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Attorneys for Creditor Central
Bank of St. Louis

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

IN RE: §
§ **In Proceedings Under Chapter 11**
NEIGHBORS LEGACY HOLDINGS, § **Case No.18-33836 (MI)**
INC., et al., §
§ **(Jointly Administered)**
Debtors. §

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

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

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



3. Eight (8) of Central Bank's unexpired leases (the "Leases") were addressed in Debtors' Amended Notice of Executory Contracts and Unexpired Leases Subject to Possible Assumption and Assignment and Proposed Cure Amounts (the "Amended Notice").

4. The cure amounts for the Leases as set forth in the Amended Notice, however, significantly understate the amounts necessary to cure the Leases, as illustrated below:

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

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

5. Central Bank's efforts to resolve the above-mentioned cure amount discrepancies with Debtors' restructuring agent have been unsuccessful.

6. Central Bank does not object to the assumption and assignment of the Leases provided that all defaults under the Leases are fully cured as required by Section 365 of the Bankruptcy Code and provided any successful bidder offers adequate assurance of future performance.

7. Based on the foregoing, Central Bank respectfully objects to Debtors' cure amounts for the Leases as set forth in the Amended Notice and requests that the Leases be cured in the amounts as set forth in the Exhibit "1" attached hereto and incorporated herein by reference.

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

Dated: August 23, 2018

Respectfully submitted,

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

By:/s/ John R. Jones

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

CERTIFICATE OF SERVICE

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

/s/ John R. Jones
John R. Jones

Contract #	Customer Name	Total Remaining Payments Cash	Remaining Payment Count	Central Bank's Principal Balance	Payment Amount	Past Due Paymentnts as of 8/23/18	Total Past Due Payments as of 8/23/18/Amount To Make Current	Total Late Charge including months after default	Accrued Interest	Attorneys' Fees and Costs	Cure Costs Due Per Contract
41300111-1	NEC HARLINGEN EMERGENCY CENTER, LP	\$ 193,800.00	51	\$ 179,837.84	\$ 3,800.00	19	\$ 72,200.00	\$ 7,220.00	\$ 37,586.11	\$ 10,605.90	\$ 127,612.01
41325209-1	NEC MCALLEN EMERGENCY CENTER LP	\$ 197,600.00	52	\$ 183,103.90	\$ 3,800.00	19	\$ 72,200.00	\$ 7,220.00	\$ 38,268.72	\$ 10,605.90	\$ 128,294.62
41261960-1	NEC ODESSA EMERGENCY CENTER, LP	\$ 160,115.37	47	\$ 149,422.46	\$ 3,406.71	19	\$ 64,727.49	\$ 6,472.75	\$ 31,229.29	\$ 10,605.90	\$ 113,035.43
41300096-1	NEC AMARILLO EMERGENCY CENTER, LP	\$ 190,000.00	50	\$ 176,562.37	\$ 3,800.00	18	\$ 68,400.00	\$ 6,840.00	\$ 36,901.54	\$ 10,605.90	\$ 122,747.44
41325206-1	NEC BROWNSVILLE EMERGENCY CENTER LP	\$ 193,800.00	51	\$ 179,837.95	\$ 3,800.00	18	\$ 68,400.00	\$ 6,840.00	\$ 37,586.13	\$ 10,605.90	\$ 123,432.03
41404494-1	NEIGHBORS GLOBAL HOLDINGS, LLC (Bellaire)	\$ 255,470.88	56	\$ 234,036.41	\$ 4,561.98	17	\$ 77,553.66	\$ 7,755.37	\$ 48,913.61	\$ 10,605.90	\$ 144,828.54
41325204-1	NEC PORTER EMERGENCY CENTER LP	\$ 190,000.00	50	\$ 176,562.48	\$ 3,800.00	17	\$ 64,600.00	\$ 6,460.00	\$ 36,901.56	\$ 10,605.90	\$ 118,567.46
41404518-1	NEIGHBORS GLOBAL HOLDINGS, LLC (Texarkana)	\$ 250,487.47	55	\$ 229,784.36	\$ 4,561.98	16	\$ 72,991.68	\$ 7,299.17	\$ 48,024.93	\$ 10,605.90	\$ 138,921.68

	\$ 1,631,273.72		\$ 1,509,147.77		\$ 561,072.83	\$ 56,107.28	\$ 315,411.88	\$ 1,017,439.20
					As of August 23, 2018			

EXHIBIT "1"

EQUIPMENT SCHEDULE (Cost Per Copy)

To Master Equipment Lease Agreement

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

Master Equipment Lease Agreement Number: 41261960

Dated: September 14, 2015

Equipment Schedule Number: 41300111

Dated: January 14, 2016

Lessor: All Points Solution, dba 3I International

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

Lessee Federal Tax ID Number: XXXXXX

Co-Lessee: Neighbors Health System, LLC

Co-Lessee Federal Tax ID Number: XXXXXX

Co-Lessee: NEC Harlingen Emergency Center, LP

Co-Lessee Federal Tax ID Number: XXXXXX

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

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

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

EQUIPMENT AND LEASE INFORMATION:

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

[SIGNATURE PAGE FOLLOWS]

Continued from page 1

ALL POINTS SOLUTION, INC. DBA 3I INTERNATIONAL

By: [Signature]

Name: Dara Bapillo

Title: Senior Account Manager

CO-LESSEE: NEIGHBORS HEALTH SYSTEM, LLC

By: [Signature]
(Must Be Signed by Authorized Corporate Officer, Partner or Proprietor)

Name: John Decker

Title: CFO

NEIGHBORS LEGACY HOLDINGS, INC. Re
NEIGHBORS HEALTH SYSTEM, INC.

By: [Signature]
(Must Be Signed by Authorized Corporate Officer, Partner or Proprietor)

Name: John Decker

Title: CFO

CO-LESSEE: NEC WABLINGEN EMERGENCY CENTER, LP
By: NEIGHBORS CP, LLC as 'General Partner'

By: [Signature]
(Must Be Signed by Authorized Corporate Officer, Partner or Proprietor)

Name: John Decker

Title: CFO

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

Schedule A

Product ID	Description	Quantity	Serial#	Location	Address
TSD-01575	Microsoft Office 2013 Home & Business 32/64-bit - 1 Machine - Office Tool - PC - English	10		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
100-505850	Sapphire AMD FirePro 2460 - Graphics card	1		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
09-7383	Lenovo - Tiny Sandwich Kit - System Mounting Bracket	2		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
950-0C0764	Logitech HD Pro Webcam C920 - Web camera	1		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
920-0C3070	Logitech Wireless Touch Keyboard K400 - Keyboard	1		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
10-FLX2-200-V0 P	Revoluta FLX2 Wireless VOIP Conference Phone	1		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
1080031NUS	Lenovo - ThinkCentre M73Z, i5-4590S	8	MU03ETXH MU03ETXU MU03ETXK MU03ETML MU03ETYS MU03ETTT MU03ETTU MU03ETTV	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
5WS0081058	Lenovo - ePac Onsite Warranty 4 yrs Parts/Labor	8		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
5WS0280905	Lenovo - TopSeller ePac Priority Support 4 years	8		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
20DF0300US	Lenovo - ThinkPad E550 15.6 IS 4GB 500 GB	1	PF0CVME8	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
5WS0F63226	Lenovo - TopSeller ePac Priority Support 4 years	1		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
5WS0F63194	Lenovo - ePac Onsite Warranty 4 yrs Parts/Labor	1		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
10AL000XUS	Lenovo - ThinkCentre M83 i5-4590	1	MU03ATD4	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
5WS0080313	Lenovo - ePac Onsite Warranty 4 yrs Parts/Labor + Tech Install CRU	1		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
10AB0010US	Lenovo - ThinkCentre M93p 10AB - Tiny desktop Core i5 4570T/2.9 GHz	2	MK00JSEV MK00JSEB	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
5WS0080913	Lenovo - ePac Onsite Warranty 4 yrs Parts/Labor + Tech Install CRU	2		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
20810014US	Lenovo - ThinkPad X140e	1	FC058X90	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
5WS0F63204	Lenovo - TopSeller ePac Priority Support 4 years	1		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
5WS0F63227	Lenovo - TopSeller ePac Priority Support 4 years	1		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
VE1987L	ASUS VE1987L - LED monitor - 19" - 1440 x 900	1		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
U2413	Dell UltraSharp U2413 - LED Monitor - 24" - 1920 x 1200	2		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
UM-BV6AA-033	Acer V176L b/m - LED monitor - 17" - 1280 x 1024	1		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
ASA5506-SEC-BUN-K9	Cisco ASA 5506-X with FirePOWER Services - Security appliance - 8 ports bundled with license	2		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
SRW2048-K9-NA	Cisco S6300-52 Layer 3 Switch - 52 Ports - Manageable - 2 x Expansion Slots	5		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
AIR-CT2504-S-K9	Cisco 2504 Wireless Controller - Network management device - 4 ports - 5 access points	1		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
AIR-CAP1602H-A-K9	Cisco Airontel 1602H Controller-based - Wireless access point - 802.11a/b/g/n - Dual band	3		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
SG300-10MPP-K9-NA	Cisco Small Business SG300-10MPP - Switch - L3 - managed - 8 x 10/100/1000 (PoE)	1		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
WS-C3560CX-8TC-S	Cisco Catalyst 3560-CX 8 Port Data IP	2		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
AIR-CT2504-RMNT	Cisco 2504 Wireless Controller Rack Mount Bracket	1		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
CON-SNTP-ASA550X9	SMARTnet 24x7x4	2		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
CON-SNTP-SRW2048NA	SMARTnet 24x7x4	5		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
CON-SNTP-CT255	SMARTnet 24x7x4	1		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
CON-SNTP-C1602-A	SMARTnet 24x7x4	5		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
CON-SNTP-SG300NA	SMARTnet 24x7x4	1		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
CON-SNTP-W3C38TC5	SMARTnet 24x7x4	2		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
PDUH115	Tripp Lite Single-Phase Metered PDU - Horizontal rackmount	4		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
N251-048	Tripp Lite Rackmount Cat6 110 Patch Panel S688 RJ45 Ethernet - Patch panel - 48 ports	1		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
SMARTZ2C0RMX12U	Tripp Lite SmartPro - UPS - AC 120 V - 1.92 kW - 2200 VA - RS-232, USB - 8 output connectors	1		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
BP4SV24-2U	Tripp Lite External Battery Pack - UPS battery - 2U	1		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
CABSCREWSM5	Cabinet screws and nuts pack of 50 M4 mounting screws	5		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
RKLCDBK7	StarTech.com Universal Swive VESA LCD Monitor Mounting Bracket for 19In Rack or Cabinet - Bracket for LC	1		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
SV431USBAE	StarTech.com 4 Port Rack Mountable USB KVM Switch with Audio & L.SB Hub	1		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
SV451RACK	StarTech.com 1U Rack Mount Brackets for KVM Switch (SV451 Series)	1		NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550

