. I cannot attend a meeting that is against the law. Regards,

Sam

Sam Alam, Executive Director

From: Tom Gruenert <tgruenert@gruenertlawgroup.com>
Sent: Thursday, July 26, 2018 3:02 PM
To: Scott Davenport
Cc: Rajan U. Popat; Setul Patel
Subject: Re: Sam's new job description
Attachments: image001.jpg; image002.jpg; image003.png; image004.png; image005.jpg; image006.png; image023.jpg; image024.jpg; image025.png; image026.png; image027.jpg; image028.png; image029.png; image023.jpg; image024.jpg; image030.png; image031.png; image032.jpg; image028.png; image029.png

What's the point of doing all this if we leave Sam with administrative privileges anywhere. I'll happily testify about why it became necessary.

Thomas G. Gruenert
Gruenert Law Group
P O Box 1279
Manvel, TX 77578
713-503-6963

On Jul 26, 2018, at 2:53 PM, Scott Davenport <scottd@davenport-law.com> wrote:

I am fairly certain that is true Raj.

Scott J. Davenport, J.D. & M.B.A.

<image014.jpg>

Houston (Principal Office) : 2009 Lubbock Street, Houston, TX 77007
713-963-4898 / 713-963-4899 (fax)

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(by appointment only): 215 West Oak Street, Suite 300, Denton, TX 76201
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Toll Free: 1-855-DLF-LAW1 (855-353-5291)
www.davenport-law.com

<image015.jpg> <image016.png> <image017.png><image018.jpg> <image019.png>
Personal Injury Trial Law

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From: Rajan U. Popat [<mailto:rpopat@neighborshealth.com>]
Sent: Thursday, July 26, 2018 2:52 PM
To: Setul Patel; Scott Davenport
Cc: Tom Gruenert
Subject: Re: Sam's new job description

Sam Alam, Executive Director

From: Tom Gruenert <tgruenert@gruenertlawgroup.com>
Sent: Wednesday, August 8, 2018 1:49 PM
To: Rajan U. Popat; Scott Davenport
Cc: spatel@girishcapital.com
Subject: RE: Sam Alam

Finally perhaps someone with a lick of sense has arrived on the scene. I suggest that the dialog should take place between Scott and this new lawyer for Sam. I'm just one of the bad guys in this drama and won't have the credibility that Scott has. Story of my life. TGG



Thomas G. Gruenert
GRUENERT LAW GROUP
P.O. Box 1279
Manvel, Texas 77578
713-503-6963

From: Rajan U. Popat <rpopat@neighborshealth.com>
Sent: Wednesday, August 8, 2018 1:32 PM
To: Tom Gruenert <tgruenert@gruenertlawgroup.com>; Scott Davenport <scottd@davenport-law.com>
Cc: spatel@girishcapital.com
Subject: Fw: Sam Alam



Rajan U. Popat, Physician MD
Executive Medical Director, Telehealth

address 5835 Hwy 6 N Houston, TX 77084
office 281.861.0937 | fax 281.861.0938
NEC24.COM

From: Millard A. Johnson <mjohnson@jdkglaw.com>
Sent: Wednesday, August 8, 2018 1:19 PM
To: Rajan U. Popat

Sam Alam, Executive Director

From: Tom Gruenert <tgruenert@gruenertlawgroup.com>
Sent: Tuesday, August 14, 2018 10:27 AM
To: Scott Davenport
Cc: Rajan U. Popat; spatel@girishcapital.com
Subject: RE: Meeting

My understanding was that he had modified duties and responsibilities, a finite time within which to perform by transferring administrative credentials, and that the clock has run out.

I also think that a lot of what is going on here...ex parte communications with investors calling his fellow managers thieves, for instance, is more in the nature of an intentional tort than a contract claim.

Anyway, I'll sit down and shut up if the consensus is that there is not reason to sue the guy. I do think that, litigation or no litigation, the idea of putting him in a room with your biggest investors with the hope that he'll turn reasonable in front of an audience is a bad idea. Just my thinking. TGG



Thomas G. Gruenert
GRUENERT LAW GROUP
P.O. Box 1279
Manvel, Texas 77578
713-503-6963

From: Scott Davenport <scottd@davenport-law.com>
Sent: Tuesday, August 14, 2018 10:14 AM
To: Tom Gruenert <tgruenert@gruenertlawgroup.com>
Cc: Rajan U. Popat <rpopat@neighborshealth.com>; spatel@girishcapital.com
Subject: Re: Meeting

He has not done anything to breach the employment agreement yet . The agreement is favorable to him not the company.