SVUSB2M1_6	StartTech.com 2-in-1 USB KVM Cable - Keyboard / video / mouse / USB cable	4	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
HHCM-1	Middle Atlantic HHCM-1 - Rack cable management kit (horizontal) - Black powder coat	4	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78558
HHCM-2	Middle Atlantic HHCM-2 - Rack cable management kit (horizontal) - Black powder coat	1	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
VS181BT	ATEN VS181BT HDMI Over Single Cat 5 Splitter - Video/audio extender - 8 ports	4	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78558
VE812R	ATEN VanCrypt VE812R HDMI Over Single Cat 5 Receiver - Video/audio extender	32	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
A3L980-D7-PUR-5	Belkin Cat6 Patch Cable 7' - Purple	12	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
A3L980-D1-PUR	Belkin Cat6 Patch Cable 1' - Purple	3	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
A3L980-D5-ORG-5	Belkin Cat6 Patch Cable 5' - Orange	3	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
A3L980D14-RED-5	Belkin Cat6 Patch Cable 14' - Red	2	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
A3L980D07-RED-5	Belkin Cat6 Patch Cable 7' - Red	1	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
BE650G1	APC Back-UPS 650 - UPS - AC 120 V - 390 Watt - 650 VA - USB - 8 output connector(s)	8	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
8R1500G	APC Back-UPS Pro 1500 - UPS - AC 120 V - 665 Watt - 1500 VA - 10 output connector(s)	2	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
54326	C2G DisplayPort Male to HD Male Adapter Cable - DisplayPort cable	3	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78558
54301	C2G Mini DisplayPort to DisplayPort Adapter Cable - DisplayPort cable - Mini	2	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78558
56782	C2G High Speed HDMI Cable with Ethernet - Video / audio / network cable - HDMI	28	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
VS238H-P	ASUS VS238H-P - LED monitor - 23" - 1920 x 1080 Full HD	16	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
E82-C1	VIZIO E82-C1 - 32" Class (31.5" viewable) - E Series LED TV - Smart TV - 1080p	6	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
E80-C2	VIZIO E80-C2 - 40" - E Series LED TV - Smart TV - 1080p (Full HD)	3	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
E50-C1	VIZIO E50-C1 - 50" - E Series LED TV - Smart TV	2	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
90340	VELCRO One Wrap roll 12' x 3/4"	10	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
90372	VELCRO One Wrap roll 30' x 1 1/2"	3	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
5111676296	3M Dual Lock Reversible Fastener TB3550 253/253 Black, 1 in x 1.0 ft	3	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
801572	Everbit #6 x 1" Flat Head Phillips 100 pieces	1	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
801262	Everbit #6 x 1/2" Flat Head Phillips Drive 100	1	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
25316	EZ Anchor Stud Solver #7 x 1 1/4" Phillips Drive Dry Wall Anchor QTY = 50	1	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
CT-145-BK	Nippon Labs CT-145-BK 14-Inch Standard Cable Ties, Black 100-Pieces/Bag	1	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
S3SHELF2PDP	Tripp Lite Rackmount shelf	1	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
ACK-730U8	Adesso Easy Touch 730 Keyboard - Rackmount	1	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
7D2	Middle Atlantic 1 Space Heavy Duty Rack Shelf	1	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
Document Management	Document Management - M-Files	10	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550
Professional Services	Professional Services/Document Management	10	NEC Harlingen Emergency Center, LP	1725 N. Ed Carey, Harlingen, TX 78550

Name: _____

Sign: _____

Date: _____

DELIVERY AND ACCEPTANCE CERTIFICATE

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

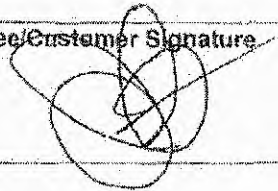
LEASE OR GPC RENTAL OR COPY RENTAL OR INSTALLMENT PAYMENT AGREEMENT NUMBER: 41300111

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

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

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

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

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

MASTER EQUIPMENT LEASE AGREEMENT

50 Briar Hollow, Suite 600, Houston, TX 77027

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

LESSEE INFORMATION	Lessee Name Neighbors Health System Inc.	Federal Tax ID Number XX XXXXX
	Headquarters Street Address/City/County/State/Zip 11200 Broadway Ste. 2320 Pearland TX 77564	
	Lease Number 41201960	Lessee Phone Number 713 436 9500

This MASTER EQUIPMENT LEASE AGREEMENT ("**Master Lease**") is made this September 14, 2015 by and between **3i International** ("**Lessor**") and the Lessee referenced above ("**Lessee**"). The parties agree as follows:

1. MASTER LEASE. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment, software, fixtures, personal property and/or other property described in each schedule ("**Equipment Schedule**") from time to time signed by Lessor and Lessee that incorporates this Master Lease by reference (such property together with all replacements, repairs, additions and accessions thereto being referred to herein as the "**Equipment**"). Each Equipment Schedule that incorporates this Master Lease is sometimes hereinafter referred to as a "**Lease**." Each Lease shall constitute an agreement separate and distinct from this Master Lease and any other Lease. In the event of a conflict between the terms and conditions of an Equipment Schedule and the terms and conditions of this Master Lease, the terms and conditions of the Equipment Schedule shall govern, but only with respect to the corresponding Lease.

2. TERM. The obligations of the parties shall commence upon the full execution of this Master Lease and shall continue until each party has satisfied their respective obligations in this Master Lease and under each Lease. The "**Lease Term**" for each Lease shall commence on the date Lessee accepts the Equipment by executing a Delivery and Acceptance Certificate ("**Commencement Date**") and, unless terminated earlier as provided in the Lease, shall continue for the number of months specified in the Equipment Schedule from the first Rental Due Date (as defined below). If the Equipment Schedule provides for a Renewal Option, the Lease Term shall include any Renewal Term(s) selected by the Lessee and/or any other extension as provided in the Lease.

3. RENT; ADJUSTMENTS. Lessee agrees to pay Lessor rent for the Equipment, in the amount specified in the Equipment Schedule ("**Rent**"), due and payable on each Rental Due Date during the Lease Term without notice or demand, and any other charges, advances or reimbursements due Lessor pursuant to the Lease, due upon demand by Lessor from time to time. Lessee further agrees to pay Lessor, on the first Rental Due Date, Interim rent for any partial first month during the Lease Term in an amount equal to 1/30th of the Rent for each day from and including the Commencement Date to and excluding the first Rental Due Date. The first Rent payment is due on or before the Commencement Date, as invoiced by Lessor, unless the Equipment Schedule is specified that zero (0) advance payments are due, in which case the first Rent payment will be due on the date specified by Lessor in the month following the Commencement Date, and the remaining Rent payments will be due on the same day of each subsequent month. Lessee authorizes Lessor to adjust the Rent payment up or down by not more than 15% if the total amount paid by Lessor for the purchase, delivery and installation of the Equipment, including any trade-up and buyout amounts (the "**Total Cash Price**") differs from the originally estimated and documented price thereof. Lessee further authorizes Lessor to increase the Rent payment, if the Commencement Date occurs after the date Lessor approved Lessee's application for the relevant Lease, to reflect any increase (i) from the date of such approval and (ii) to the Commencement Date in the interest rate swaps ("**Swaps Rate**") that most-closely approximates the term of such Lease (determined as of the last day in the week ending prior to each of such

dates). The Swaps Rate is published in the Federal Reserve Statistical release H.15 and can be found at <http://www.federalreserve.gov/releases/h15/update/>. The Rent payment will be a fixed amount for the term of the Lease. All Rent shall be payable to Lessor and delivered to Lessor's office or such other place as Lessor may designate in writing at any time. An advance Rent payment shall be applied as the first Rent payment under the Lease. If more than one Rent payment is made by Lessee in advance, the second (and any other advance Rent payment) shall be applied to rental payments scheduled under the Lease in inverse order of maturity. Should Lessee fail to pay any part of any Rent within 3 days of its due date, Lessor shall (a) impose a late charge equal to 10% of the amount of the late payment or \$20, whichever is greater, and (b) commencing 30 days after any such payment is due under the Lease, assess interest on such delinquent payment until paid at the rate of 1.5% per month. However, if such late charge and/or interest exceeds the maximum amount of interest permitted by applicable law, such excess shall be reduced to the maximum rate permitted by law. IF THE LEASE IS REPLACING AN EXISTING LEASE, THE NEW RENT PAYMENT WILL INCLUDE THE BALANCE OF THAT LEASE AND RESULT IN A GREATER AGGREGATE COST TO LESSEE.

4. NET LEASE; RENT PAYMENTS ABSOLUTE. Each Lease is a net lease and Lessee's obligations to pay Rent in full when due are absolute and unconditional and shall not be subject to any abatement, reduction, set off, counterclaim, recoupment, defense or other right which Lessee may have or assert against Lessor, the supplier of the Equipment or any other person or entity.

5. DELIVERY AND INSTALLATION. Lessee will select the Equipment to meet its specifications and, in reliance thereon, Lessor will order such Equipment from the supplier(s) specified by Lessee or, if Lessee has previously entered into a purchase order or supply contract, such purchase order or supply contract shall be deemed assigned to Lessor upon execution of the relevant Equipment Schedule. Upon delivery and acceptance by Lessee of the Equipment designated in an Equipment Schedule, Lessee will execute and deliver to Lessor a Delivery and Acceptance Certificate. Lessee shall make all delivery arrangements with each supplier and, at Lessee's expense, will pay all transportation, packing, taxes, duties, installation, testing and other charges in connection with the delivery, installation and acceptance of the Equipment. Lessor shall have no liability to Lessee for delivery delays or failure of the supplier to deliver goods meeting the purchase order specifications. Lessee is hereby authorized to act as Lessor's agent in inspecting, accepting and rejecting delivery of Equipment, provided that all claims asserted by any supplier by reason of Lessee's rejection of any goods shall be Lessee's sole responsibility to defend, resolve and pay.

6. DISCLAIMER OF WARRANTIES. Lessee acknowledges that Lessor is not the manufacturer or supplier of the Equipment, and is not the agent of any such manufacturer or supplier. No representation or promise made by any manufacturer or supplier of the Equipment will be deemed made by or binding upon Lessor. **LESSOR MAKES NO**

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

7. ASSIGNMENT OF WARRANTY RIGHTS. Lessor hereby assigns to Lessee, for the Lease Term, any manufacturer's and/or supplier's warranties with respect to the Equipment and, provided no Default has occurred and remains uncured, Lessee is hereby authorized to enforce such warranties, in its name, at Lessee's sole expense.