Scott J. Davenport, J.D. & M.B.A.
Davenport Law Firm, PC
www.davenport-law.com
(iPhone)


On Aug 14, 2018, at 10:04 AM, Tom Gruenert <tgruenert@gruenertlawgroup.com> wrote:

So now we're sponsoring a meeting to give Sam a platform to present his 28 pages of claims and 37 exhibits to our investors? This is ridiculous. I am not going to participate. I don't understand why the lawsuit we've been talking about filing against Sam hasn't been filed. What did I miss between Scott's email stating that he as working on it and today? TGG

Re: Notice of Informal Meeting of Major Shareholders - Message (HTML)

File Message Help Tell me what you want to do

Tue 7/24/2018 3:19 PM

Rajan U. Popat <rpopat@neighborshealth.com>**Re: Notice of Informal Meeting of Major Shareholders**To: Tom Gruenert; Scott Davenport; spatel@girishcapital.com Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.**From:** Tom Gruenert [<mailto:tomgruenert@gruenertlawgroup.com>]**Sent:** Monday, July 23, 2018 3:03 PM**To:** Rajan U. Popat; spatel@girishcapital.com; Scott Davenport**Subject:** RE: Notice of Informal Meeting of Major Shareholders

There is no mechanism in the LLC Operating Agreement for anyone to call a meeting of the members. Moreover, all the folks who he is inviting to this meeting do not have voting rights.

As I said at Scott's office, I'd sue him now. We are in fact overdue and God alone knows how much his foolishness since we were together at Scott's has cost the company. I'd seek a TRO restraining him from contacting the company's customers. Presumptively that would get him and a lawyer to the courthouse, where it might be possible to discuss this stuff rationally with the lawyer (although I kind of doubt that Sam really has hired a lawyer...we'd be hearing from the lawyer if he had). Regardless of the outcome at court, I'd go forward with the meeting on the 27th and terminate him.

Raj, we discussed a crises management plan:

Can we protect the source code?

Exhibit 28

Sam Alam

From: Thomas Gruenert [TGruenert@neighborshealth.com] on behalf of Thomas Gruenert <TGruenert@neighborshealth.com>
Sent: Sunday, July 29, 2018 9:59 AM
To: Chad Shandler; John Higgins
Cc: Eric English; Francine Elliot; Kellie Keeling; Tensie Axton; Rajan U. Popat; Setul G. Patel (setul.patel@gmail.com)
Subject: Re: Neighbors Telehealth, LLC

I can talk anytime.

By way of background:

1. NTH was capitalized through a Contribution Agreement wherein Sam contributed the assets of his company, Drisonline.com, Inc., to a NEWCO that eventually was renamed Neighbors Telehealth, LLC.
2. That transaction was highly negotiated, and Sam was represented by his own counsel. At that time, the understanding was that NTH was going to be a Neighbors project, and Neighbors Legal prepared the Contribution Agreement.
3. NTH equity is 3% voting, Class A shares, and 97% non-voting Class B Shares. The Class A shares are owned 1%-1%-1% by Setul, Raj and Sam. Those three also serve as the members of the Board of Managers.
4. Sam agreed to the deal, was represented by counsel, and has operated under the terms of the deal for 18 months.
5. Sam has behaved in unhinged and unpredictable ways from the very start. As an example, as part of the due diligence in the initial transaction, Sam's software was submitted to a third party for review/evaluation. The report essentially said that it was crap and should be scrapped. Sam went tilt, and publicly and repeatedly told everyone that this was a fraudulent report intended to aid in the theft of his valuable assets. (Setul said, ok, let's just part friends, and at that point Sam changed 180 and insisted on a speedy close.)
6. Sam has functioned erratically in his role as Executive Director at NTH. Most of you are familiar with the details.
7. NTH was originally intended by Setul to be a Neighbors affiliate. Neighbors accepted 1% of the non-voting equity in consideration of licensing its intellectual property to NTH.
8. Neighbors has some form of administrative services agreement with NTH, pursuant to which Neighbors provided payroll services, benefits, support from various Neighbors departments (including legal). Neighbors legal provided support from time to time for NTH...creating entities, drafting employment agreements, etc. until late 2017 when the administrative services arrangement was placed on a cash and carry basis.
9. Sam has of course breached every agreement he ever made with Neighbors. A large amount is due and owing under the original administrative services agreement.
10. As noted, Neighbors Legal did in fact work on the initial organization and capitalization of NTH. At the outset, it was treated as just another Neighbors project. When the Neighbors board eventually determined that Neighbors did not want to own NTH, the transaction was well advanced and we just finished it up. Again, Sam was represented by counsel and his only complaint about the terms of the deal or the lawyering was that he thought it was taking too long.
11. I have provided intermittent service to NTH through Gruenert Law Group in the last few months, on the understanding that I would have a conflict if NTH was trying to do anything that involved

Neighbors. Except for those intermittent services, I have not ever served as a lawyer for Sam or any of his companies. Nothing that I was asked to look at during that time involved Neighbors.

12. After the initial software review, the "I've been defrauded" story went dormant for a long time. It came up again, as near as I can tell, at the time that Neighbors first discussed actually getting paid the \$ that it is owed under the administrative services agreement. There was peace in the valley for six months after that, and then the allegations of fraud came back in a furious way when Sam's workplace conduct was challenged by an NPM employee.
13. Sam's behavior in last few months has been certifiably insane. Completely off the chain. When the issue with the NPM employee surfaced, Sam stormed out of the office and (he has the administrative credentials with the NTH domain hosts) shut off the company's internet portals that its customers use. He reversed that action after Raj and Setul confronted him, but he surely demonstrated that he's willing to destroy everything just to prove he's in charge.
14. Setul and Raj have engaged outside counsel to represent the company in its dealings with Sam. Counsel's name is Scott Davenport. The recent meeting of the Board of Managers was duly noticed, Sam chose not to attend, and the action taken by the Managers at and after the meeting have been reviewed and approved by Davenport.
15. And that only action taken at the meeting was to reassign Sam to a limited, non-management role. His salary, benefits and equity were not affected. He was not removed from the Board of Managers. The only action taken was to try to put him in a position where he couldn't destroy NTH. I understand that his access to the building was shut down and his email account closed.
16. As you see from Sam's email, he is not represented by counsel and is sort of spinning through the universe unchecked by any notions of common sense or legal realities. For all I know he is pinging emails to Donald Trump as well. Scott Davenport supposedly is preparing a lawsuit with a TRO to file this week, and it looks as if the time has come to accelerate that work.

TGG



Thomas Gruenert, J.D.
General Counsel

address 10800 Richmond Ave. Houston, TX 77042
office 713.436.5200 | fax 713.436.5210
cell 713.253.3036 | NEC24.COM

From: Chad Shandler
Sent: Saturday, July 28, 2018 10:58 AM
To: John Higgins
Cc: Thomas Gruenert; Eric English; Francine Elliot; Kellie Keeling; Tensie Axton
Subject: Re: Neighbors Telehealth, LLC

What time works for people between now and Monday.

We know some of the history but not the recent events.

Get [Outlook for iOS](#)

Exhibit 29



Chad Shandler
Chief Restructuring Officer

address 10800 Richmond Ave. Houston, TX 77042
office 713.436.5200
NEC24.COM

From: Higgins, John F. <JHiggins@porterhedges.com>
Sent: Saturday, July 28, 2018 11:36:44 AM
To: Chad Shandler
Cc: Thomas Gruenert; Eric English; Francine Elliot; Kellie Keeling; Tensie Axton
Subject: Re: Neighbors Telehealth, LLC

Let's discuss on a call. I need some background information.

John F. Higgins
Porter & Hedges, LLP
1000 Main St., 36th Floor
Houston, Tx. 77002
713-226-6648
jhiggins@porterhedges.com<<mailto:jhiggins@porterhedges.com>>

On Jul 28, 2018, at 8:23 AM, Chad Shandler
<CShandler@neighborshealth.com<<mailto:CShandler@neighborshealth.com>>> wrote:

Please advise as to an appropriate response.

Thank you.

I have attached the original email he is referring to.

[cid:NH_Logo_Signature2_17e6843a-c942-4a90-86ad-8a3b0d2d5ac4.jpg]

Chad Shandler
Chief Restructuring Officer

address 10800 Richmond Ave. Houston, TX 77042
office 713.436.5200
NEC24.COM<<https://www.nec24.com/>>

From: Sam Alam [<mailto:samalam2@gmail.com>]
Sent: Saturday, July 28, 2018 8:36 AM
To: Chad Shandler <CShandler@neighborshealth.com<<mailto:CShandler@neighborshealth.com>>>

Cc: chad.shandler@cohnreznik.com<mailto:chad.shandler@cohnreznik.com>

Subject: Neighbors Telehealth, LLC

Chad: The purpose of this email is to let you know that Drs Setul Patel and Rajan Popat held an illegal board meeting and have disabled my login credentials, which will cause harm to my company and serious injury to my financial well being.

As you know, I own 40% of Neighbors Telehealth, LLC. I am one of three class A shareholder and have \$818k in investment. Drs. Setul Patel, Rajan Popat "stole" \$170,000 dollars from my \$650,000 dollars contribution account and distributed 8% to themselves, 1% to Neighbors Health, LLC/Neighbors GP, LLC and 1% to Tom Gruenert who also served as my lawyer near the end of the transaction. Please know, the 1% of shares currently held by Neighbors Health, LLC is an illegal transaction.

I have many-many causes of actions including Fraud against many individuals and companies.

I am requesting that my emails - salam@neighborshealth.com<mailto:salam@neighborshealth.com> NOT be directed to Drs Popat and Patel until the Courts have rendered their opinion. Until such time, you either enable my emails, if not, inform me of parties/business associates trying to reach me. Also, please retain all emails in a special folder for a later request under discovery.

A copy of this email is also being sent to Mr. Frank Longobardi, CEO at CohnResnik

Regards,
Sam Alam
713-385-7979
<mime-attachment>

Exhibit 30



Fwd: Message (HTML)

File Message Help Tell me what you want to do



Mon 9/10/2018 8:37 AM

Rajan U. Popat <rpopat@neighborshealth.com>

Fwd:

To: Scott Davenport

Cc: spatel@grishcapital.com

[Get Outlook for iOS](#)

From: Sam Alam <samalam2@gmail.com>

Sent: Monday, September 10, 2018 8:27 AM

To: Setul Patel; Rajan U. Popat

Subject:

Setul/Raj:

Yesterday was a sad day. Walgreens did not refill prescriptions b/c you cancelled our health insurance. Your actions in doing so were intentional and reckless and your conduct was extreme and outrageous. This is text-book version of "intentional infliction of emotional distress".

Sam