8. TITLE. Title to the Equipment shall remain solely with Lessor. No right, title or interest in or to the Equipment shall pass to Lessee other than the right to possess and use the Equipment for the Lease Term and such transfer is conditioned upon Lessee's compliance with the terms and conditions of the Lease. Lessee, at its expense, will defend Lessor's title to the Equipment and will keep the Equipment free from all claims, liens, encumbrances and legal processes of Lessee's creditors and other parties, except for those claims created by or through Lessor. At Lessor's request, Lessee shall affix identification plates or markings to the Equipment clearly indicating Lessor's ownership. If any Lease is deemed to be a lease intended for security, to secure Lessee's obligations under such Lease and under all other indebtedness at any time owing by Lessee to Lessor, Lessee grants to Lessor a first priority security interest in the Equipment subject to such Lease and any and all proceeds from the use, rental or sale of such Equipment. **LESSEE IRREVOCABLY AUTHORIZES LESSOR TO FILE A COPY OF THIS LEASE AND/OR ANY OTHER DOCUMENT AS A FINANCING STATEMENT AND APPOINT LESSOR OR ITS DESIGNEE AS LESSEE'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON LESSEE'S BEHALF, IF REQUIRED, SUCH FINANCING STATEMENTS COVERING THE EQUIPMENT AS LESSOR MAY DEEM NECESSARY AND REIMBURSE LESSOR FOR COST OF SUCH FILINGS AND LIEN SEARCHES**

9. PERSONAL PROPERTY. All items of Equipment shall at all times be and remain personal property notwithstanding that any such Equipment may now or hereafter be affixed to realty. Lessee, at its expense, shall obtain all such waivers as Lessor may reasonably require to assure Lessor's title and interest in, access to and right to remove the Equipment.

10. USE, LOCATION AND INSPECTION OF EQUIPMENT. So long as Lessee is not in Default under the Lease, Lessee shall be entitled to possess and use the Equipment for its business purposes in conformity with all applicable laws, ordinances, regulations, the requirements of all applicable insurance policies and of any applicable manufacturer's or supplier's warranties. Lessee shall bear all costs in connection with the operation and maintenance of the Equipment. The Equipment shall be delivered, at Lessee's direction and responsibility, to the location specified in the Equipment Schedule and shall not thereafter be removed from such location without the advance written consent of Lessor. Lessor shall have the right from time to time during Lessee's normal business hours to enter upon Lessee's premises or elsewhere for the purpose of confirming the existence, condition or proper maintenance of the Equipment. Lessee shall not, except with Lessor's prior written consent, part with possession or control of the Equipment or dispose of or encumber any interest in the Equipment or under the Lease.

11. TAXES AND FEES. Lessee will pay all excise taxes, sales and use taxes, personal property taxes, and all other taxes and charges which may be imposed by any governmental entity during the term of this

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

12. RISK OF LOSS. Lessee is responsible for any loss, theft or destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to Lessor at the end of this Lease. Lessee is required to make all Rent Payments even if there is a Loss. Lessee must notify Lessor in writing immediately of any Loss. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, (b) replace such Equipment with like equipment in good repair, condition and working order acceptable to Lessor, with clear title to such replacement equipment vested in Lessor, or (c) pay Lessor the amounts specified in Section 19 below.

13. MAINTENANCE, REPAIRS AND ALTERATIONS. Lessee shall, at its expense, keep all of the Equipment in good repair, condition and working order and shall furnish all required parts and servicing so that the value and condition of the Equipment will be maintained and preserved, reasonable wear and tear excepted. Lessee shall not, without the written approval of Lessor, make any alterations or modifications to the Equipment except for upgrades that do not impair the value, utility or marketability of the Equipment. All such alterations, modifications or upgrades will become part of the Equipment and Lessor's property, without charge, free of any liens or encumbrances. Lessee shall keep software that is part of any Equipment current with all updates, revisions, upgrades and maintenance fixes, whether obtained from the supplier, licensor or any other source.

14. INSURANCE. Lessee shall provide and maintain at its expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming Lessor as loss payee, and (b) public liability insurance in a minimum amount of one million dollars and third party property insurance, in each instance naming Lessor as an additional insured. Lessee shall provide to Lessor certificates or other evidence of such insurance when requested. Such insurance will be in a form, amount (including the minimum amount for public liability insurance stated above) and with companies acceptable to Lessor, and will provide that Lessor will be given 30 days advance notice of any cancellation or material change of such insurance. Lessor reserves the right to reject Lessee's insurance carrier for reasonable cause. **IF LESSEE DOES NOT GIVE LESSOR EVIDENCE OF INSURANCE ACCEPTABLE TO LESSOR, LESSOR HAS THE RIGHT, BUT NOT THE OBLIGATION, TO OBTAIN INSURANCE COVERING LESSOR'S INTEREST IN THE EQUIPMENT FOR THE TERM OF THIS LEASE, INCLUDING ANY RENEWAL OR EXTENSIONS. LESSOR MAY ADD THE COSTS OF ACQUIRING AND MAINTAINING SUCH INSURANCE AND LESSOR'S FEES FOR LESSOR'S SERVICES IN PLACING AND MAINTAINING SUCH INSURANCE (COLLECTIVELY, "INSURANCE CHARGE"), ON WHICH LESSOR MAY EARN A PROFIT, TO THE AMOUNTS DUE FROM LESSEE UNDER THIS LEASE.** Such insurance may duplicate coverage provided under Lessee's existing policy. Lessee will pay the insurance Charge in equal installments allocated to the remaining Rent payments. Nothing in this Lease will create an insurance relationship of any type between Lessor and any other person. Lessee acknowledges that Lessor is not required to secure or maintain any insurance, and Lessor will not be liable to Lessee if Lessor terminates any insurance coverage that Lessor arranges. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims for, receive payment of, and execute and endorse all documents, checks, or drafts issued with respect to any Loss under any insurance policy relating to the Equipment.

15. RETURN OF EQUIPMENT; RESTOCKING FEE. Upon expiration, cancellation or termination of the Lease Term, or upon Lessor's demand after a Default, all, but not less than all, of the Equipment shall be immediately returned to Lessor as provided herein unless (a) Lessee has exercised a purchase option provided hereunder or (b) Lessor has

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

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

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

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

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

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

that become due under this Lease; (c) Lessor may require Lessee to deliver the Equipment to Lessor as set forth herein and terminate use of any software component of the Equipment; (d) Lessor or its agent may peacefully repossess the Equipment without court order and Lessee will not make any claims against Lessor for damages or trespass or any other reason; and (e) remedy such Default, including making repairs or modifications to the Equipment, for the account and expense of Lessee, and Lessee agrees to reimburse Lessor for all of Lessor's costs and expenses; (f) apply any deposit or other cash collateral or sale or remarketing proceeds of the Equipment at any time to reduce any amounts due to Lessor; and (g) exercise any other right or remedy which may be available to Lessor under applicable law. Notice of Lessor's intention to accelerate, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor, or any other notice whatsoever are hereby waived by Lessee and any Guarantor. Interest on all unpaid balances more than thirty days past due shall accrue at the lesser of 1.5% per month, or the maximum rate allowed by law, until paid in full. The exercise of any of the foregoing remedies by Lessor will not constitute a termination or cancellation of the Lease unless Lessor so notifies Lessee in writing. At any sale of the Equipment pursuant to this Section 19, Lessor may bid for the Equipment. Notice required, if any, of any sale or other disposition hereunder by Lessor shall be satisfied by the mailing of such notice to Lessee at least ten (10) days prior to such sale or other disposition. In the event Lessor takes possession and disposes of the Equipment, the proceeds of any such disposition shall be applied in the following order: (i) to all of Lessor's costs, charges and expenses incurred in taking, removing, holding, repairing and selling or leasing the Equipment and/or otherwise enforcing Lessor's rights hereunder; (ii) to the extent not previously paid by Lessee, to pay Lessor for any amounts then remaining unpaid under the Lease; (iii) to reimburse Lessee for any sums previously paid by Lessee as damages hereunder; and (iv) the balance, if any, shall be retained by Lessor. Lessee will remain liable for any amounts that remain due after Lessor has applied such net proceeds. Termination of a Lease under this Section 19 shall not affect Lessee's duty to perform Lessee's obligations under such Lease to Lessor in full. Lessee agrees to reimburse Lessor on demand for any and all costs and expenses incurred by Lessor in enforcing its rights and remedies hereunder following the occurrence of a Default, including, without limitation, reasonable attorney's fees, the costs of repossession, storage, insuring, re-letting, selling and disposing of any and all Equipment, all pre-judgment and post-judgment actions taken by Lessor and all actions taken by Lessor in any bankruptcy proceeding involving the Lessee, the Equipment and/or any Guarantor and Lessor's internal administration costs. Lessor's remedies under the Lease shall not be deemed exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available at law or equity. Waiver of any default or breach of the Lease shall not be construed as a waiver of subsequent or continuing defaults or breaches.

20. LESSEE'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Lessee hereby represents, warrants and covenants to Lessor that with respect to this Master Lease and each Equipment Schedule executed hereunder:

(a) If Lessee is a corporation, partnership or other business entity, Lessee (i) is duly organized, validly existing and in good standing under the laws of its state of organization, (ii) is qualified to do business in every jurisdiction in which such qualification is necessary and where the Equipment is located, (iii) has the power and authority to own its properties and carry on its business as now being conducted and to execute and perform this Master Lease and each Lease, and (iv) has duly authorized the execution, delivery and performance of this Master Lease and each Lease;

(b) No approval is required from any regulatory body, board, authority or commission, nor from any other administrative or governmental agency with respect to the execution and performance of this Master Lease or any Lease, or if required, such approval has been obtained;

(c) This Master Lease and each Lease constitutes the legal, valid and binding obligation of Lessee, enforceable in accordance with its terms, and the execution, delivery and performance hereof by Lessee will not violate any provision of any law, any order of any court or of any other

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

(d) All balance sheets, statements of profit and loss and other financial data that have been delivered to Lessor with respect to Lessee or any Guarantor (i) are complete and correct in all material respects, (ii) accurately present the financial condition of Lessee and such Guarantor as of the date, and the results of its operations for the periods for which, the same have been furnished, and (iii) have been prepared in accordance with generally accepted accounting principles consistently followed throughout the periods covered thereby; all balance sheets disclose all known liabilities, direct and contingent, as of their respective dates; and there has been no change in the condition of Lessee or any Guarantor, financial or otherwise, since the date of the most recent financial statements delivered to Lessor with respect to Lessee and such Guarantor, other than changes in the ordinary course of business, none of which changes has been materially adverse.

(e) No mortgage, deed of trust or other lien of any nature whatsoever which now covers or affects, or which may hereafter cover or affect, any property or interest therein of the Lessee, now attaches or hereafter will attach to the Equipment or in any manner affects or will affect adversely Lessor's right, title and interest therein;

(f) There are no suits or proceedings pending, or to the knowledge of Lessee, threatened, in any court or before any regulatory commission, board or other administrative governmental agency against or affecting Lessee or any Guarantor, which will have a material adverse effect on the financial condition or business of Lessee or such Guarantor.

(g) All information concerning the financial condition and business operation of Lessee submitted to Lessor pursuant to this Master Lease or any Equipment Schedule shall be true and correct;

(h) Lessee will furnish Lessor (a) within one hundred (100) days after the end of each fiscal year, a copy of Lessee's financial statements for such fiscal year prepared by an independent certified public accountant and (b) within forty-five (45) days after the end of each fiscal quarter, the internal financial statements of Lessee as at the end of such fiscal period, including a balance sheet and income statement, all prepared in accordance with generally accepted accounting principles consistently applied, uns audited but certified to be true and accurate, subject to normal year-end adjustments, by Lessee's principal executive officer or its principal financial officer. In addition, Lessee shall promptly inform Lessor of any Default (as defined herein) or any events or changes in the financial condition of the Lessee which may result in a material adverse change in Lessee's financial condition; and

(i) Lessee will not change its state of incorporation or organization or its name as it appears in official filings in the state of its incorporation or organization without giving Lessor at least 10 days prior notice

21. ASSIGNMENT. LESSEE MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR ITS INTEREST IN THIS LEASE. Lessor may, without notifying Lessee, sell, assign, or transfer this Lease and Lessor's rights to the Equipment. Lessee agrees that the new owner will have the same rights and benefits that Lessor has now under this Lease but not Lessor's obligations. The rights of the new owner will not be subject to any claim, defense or set-off that Lessee may have against Lessor. Upon request, Lessee will acknowledge in writing its receipt of notice of any such assignment.

22. SEVERABILITY. Any provision of this Master Lease or any Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition and unenforceable without invalidating the remaining provisions hereof. To the extent permitted by applicable law, Lessee hereby waives any provision of law that prohibits or renders unenforceable any provisions hereof in any respect.

23. NOTICES. All notices, reports, demands and other documents provided for herein shall be deemed to have been given or made when

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

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

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

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

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

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

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

3i International

By: *Sharon Martin*
Print Name: Attorney in Fact
Print Title: Sharon Martin
Date: Team Leader

Neighbors Health System Inc.

By: *[Signature]*
Print Name: John Decker
Print Title: CEO
Date: _____

AMENDMENT TO MASTER EQUIPMENT LEASE AGREEMENT

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

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

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

PRELIMINARY STATEMENTS

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

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

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

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

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


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

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

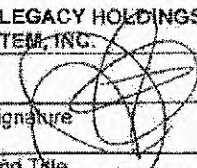
IN WITNESS WHEREOF, the parties have executed this Amendment as of November 6, 2015.

Accepted:

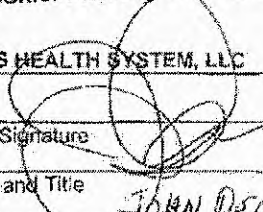
ALL POINTS SOLUTION, INC. DBA 3I INTERNATIONAL

Lessor
X 
Authorized Signature
Dara Rapillo
Print Name and Title
Senior Account Manager

NEIGHBORS LEGACY HOLDINGS, INC. FKA NEIGHBORS HEALTH SYSTEM, INC.

Lessee
X 
Authorized Signature
Print Name and Title **John Decker / CFO**

NEIGHBORS HEALTH SYSTEM, LLC

Co-Lessee
X 
Authorized Signature
Print Name and Title **JOHN Decker / CFO**



SECRETARY'S CERTIFICATE

SECRETARY'S CERTIFICATE RELATING TO INCUMBENCY AND CORPORATE RESOLUTIONS

The undersigned, Dharmesh Patel Secretary of

Neighbors GP, LLC a Texas limited liability company (the "Company") hereby certifies as follows:

1. I am the duly elected, qualified and acting Secretary of the Company and have the custody of the Company's records and minutes.
2. The following named individuals: (a) have been properly elected or appointed to the offices indicated below; (b) currently hold such office at this time; and (c) have provided the specimen signatures appearing beside their names.

Name	Title	Specimen Signature
<u>Setul Patel</u>	Director	
<u>John Decker</u>	Director	

3. The following resolutions were duly adopted by the Board of Directors of the Company and remain in effect as of the date of this Certificate:

RESOLVED, that certain limited partnerships in which the Company acts as the General Partner (including those listed on Exhibit A hereto, and others that may be formed subsequently), may from time to time enter into a Master Equipment Lease Agreement ("MELA") with All Points Solution, Inc. dba 3i International ("3i"), including one or more Equipment Lease Schedules ("Schedules") thereto for office equipment (collectively, the MELA and each Schedule are referred to herein individually as a "Lease" and collectively as "Leases"); and

RESOLVED, that the Company (through its duly authorized Directors/Officers) shall sign the Leases on behalf of the limited partnerships; and

RESOLVED, that Setul Patel and John Decker, whose titles and specimen signatures are set forth above, are duly authorized to sign and deliver agreements and other documents related to the Leases on behalf of the Company; and

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

4. I am one of the duly authorized officers of the Company that make certificates on its behalf and I have caused this certificate to be executed and the seal of the Company to be placed on this certificate this 1 day of September, 2015.

(Corporate Seal)



Secretary

Exhibit A to Secretary's Certificate

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

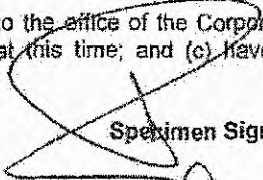
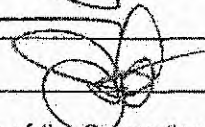
SECRETARY'S CERTIFICATE

**SECRETARY'S CERTIFICATE RELATING TO
INCUMBENCY AND CORPORATE RESOLUTIONS**

The undersigned, DHARMESH PATEL Secretary of

Neighbors Legacy Holdings, Inc. a Texas corporation (the "Corporation") hereby certifies as follows:

1. I am the duly elected, qualified and acting Secretary of the Corporation and have the custody of the corporate records, minutes and corporate seal.
2. The following named individuals: (a) have been properly elected to the office of the Corporation indicated below as of November 6, 2015; (b) currently hold such office at this time; and (c) have provided the specimen signatures appearing beside their names.

Name	Title	Specimen Signature
<u>Setul Patel</u>	President and CEO	
<u>John Decker</u>	CFO	

3. The following resolutions were duly adopted by the Board of Directors of the Corporation and remain in effect as of the date of this Certificate:

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

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

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

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

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

4. I am one of the duly authorized officers of the Corporation that make certificates on its behalf and I have caused this certificate to be executed and the seal of the Corporation to be placed on this certificate this 2 day of February, 2016.

(Corporate Seal)


Secretary Dharmesh Patel, M.D.

Exhibit A to Secretary's Certificate

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

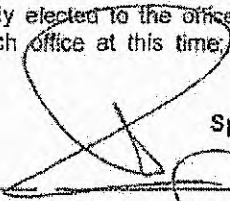
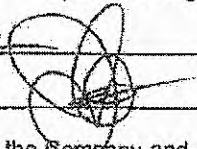
SECRETARY'S CERTIFICATE

SECRETARY'S CERTIFICATE RELATING TO INCUMBENCY AND COMPANY RESOLUTIONS

The undersigned, Dharnesh Patel Secretary of

Neighbors Health System, LLC a Texas limited liability company (the "Company") hereby certifies as follows:

1. I am the duly elected, qualified and acting Secretary of the Company and have the custody of its records, minutes and seal.
2. The following named individuals: (a) have been properly elected to the office of the Company indicated below as of November 6, 2015; (b) currently hold such office at this time; and (c) have provided the specimen signatures appearing beside their names.

Name	Title	Specimen Signature
<u>Setul Patel</u>	<u>CEO</u>	
<u>John Decker</u>	<u>COO</u>	

3. The following resolutions were duly adopted by the Board of Directors of the Company and remain in effect as of the date of this Certificate:

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

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

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

RESOLVED, that Setul Patel and John Decker, each a Director, are each duly authorized to sign and deliver agreements and other documents related to the Leases on behalf of the Company; and

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

4. I am one of the duly authorized officers of the Company that make certificates on its behalf and I have caused this certificate to be executed and the seal of the Company to be placed on this certificate this 2 day of February, 2016.

(Company Seal)


Secretary Dharnesh Patel, M.D.

Exhibit A to Secretary's Certificate

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

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

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

Master Equipment Lease Agreement Number: 41261960

Dated: September 14, 2015

Equipment Schedule Number: 41325209

Dated: 2/14/2016

Lessor: All Points Solution, dba 3I International

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

Lessee Federal Tax ID Number: XX XXXXX

Co-Lessee: Neighbors Health System, LLC

Co-Lessee Federal Tax ID Number: XX XXXXX

Co-Lessee: NEG McAllen Emergency Center, LP

Co-Lessee Federal Tax ID Number: XX XXXXX

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

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

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

EQUIPMENT AND LEASE INFORMATION


SUPPLIER INFORMATION	Supplier Name ("SUPPLIER") All Points Solutions, Inc.		Supplier Phone Number 832-494-1412	
	Street Address/City/State/Zip 10100 W. Sam Houston Pkwy S., Suite 340, Houston, TX 77099			
EQUIPMENT DESCRIPTION	Equipment Description		Quantity	Serial Number
	See Attached Schedule A			
EQUIPMENT LOCATION	Street Address/City/County/State/Zip 6700 N. 10th Street, McAllen, TX 78504			
TERM AND PAYMENT SCHEDULE	LEASE TERM		RENTAL AMOUNT	
	Term in Months: 63		\$ 3,800.00 (plus applicable taxes) Rental Payment Period is Monthly Unless Otherwise Indicated	
	Copy Allowance: BW copy: N/A Color copy: N/A Scan: N/A Other: N/A		Overage Copy Charge: BW copy: N/A Color copy: N/A Scan: N/A Other: N/A	
Meter Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual				

(SIGNATURE PAGE FOLLOWS)


ALL POINTS SOLUTION, INC. DBA 3I INTERNATIONAL

By: 
Name: A. Decker
Title: Tram Lease AC


CO-LESSEE: NEIGHBORS HEALTH SYSTEM, LLC

By: 
(Must Be Signed by Authorized Corporate Officer, Partner or Proprietor)
Name: John Decker
Title: CFO

NEIGHBORS LEGACY HOLDINGS, INC. fka
NEIGHBORS HEALTH SYSTEM, INC.

By: 
(Must Be Signed by Authorized Corporate Officer, Partner or Proprietor)
Name: John Decker
Title: CFO

CO-LESSEE: NEC McAllen Emergency Center, LP

By: 
By: NEIGHBORS GP, LLC, as "General Partner"
(Must Be Signed by Authorized Corporate Officer, Partner or Proprietor)
Name: John Decker
Title: CFO

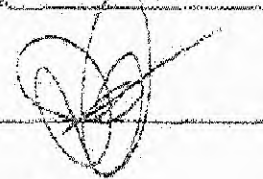
Neighbors Legacy Holdings, LLC
 NEC McAllen Emergency Center, LP
 Lease#11325209

Schedule A

Product ID	Description	Quantity	Serial#	Location	Address
150-01575	Microsoft Office 2013 Home & Business 32/64-bit - 1 Machine - Office Tool - PC - English	12		NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
150-305850	AMD FirePro 2160	1		NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
0647383	Lenovo - Tiny Sandwich Kit - System Mounting Bracket	4		NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
960-000764	Logitech HD Pro Webcam C920 - web camera	1		NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
920-000070	Logitech Wireless Keyboard w/Touchpad K400	1		NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
10-FLX2-400-PO75	RevoLabs FLX2	1		NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
10B0011MUS	Lenovo - ThinkCentre M73z - i5 core	2	M033F0VV M033FCVY	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
10B0011TUS	Lenovo - ThinkCentre M73z - i7-4790S	4	M033HYS8 M033HYS7 M033J0GD M033J0S1	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
5W50082050	Lenovo - ePac Onsite Warranty 4 yrs Parts/Labor	5		NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
5W50080905	Lenovo - TopSeller ePac Priority Support 4 years	5		NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
200F0030US	Lenovo - ThinkPad S550 i5-6 754GB SSD 6B	1	PF03C7WV	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
5W50063226	Lenovo - TopSeller ePac Priority Support 4 years	1		NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
5W50063194	Lenovo - ePac Onsite Warranty 4 yrs Parts/Labor	1		NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
10AL0301US	Lenovo - ThinkCentre M8315-4590	1	M033GK14	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
5W50053513	Lenovo - ePac Onsite Warranty 4 yrs Parts/Labor + Tech Instl (CRJ)	1		NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
10A00291US	Lenovo - ThinkCentre M99z - Tiny desktop Core i5-4570T/2.9 GHz	2	M033GZ2H M033GZ3J	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
10A00040US	Lenovo - ThinkCentre M99z - i5-4590T - Tiny desktop	2	M033QV3V M033QV2E	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
5W50080912	Lenovo - ePac Onsite Warranty 4 yrs Parts/Labor + Tech Instl (CRJ)	2		NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
5W50082255	Lenovo - TopSeller Onsite Warranty 4 years Parts/Labor	2		NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
NEC587L	ASUS V196TL - LED monitor	1		NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
U2413	Dell UltraSharp U2413	2		NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
UM-BV5AA-200	Acer V176L 17" LCD monitor	1		NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
ASA5506-SEC-5UN-K9	Cisco ASA 5506-X Firewalls Edition w/ Security Plus w/ SmartNET 24x7x7	2		NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
SRW2048-K9-KA	Cisco Small Business SG300-S1 - switch - 52 ports w/ SmartNET 24x7x7	3		NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
AIR-CT2504-S-W3	Cisco 2504 Wireless Controller - Network management device - 4 ports - 5 access points	1		NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
AIR-CT1502I-A-K9	Cisco Airont 1602i Controller-based - Wireless access point - 802.11a/b/g/n - Dual Band	3		NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
AIR-CT2504-BMIN7	Cisco 2504 Wireless Controller Rack Mount Bracket	1		NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
55300-10MFP-K9-NA	Cisco SG300-10MFP 10 Port Gigabit Max - PoE manage switch w/ SmartNET 24x7x7	1		NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
WS-C3546CX-BTC-S	Cisco Catalyst 3546-CX 8 Port DATA IP w/ SmartNET 24x7x7	2		NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
CON-SNTP-ASA5506	SMARTnet 24x7x4	2		NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
CON-SNTP-SW004NA	SMARTnet 24x7x4	3		NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
CON-SNTP-CT255	SMARTnet 24x7x4	1		NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
CON-SNTP-C1502IA	SMARTnet 24x7x4	3		NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
CON-SNTP-SG3001NA	SMARTnet 24x7x4	1		NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
CON-SNTP-WSC387CS	SMARTnet 24x7x4	2		NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
POUMH15	Tripp Lite PDU Metered 120V 15A 5-15R 13 Outlet	4		NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
N252-048	Tripp Lite N252-048 48 Port 2U Rackmount Cat6 Patch Panel	1		NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
SMART2200RMX2U	Tripp Lite 2200VA 1920W UPS Smart Rackmount	1		NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
BPA3V24-2U	Tripp Lite Smart UPS 48V 48 Ah External Battery	1		NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
CABSCREW5MS	StarTech.com 500px MC Mounting Screws and Cage Nuts for rack cabinets	3		NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504

RKLCDBK1	StarTech.com Universal Swivel VESA LCD	1	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
S4431USBAE	StarTech.com 4 Port Back Mountable USB KVM Switch with Audio & USB 3.0 Hub	1	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
S4431RACK	StarTech.com 1U Back Mount Brackets for KVM Switch (S1431 Series)	1	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
S4USB2A1_6	StarTech.com 2-in-1 USB KVM Cable	4	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
HHC4-1	Middle Atlantic HHC4-1	5	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
HHC4-2	Middle Atlantic HHC4-2	1	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
VS181BT	ATEN VS181BT 8 Port HDMI Over Single Cat5 Splitter	4	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
VE61LR	ATEN VE61LR HDMI Over Single Cat5 Receiver	52	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
A3LS80-07-PUR-S	Belkin Cat6 Patch Cable 7' - Purple	12	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
A3LS80-03-PUR	Belkin Cat6 Patch Cable 3' - Purple	3	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
A3LS80-05-ORG-S	Belkin Cat6 Patch Cable 5' - Orange	3	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
A3LS80-04-RED-S	Belkin Cat6 Patch Cable 4' - Red	2	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
A3LS80-07-RED-S	Belkin Cat6 Patch Cable 7' - Red	1	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
6655061	APC BackUPS 660VA	8	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
6615006	APC BackUPS 6500	2	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
54326	Cable Matters DisplayPort to HDMI 6 feet cable	2	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
54301	Cable Matters Mini DisplayPort to DisplayPort 5 feet cable	2	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
55782	HDMI Cable 3'	20	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
VS23E-4P	Asus VS23EH-P 23inch Full HD LED Monitor	20	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
631-C1	VIZIO 63" CL - 32" Class (31.5" viewable) J-E Series LED TV - Smart TV - 800p	6	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
640-C2	Vizio E Series 40" LED 1080p	3	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
650-C1	Vizio E Series 50" LED 1080p	2	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
90340	VELLICO One Wrap roll 12' x 3/4" - 90340	10	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
91372	VELLICO One Wrap roll 36" x 1 1/2" - 91372	5	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
5111596206	3M Dual Lock Reclosable Fastener TB3550 Black	3	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
801577	Everbilt #6 x 1/2 inch Pan head Phillips drive 100 pieces	1	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
601561	Everbilt #6 x 1/2 inch Flat head Phillips drive 100 pieces	1	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
23216	EC Ancor Stud Bolter #7 x 1 1/4 inch Phillips drive Drywall anchors 50 pack	1	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
CT-145-8K	Commercial Electric 14 inch Black Cable Ties 150 pack	1	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
SBSHE142P	Tripp Lite Rackmount shelf	1	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
ACK730P6-MRP	Adesso ACK730P6-MRP - Backmount Keyboard with Touchpad	1	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
TD2	Middle Atlantic TD2 Space Heavy Duty Rack Shelf	1	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
Document Management	Document Management - M-Files	10	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504
Professional Services	Professional Services/Document Management	10	NEC McAllen Emergency Center, LP	6700 N. 10th Street, McAllen, TX 78504

Name: John Beckler

Signature: 

Date: 2/4/16

DELIVERY AND ACCEPTANCE CERTIFICATE

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


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

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

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

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

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

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

MASTER EQUIPMENT LEASE AGREEMENT

50 Briar Hollow, Suite 600, Houston, TX 77027

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

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

This MASTER EQUIPMENT LEASE AGREEMENT ("Master Lease") is made this September 14, 2015 by and between **3i International** ("Lessor") and the Lessee referenced above ("Lessee"). The parties agree as follows:

1. MASTER LEASE. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment, software, fixtures, personal property and/or other property described in each schedule ("Equipment Schedule") from time to time signed by Lessor and Lessee that incorporates this Master Lease by reference (such property together with all replacements, repairs, additions and accessions thereto being referred to herein as the "Equipment"). Each Equipment Schedule that incorporates this Master Lease is sometimes hereinafter referred to as a "Lease." Each Lease shall constitute an agreement separate and distinct from this Master Lease and any other Lease. In the event of a conflict between the terms and conditions of an Equipment Schedule and the terms and conditions of this Master Lease, the terms and conditions of the Equipment Schedule shall govern, but only with respect to the corresponding Lease

2. TERM. The obligations of the parties shall commence upon the full execution of this Master Lease and shall continue until each party has satisfied their respective obligations in this Master Lease and under each Lease. The "Lease Term" for each Lease shall commence on the date Lessee accepts the Equipment by executing a Delivery and Acceptance Certificate ("Commencement Date") and, unless terminated earlier as provided in the Lease, shall continue for the number of months specified in the Equipment Schedule from the first Rental Due Date (as defined below). If the Equipment Schedule provides for a Renewal Option, the Lease Term shall include any Renewal Term(s) selected by the Lessee and/or any other extension as provided in the Lease.

3. RENT; ADJUSTMENTS. Lessee agrees to pay Lessor rent for the Equipment, in the amount specified in the Equipment Schedule ("Rent"), due and payable on each Rental Due Date during the Lease Term without notice or demand, and any other charges, advances or reimbursements due Lessor pursuant to the Lease, due upon demand by Lessor from time to time. Lessee further agrees to pay Lessor, on the first Rental Due Date, interim rent for any partial first month during the Lease Term in an amount equal to 1/30th of the Rent for each day from and including the Commencement Date to and excluding the first Rental Due Date. The first Rent payment is due on or before the Commencement Date, as invoiced by Lessor, unless the Equipment Schedule is specified that zero (0) advance payments are due, in which case the first Rent payment will be due on the date specified by Lessor in the month following the Commencement Date, and the remaining Rent payments will be due on the same day of each subsequent month. Lessee authorizes Lessor to adjust the Rent payment up or down by not more than 15% if the total amount paid by Lessor for the purchase, delivery and installation of the Equipment, including any trade-up and buyout amounts (the "Total Cash Price") differs from the originally estimated and documented price thereof. Lessee further authorizes Lessor to increase the Rent payment, if the Commencement Date occurs after the date Lessor approved Lessee's application for the relevant Lease, to reflect any increase (i) from the date of such approval and (ii) to the Commencement Date in the interest rate swaps ("Swaps Rate") that most-closely approximates the term of such Lease (determined as of the last day in the week ending prior to each of such

dates). The Swaps Rate is published in the Federal Reserve Statistical release H.15 and can be found at <http://www.federalreserve.gov/releases/h15/update/>. The Rent payment will be a fixed amount for the term of the Lease. All Rent shall be payable to Lessor and delivered to Lessor's office or such other place as Lessor may designate in writing at any time. An advance Rent payment shall be applied as the first Rent payment under the Lease. If more than one Rent payment is made by Lessee in advance, the second (and any other advance Rent payment) shall be applied to rental payments scheduled under the Lease in inverse order of maturity. Should Lessee fail to pay any part of any Rent within 3 days of its due date, Lessor shall (a) impose a late charge equal to 10% of the amount of the late payment or \$20, whichever is greater, and (b) commencing 30 days after any such payment is due under the Lease, assess interest on such delinquent payment until paid at the rate of 1.5% per month. However, if such late charge and/or interest exceeds the maximum amount of interest permitted by applicable law, such excess shall be reduced to the maximum rate permitted by law. **IF THE LEASE IS REPLACING AN EXISTING LEASE, THE NEW RENT PAYMENT WILL INCLUDE THE BALANCE OF THAT LEASE AND RESULT IN A GREATER AGGREGATE COST TO LESSEE.**

4. NET LEASE; RENT PAYMENTS ABSOLUTE. Each Lease is a net lease and Lessee's obligations to pay Rent in full when due are absolute and unconditional and shall not be subject to any abatement, reduction, set off, counterclaim, recoupment, defense or other right which Lessee may have or assert against Lessor, the supplier of the Equipment or any other person or entity

5. DELIVERY AND INSTALLATION. Lessee will select the Equipment to meet its specifications and, in reliance thereon, Lessor will order such Equipment from the supplier(s) specified by Lessee or, if Lessee has previously entered into a purchase order or supply contract, such purchase order or supply contract shall be deemed assigned to Lessor upon execution of the relevant Equipment Schedule. Upon delivery and acceptance by Lessee of the Equipment designated in an Equipment Schedule, Lessee will execute and deliver to Lessor a Delivery and Acceptance Certificate. Lessee shall make all delivery arrangements with each supplier and, at Lessee's expense, will pay all transportation, packing, taxes, duties, installation, testing and other charges in connection with the delivery, installation and acceptance of the Equipment. Lessor shall have no liability to Lessee for delivery delays or failure of the supplier to deliver goods meeting the purchase order specifications. Lessee is hereby authorized to act as Lessor's agent in inspecting, accepting and rejecting delivery of Equipment, provided that all claims asserted by any supplier by reason of Lessee's rejection of any goods shall be Lessee's sole responsibility to defend, resolve and pay.

6. DISCLAIMER OF WARRANTIES. Lessee acknowledges that Lessor is not the manufacturer or supplier of the Equipment, and is not the agent of any such manufacturer or supplier. No representation or promise made by any manufacturer or supplier of the Equipment will be deemed made by or binding upon Lessor. **LESSOR MAKES NO**

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

7. ASSIGNMENT OF WARRANTY RIGHTS. Lessor hereby assigns to Lessee, for the Lease Term, any manufacturer's and/or supplier's warranties with respect to the Equipment and, provided no Default has occurred and remains uncured, Lessee is hereby authorized to enforce such warranties, in its name, at Lessee's sole expense.

8. TITLE. Title to the Equipment shall remain solely with Lessor. No right, title or interest in or to the Equipment shall pass to Lessee other than the right to possess and use the Equipment for the Lease Term and such transfer is conditioned upon Lessee's compliance with the terms and conditions of the Lease. Lessee, at its expense, will defend Lessor's title to the Equipment and will keep the Equipment free from all claims, liens, encumbrances and legal processes of Lessee's creditors and other parties, except for those claims created by or through Lessor. At Lessor's request, Lessee shall affix identification plates or markings to the Equipment clearly indicating Lessor's ownership. If any Lease is deemed to be a lease intended for security, to secure Lessee's obligations under such Lease and under all other indebtedness at any time owing by Lessee to Lessor, Lessee grants to Lessor a first priority security interest in the Equipment subject to such Lease and any and all proceeds from the use, rental or sale of such Equipment. **LESSEE IRREVOCABLY AUTHORIZES LESSOR TO FILE A COPY OF THIS LEASE AND/OR ANY OTHER DOCUMENT AS A FINANCING STATEMENT AND APPOINT LESSOR OR ITS DESIGNEE AS LESSEE'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON LESSEE'S BEHALF, IF REQUIRED, SUCH FINANCING STATEMENTS COVERING THE EQUIPMENT AS LESSOR MAY DEEM NECESSARY AND REIMBURSE LESSOR FOR COST OF SUCH FILINGS AND LIEN SEARCHES**

9. PERSONAL PROPERTY. All items of Equipment shall at all times be and remain personal property notwithstanding that any such Equipment may now or hereafter be affixed to realty. Lessee, at its expense, shall obtain all such waivers as Lessor may reasonably require to assure Lessor's title and interest in, access to and right to remove the Equipment.

10. USE, LOCATION AND INSPECTION OF EQUIPMENT. So long as Lessee is not in Default under the Lease, Lessee shall be entitled to possess and use the Equipment for its business purposes in conformity with all applicable laws, ordinances, regulations, the requirements of all applicable insurance policies and of any applicable manufacturer's or supplier's warranties. Lessee shall bear all costs in connection with the operation and maintenance of the Equipment. The Equipment shall be delivered, at Lessee's direction and responsibility, to the location specified in the Equipment Schedule and shall not thereafter be removed from such location without the advance written consent of Lessor. Lessor shall have the right from time to time during Lessee's normal business hours to enter upon Lessee's premises or elsewhere for the purpose of confirming the existence, condition or proper maintenance of the Equipment. Lessee shall not, except with Lessor's prior written consent, part with possession or control of the Equipment or dispose of or encumber any interest in the Equipment or under the Lease.

11. TAXES AND FEES. Lessee will pay all excise taxes, sales and use taxes, personal property taxes, and all other taxes and charges which may be imposed by any governmental entity during the term of this

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

12. RISK OF LOSS. Lessee is responsible for any loss, theft or destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to Lessor at the end of this Lease. Lessee is required to make all Rent Payments even if there is a Loss. Lessee must notify Lessor in writing immediately of any Loss. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, (b) replace such Equipment with like equipment in good repair, condition and working order acceptable to Lessor, with clear title to such replacement equipment vested in Lessor, or (c) pay Lessor the amounts specified in Section 19 below.

13. MAINTENANCE, REPAIRS AND ALTERATIONS. Lessee shall, at its expense, keep all of the Equipment in good repair, condition and working order and shall furnish all required parts and servicing so that the value and condition of the Equipment will be maintained and preserved, reasonable wear and tear excepted. Lessee shall not, without the written approval of Lessor, make any alterations or modifications to the Equipment except for upgrades that do not impair the value, utility or marketability of the Equipment. All such alterations, modifications or upgrades will become part of the Equipment and Lessor's property, without charge, free of any liens or encumbrances. Lessee shall keep software that is part of any Equipment current with all updates, revisions, upgrades and maintenance fixes, whether obtained from the supplier, Lessor or any other source.

14. INSURANCE. Lessee shall provide and maintain at its expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming Lessor as loss payee, and (b) public liability insurance in a minimum amount of one million dollars and third party property insurance, in each instance naming Lessor as an additional insured. Lessee shall provide to Lessor certificates or other evidence of such insurance when requested. Such insurance will be in a form, amount (including the minimum amount for public liability insurance stated above) and with companies acceptable to Lessor, and will provide that Lessor will be given 30 days advance notice of any cancellation or material change of such insurance. Lessor reserves the right to reject Lessee's insurance carrier for reasonable cause. **IF LESSEE DOES NOT GIVE LESSOR EVIDENCE OF INSURANCE ACCEPTABLE TO LESSOR, LESSOR HAS THE RIGHT, BUT NOT THE OBLIGATION, TO OBTAIN INSURANCE COVERING LESSOR'S INTEREST IN THE EQUIPMENT FOR THE TERM OF THIS LEASE, INCLUDING ANY RENEWAL OR EXTENSIONS, LESSOR MAY ADD THE COSTS OF ACQUIRING AND MAINTAINING SUCH INSURANCE AND LESSOR'S FEES FOR LESSOR'S SERVICES IN PLACING AND MAINTAINING SUCH INSURANCE (COLLECTIVELY, "INSURANCE CHARGE"), ON WHICH LESSOR MAY EARN A PROFIT, TO THE AMOUNTS DUE FROM LESSEE UNDER THIS LEASE.** Such insurance may duplicate coverage provided under Lessee's existing policy. Lessee will pay the Insurance Charge in equal installments allocated to the remaining Rent payments. Nothing in this Lease will create an insurance relationship of any type between Lessor and any other person. Lessee acknowledges that Lessor is not required to secure or maintain any insurance, and Lessor will not be liable to Lessee if Lessor terminates any insurance coverage that Lessor arranges. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims for, receive payment of, and execute and endorse all documents, checks, or drafts issued with respect to any Loss under any insurance policy relating to the Equipment.

15. RETURN OF EQUIPMENT; RESTOCKING FEE. Upon expiration, cancellation or termination of the Lease Term, or upon Lessor's demand after a Default, all, but not less than all, of the Equipment shall be immediately returned to Lessor as provided herein unless (a) Lessee has exercised a purchase option provided hereunder or (b) Lessor has

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

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

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

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

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

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

that become due under this Lease; (c) Lessor may require Lessee to deliver the Equipment to Lessor as set forth herein and terminate use of any software component of the Equipment; (d) Lessor or its agent may peacefully repossess the Equipment without court order and Lessee will not make any claims against Lessor for damages or trespass or any other reason; and (e) remedy such Default including making repairs or modifications to the Equipment, for the account and expense of Lessee, and Lessee agrees to reimburse Lessor for all of Lessor's costs and expenses; (f) apply any deposit or other cash collateral or sale or remarketing proceeds of the Equipment at any time to reduce any amounts due to Lessor; and (g) exercise any other right or remedy which may be available to Lessor under applicable law. Notice of Lessor's intention to accelerate, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor, or any other notice whatsoever are hereby waived by Lessee and any Guarantor. Interest on all unpaid balances more than thirty days past due shall accrue at the lesser of 1.5% per month, or the maximum rate allowed by law, until paid in full. The exercise of any of the foregoing remedies by Lessor will not constitute a termination or cancellation of the Lease unless Lessor so notifies Lessee in writing. At any sale of the Equipment pursuant to this Section 19, Lessor may bid for the Equipment. Notice required, if any, of any sale or other disposition hereunder by Lessor shall be satisfied by the mailing of such notice to Lessee at least ten (10) days prior to such sale or other disposition. In the event Lessor takes possession and disposes of the Equipment, the proceeds of any such disposition shall be applied in the following order: (i) to all of Lessor's costs, charges and expenses incurred in taking, removing, holding, repairing and selling or leasing the Equipment and/or otherwise enforcing Lessor's rights hereunder; (ii) to the extent not previously paid by Lessee, to pay Lessor for any amounts then remaining unpaid under the Lease; (iii) to reimburse Lessee for any sums previously paid by Lessee as damages hereunder; and (iv) the balance, if any, shall be retained by Lessor. Lessee will remain liable for any amounts that remain due after Lessor has applied such net proceeds. Termination of a Lease under this Section 19 shall not affect Lessee's duty to perform Lessee's obligations under such Lease to Lessor in full. Lessee agrees to reimburse Lessor on demand for any and all costs and expenses incurred by Lessor in enforcing its rights and remedies hereunder following the occurrence of a Default, including, without limitation, reasonable attorney's fees, the costs of repossession, storage, insuring, re-letting, selling and disposing of any and all Equipment, all pre-judgment and post-judgment actions taken by Lessor and all actions taken by Lessor in any bankruptcy proceeding involving the Lessee, the Equipment and/or any Guarantor and Lessor's internal administration costs. Lessor's remedies under the Lease shall not be deemed exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available at law or equity. Waiver of any default or breach of the Lease shall not be construed as a waiver of subsequent or continuing defaults or breaches.

20. LESSEE'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Lessee hereby represents, warrants and covenants to Lessor that with respect to this Master Lease and each Equipment Schedule executed hereunder:

(a) If Lessee is a corporation, partnership or other business entity, Lessee (i) is duly organized, validly existing and in good standing under the laws of its state of organization, (ii) is qualified to do business in every jurisdiction in which such qualification is necessary and where the Equipment is located, (iii) has the power and authority to own its properties and carry on its business as now being conducted and to execute and perform this Master Lease and each Lease, and (iv) has duly authorized the execution, delivery and performance of this Master Lease and each Lease;

(b) No approval is required from any regulatory body, board, authority or commission, nor from any other administrative or governmental agency with respect to the execution and performance of this Master Lease or any Lease, or if required, such approval has been obtained;

(c) This Master Lease and each Lease constitutes the legal, valid and binding obligation of Lessee, enforceable in accordance with its terms, and the execution, delivery and performance hereof by Lessee will not violate any provision of any law, any order of any court or of any other

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

(d) All balance sheets, statements of profit and loss and other financial data that have been delivered to Lessor with respect to Lessee or any Guarantor (i) are complete and correct in all material respects, (ii) accurately present the financial condition of Lessee and such Guarantor as of the date, and the results of its operations for the periods for which, the same have been furnished, and (iii) have been prepared in accordance with generally accepted accounting principles consistently followed throughout the periods covered thereby; all balance sheets disclose all known liabilities, direct and contingent, as of their respective dates; and there has been no change in the condition of Lessee or any Guarantor, financial or otherwise, since the date of the most recent financial statements delivered to Lessor with respect to Lessee and such Guarantor, other than changes in the ordinary course of business, none of which changes has been materially adverse;

(e) No mortgage, deed of trust or other lien of any nature whatsoever which now covers or affects, or which may hereafter cover or affect, any property or interest therein of the Lessee, now attaches or hereafter will attach to the Equipment or in any manner affects or will affect adversely Lessor's right, title and interest therein;

(f) There are no suits or proceedings pending, or to the knowledge of Lessee, threatened, in any court or before any regulatory commission, board or other administrative governmental agency against or affecting Lessee or any Guarantor, which will have a material adverse effect on the financial condition or business of Lessee or such Guarantor;

(g) All information concerning the financial condition and business operation of Lessee submitted to Lessor pursuant to this Master Lease or any Equipment Schedule shall be true and correct;

(h) Lessee will furnish Lessor (a) within one hundred twenty (120) days after the end of each fiscal year, a copy of Lessee's financial statements for such fiscal year prepared by an independent certified public accountant and (b) within forty-five (45) days after the end of each fiscal quarter, the internal financial statements of Lessee as at the end of such fiscal period, including a balance sheet and income statement, all prepared in accordance with generally accepted accounting principles consistently applied, unaudited but certified to be true and accurate, subject to normal year-end adjustments, by Lessee's principal executive officer or its principal financial officer. In addition, Lessee shall promptly inform Lessor of any Default (as defined herein) or any events or changes in the financial condition of the Lessee which may result in a material adverse change in Lessee's financial condition; and

(i) Lessee will not change its state of incorporation or organization or its name as it appears in official filings in the state of its incorporation or organization without giving Lessor at least 10 days prior notice

21. ASSIGNMENT. LESSEE MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR ITS INTEREST IN THIS LEASE. Lessor may, without notifying Lessee, sell, assign, or transfer this Lease and Lessor's rights to the Equipment. Lessee agrees that the new owner will have the same rights and benefits that Lessor has now under this Lease but not Lessor's obligations. The rights of the new owner will not be subject to any claim, defense or set-off that Lessee may have against Lessor. Upon request, Lessee will acknowledge in writing its receipt of notice of any such assignment.

22. SEVERABILITY. Any provision of this Master Lease or any Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition and unenforceable without invalidating the remaining provisions hereof. To the extent permitted by applicable law, Lessee hereby waives any provision of law that prohibits or renders unenforceable any provisions hereof in any respect.

23. NOTICES. All notices, reports, demands and other documents provided for herein shall be deemed to have been given or made when

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

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

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

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

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

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

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

3i International
By: *Sharon Martin*
Print Name: Attorney in Fact
Print Title: Sharon Martin
Date: Team Leader

Neighbors Health System Inc.
By: *[Signature]*
Print Name: John Decker
Print Title: CEO
Date: _____

AMENDMENT TO MASTER EQUIPMENT LEASE AGREEMENT

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

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

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

PRELIMINARY STATEMENTS

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

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

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

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

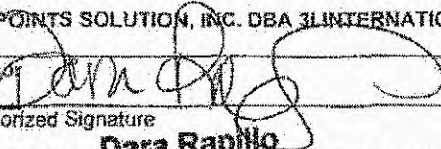
WHEREAS, the parties desire to amend the MELA to reflect the appropriate lessees thereto.

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

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

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

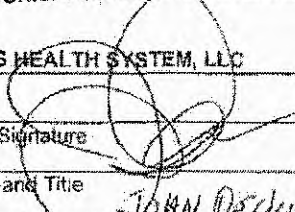
ALL POINTS SOLUTION, INC. DBA 3I INTERNATIONAL

Lessor
X 
Authorized Signature
Dara Rapillo
Print Name and Title
Senior Account Manager

NEIGHBORS LEGACY HOLDINGS, INC. FKA NEIGHBORS HEALTH SYSTEM, INC.

Lessee
X 
Authorized Signature
Print Name and Title **John Decker / CFO**

NEIGHBORS HEALTH SYSTEM, LLC

Co-Lessee
X 
Authorized Signature
Print Name and Title **John Decker / CFO**



SECRETARY'S CERTIFICATE

SECRETARY'S CERTIFICATE RELATING TO INCUMBENCY AND CORPORATE RESOLUTIONS

The undersigned, Dharmesh Patel Secretary of

Neighbors GP, LLC a Texas limited liability company (the "Company") hereby certifies as follows:

1. I am the duly elected, qualified and acting Secretary of the Company and have the custody of the Company's records and minutes.
2. The following named individuals: (a) have been properly elected or appointed to the offices indicated below; (b) currently hold such office at this time; and (c) have provided the specimen signatures appearing beside their names.

Name	Title	Specimen Signature
<u>Setul Patel</u>	<u>Director</u>	
<u>John Decker</u>	<u>Director</u>	

3. The following resolutions were duly adopted by the Board of Directors of the Company and remain in effect as of the date of this Certificate:

RESOLVED, that certain limited partnerships in which the Company acts as the General Partner (including those listed on Exhibit A hereto, and others that may be formed subsequently), may from time to time enter into a Master Equipment Lease Agreement ("MELA") with All Points Solution, Inc. dba 3i International ("3i"), including one or more Equipment Lease Schedules ("Schedules") thereto for office equipment (collectively, the MELA and each Schedule are referred to herein individually as a "Lease" and collectively as "Leases"); and

RESOLVED, that the Company (through its duly authorized Directors/Officers) shall sign the Leases on behalf of the limited partnerships; and

RESOLVED, that Setul Patel and John Decker, whose titles and specimen signatures are set forth above, are duly authorized to sign and deliver agreements and other documents related to the Leases on behalf of the Company; and

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

4. I am one of the duly authorized officers of the Company that make certificates on its behalf and I have caused this certificate to be executed and the seal of the Company to be placed on this certificate this 1 day of September, 2015.

(Corporate Seal)


Secretary

Exhibit A to Secretary's Certificate

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

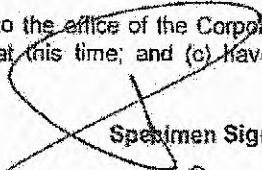
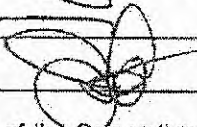
SECRETARY'S CERTIFICATE

**SECRETARY'S CERTIFICATE RELATING TO
INCUMBENCY AND CORPORATE RESOLUTIONS**

The undersigned, DHARMESH PATEL Secretary of

Neighbors Legacy Holdings, Inc. a Texas corporation (the "Corporation") hereby certifies as follows:

1. I am the duly elected, qualified and acting Secretary of the Corporation and have the custody of the corporate records, minutes and corporate seal.
2. The following named individuals: (a) have been properly elected to the office of the Corporation indicated below as of November 6, 2015; (b) currently hold such office at this time; and (c) have provided the specimen signatures appearing beside their names.

Name	Title	Specimen Signature
<u>Setul Patel</u>	<u>President and CEO</u>	
<u>John Decker</u>	<u>CFO</u>	

3. The following resolutions were duly adopted by the Board of Directors of the Corporation and remain in effect as of the date of this Certificate:

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

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

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

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

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

4. I am one of the duly authorized officers of the Corporation that make certificates on its behalf and I have caused this certificate to be executed and the seal of the Corporation to be placed on this certificate this 2 day of February, 2016.

(Corporate Seal)


Secretary Dharmesh Patel, M.D.

Exhibit A to Secretary's Certificate

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

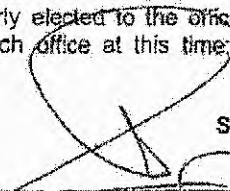
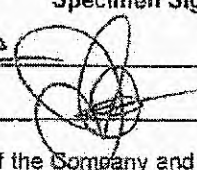
SECRETARY'S CERTIFICATE

SECRETARY'S CERTIFICATE RELATING TO INCUMBENCY AND COMPANY RESOLUTIONS

The undersigned, DHARMESH PATEL Secretary of

Neighbors Health System, LLC a Texas limited liability company (the "Company") hereby certifies as follows:

1. I am the duly elected, qualified and acting Secretary of the Company and have the custody of its records, minutes and seal.
2. The following named individuals: (a) have been properly elected to the office of the Company indicated below as of November 6, 2015; (b) currently hold such office at this time; and (c) have provided the specimen signatures appearing beside their names.

Name	Title	Specimen Signature
<u>Setul Patel</u>	<u>CEO</u>	
<u>John Decker</u>	<u>CFo</u>	

3. The following resolutions were duly adopted by the Board of Directors of the Company and remain in effect as of the date of this Certificate:

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

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

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

RESOLVED, that Setul Patel and John Decker, each a Director, are each duly authorized to sign and deliver agreements and other documents related to the Leases on behalf of the Company; and

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

4. I am one of the duly authorized officers of the Company that make certificates on its behalf and I have caused this certificate to be executed and the seal of the Company to be placed on this certificate this 2 day of February, 2016.

(Company Seal)



Secretary Dharmesh Patel, M.D.

Exhibit A to Secretary's Certificate

1. NEC Harlingen Emergency Center, LP
2. NEC Kingwood Emergency Center, LP
3. NEC Lakeline Emergency Center, LP
4. NEC Midland Emergency Center, LP
5. NEC Mueller Emergency Center, LP
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11. NEC Texas City Emergency Center, LP
12. NEC Tyler Emergency Center, LP
13. NEC Yorktown Emergency Center, LP
14. NEC Zaragoza Emergency Center, LP
15. Neighbors Physician Group, PLLC
16. Neighbors Practice Management, LLC
17. NEC Baytown Emergency Center, LP
18. NEC Beaumont Emergency Center, LP
19. NEC Bellaire Emergency Center, LP
20. NEC Crosby Emergency Center, LP
21. NEC Eastside Emergency Center, LP

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

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

Master Equipment Lease Agreement Number: 41261960

Dated: September 14, 2015

Equipment Schedule Number: 41261960

Dated: September 29, 2015

Lessor: All Points Solution, dba 3i International

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

Lessee Federal Tax ID Number: ~~XXXXXXXX~~

Co-Lessee: Neighbors Health System, LLC

Co-Lessee Federal Tax ID Number: ~~XX XXXXX~~

Co-Lessee: NEC Odessa Emergency Center, LP

Co-Lessee Federal Tax ID Number: ~~XX XXXXX X~~

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

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

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

EQUIPMENT AND LEASE INFORMATION:

SUPPLIER INFORMATION	Supplier Name ("SUPPLIER") All Points Solutions, Inc DBA 3i International		Supplier Phone Number 832-494-1412
	Street Address/City/State/Zip 10100 West Sam Houston Pkwy S # 340, Houston, TX, 77027		
EQUIPMENT DESCRIPTION	Equipment Description See Schedule A		Quantity
	Serial Number		
EQUIPMENT LOCATION	Street Address/City/County/State/Zip 2731 North Grandview Ave, Odessa, TX, 79762		
TERM AND PAYMENT SCHEDULE	LEASE TERM Term in Months 63		RENTAL AMOUNT \$ 3406.71 (plus applicable taxes) Rental Payment Period is Monthly Unless Otherwise Indicated
	Copy Allowance: B/W copy: N/A Color copy: N/A Scan: N/A Other: N/A		Overage Copy Charge: B/W copy: N/A Color copy: N/A Scan: N/A Other: N/A
Meter Frequency: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual			

[SIGNATURE PAGE FOLLOWS]

Equipment Schedule (Cost Per Copy) - OP MELA V5 01112018 (Neighbors Legacy Holdings, Inc.)

EXHIBIT "4"

ALL POINTS SOLUTION, INC. DBA 3I INTERNATIONAL

By: [Signature]
Dara Rapillo

Name: Senior Account Manager

Title: _____

NEIGHBORS LEGACY HOLDINGS, INC. fka
NEIGHBORS HEALTH SYSTEM, INC.

By: [Signature]
(Must Be Signed by Authorized Corporate Officer, Partner or Proprietor)

Name: Tina Decker

Title: CFO

CO-LESSEE: NEIGHBORS HEALTH SYSTEM, LLC

By: [Signature]
(Must Be Signed by Authorized Corporate Officer, Partner or Proprietor)

Name: Tina Decker

Title: CFO

CO-LESSEE: NEC Obessid Emergency Center, LP
By: NEIGHBORS GP, L.L.C. as "General Partner"

By: [Signature]
(Must Be Signed by Authorized Corporate Officer, Partner or Proprietor)

Name: Tina Decker

Title: CFO

Neighbors Health Systems, Inc.
 NEC Odessa Emergency Center, LP
 Lease Agreement # 41261960

Schedule A

Product ID	Description	Quantity	Location	Address
T50-01575	Microsoft Office 2013 Home & Business 32/64-bit	10	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
500-505850	Sapphire AMD FirePro 2460 - Graph cs card	1	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
3B473B3	Lenovo - Tiny Sandwich Kit - System Mounting Bracket	3	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
960-000764	Logitech HD Pro Webcam C920 - Web camera	1	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
920-003070	Logitech Wireless Touch Keyboard K400 - Keyboard	2	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
20DC003W05	Lenovo ThinkPad E490 20DC - Core i3 4005U / 1.7 GHz - Windows 7	1	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
10A-000X05	Lenovo - ThinkCentre M81 is 4590	1	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
13A-001005	Lenovo - ThinkCentre M92p 10AS - Tiny desktop	3	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
VE198TL	ASUS VE198TL - LED monitor - 19" - 1440 x 900	1	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
U2413	Dell UltraSharp U2413 - LED monitor - 24" - 1920 x	2	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
UM-BV6A-003	Acer V.76L 1bp - LED monitor - 17" - 1280 x 1024	1	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
PDU-M-115	Tripp Lite Single-Phase Metered PSU - Horizontal	4	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
N252-046	Tripp Lite RM Cat6 110 Patch Panel 568B-48 ports	1	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
N252-024	Tripp Lite Rackmount Cat6 110 Patch Panel 568B	1	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
SMART220DRM9L2U	Tripp Lite SmartPro - UPS - AC 120 V - 1.92 kW	1	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
BP48V24-2U	Tripp Lite External Battery Pack - UPS battery	1	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
CABSCREWSM5	Cabinet screws and nuts pack of 50 M5 mounting screws	2	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
RKLCD8KT	StarTech.com Universal Swivel LCD Monitor Mounting	1	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
SV431USBAE	StarTech.com 4 Port Rack Mountable USB KVM Switch	1	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
SV431RACK	StarTech.com 1U Rack Mount Brackets for KVM Switch	1	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
SVUS02M1_0	StarTech.com 2-in-1 USB KVM Cable	4	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
HHCM-1	Middle Atlantic HHCM-1 - Rack cable mgmt kit	5	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
HHCM-2	Middle Atlantic HHCM-2 - Rack cable mgmt kit	1	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
YS1818T	ATEA HDMI Over Single Cat 5 Splitter 8 port	4	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
V6R17R	Aren HDMI Over Single Cat 5 Receiver	32	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
BE650G1	APC Back-UPS 650 UPS-AC 120 V-390 Watt-8 output	8	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
BR1300G	APC Back-UPS 1500 VA Tower UPS - 1500 VA/R65 W - 120 V AC	2	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
54326	C2G 6ft DisplayPort Male to HD Male Adapter Cable	3	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
54301	C2G Mini Display Port Adapter Cable 1.3 meters	2	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
54335	Mini Display Port Male to Single Link DVI-D Male Adapter Cable	1	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
56782	C2G 3ft High Speed HDMI Cable with Ethernet	29	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
56781	C2G 6ft High Speed HDMI Cable with Ethernet	4	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
VS238H-P	Asus 23" LED LCD Monitor - 16:9 - 2 ms - Adjustable Display Angle - 1920 x 1080	18	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
640-C2	VIZIO E 40" 1080p LED-LCD TV - 16:9 - 120 Hz	3	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
660-C3	VIZIO E 60" 1080p LED-LCD TV - 16:9 - 120 Hz	4	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
60340	Velcro ONE WRAP Adhesive Straps - 0.75" Width x 12 ft Length	20	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
91372	Velcro One Wrap Roll 30" x 1.5'	3	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
S1111976206	3M Dual Lock Reclosable Fastener T63550	3	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
CT-145-BK	Nippon Labs 14" Standard Cable Ties Black 100pc bag	1	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
SRSHEL2P	Tripp Lite - 2U Wide - Black - 27 kg x Maximum Weight Capacity	2	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
CON-SMTP-ASASSCR9	SMARTnet 24x7x4	2	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
SRW2048-R9-NA	Cisco SG300-S2 Layer 3 Switch - 52 Ports - Manageable - 2 x Expansion Slots	3	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
CON-SMTP-SRW004NA	SMARTnet 24x7x4	3	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
AIR-CT2504-5-K9	Cisco Air 2504 Wireless LAN Controller - 4 x Network (RJ-45) - Rack-mountable	1	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762

CON-SNTP-CT255	SMARTnet 24x7x4	1	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
AIR-CAP-1602I-A-K9	CISCO Aironet 1602I Controller Based Wireless Access Point	3	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
CON-SNTP-C1602IA	SMARTnet 24x7x4	3	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
AIR-CT2504-RMNT	Cisco 2504 Wireless Controller Rack Mount Bracket	1	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
CON-SNTP-SG3011NA	SMARTnet 24x7x4	1	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
SW5008105B	Lenovo TopSeller Service - 4 Year - Warranty - On-site - Technical	8	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
WS-C3560CX-8TC-S	Cisco 3560CX-8TC-S Layer 3 Switch - 8 Ports	2	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
E32-C1	VIZIO E32-C1 - 32" Class (31.5" viewable) - E Series LED TV - Smart TV - 1080p	6	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
CON-SNTP-WSC38TCS	SMARTnet 24x7x4	2	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
ASA5506-SEC-BUN-K9	Cisco ASA 5506-X with FirePOWER Services - Security appliance - 8 ports bundled with license	2	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
SG300-10MPP-K9-NA	Cisco Small Business SG300-10MPP - Switch - L3 - managed - 8 x 10/100/1000 (PoE+)	1	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
SW50F63226	Lenovo - TopSeller ePac Priority Support 4 years	1	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
SW50F63194	Lenovo - ePac Onsite Warranty 4 yrs Parts/Labor	1	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
102003-6	Cable Matters Display Port to HDMI 6' Cable	3	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
101007-BLACK-6	Cable Matters Mini Display Port to Display Port 6' Cable	2	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
101010-BLACK-6	Cable Matters Mini Display Port to DVI 6' Cable	1	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
2S316	EZ Anchor Stud Solver #7 x 1 1/4" Phillips Drive Dry Wall Anchor QTY = 50	1	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
SW50D80913	Lenovo - ePac Onsite Warranty 4 yrs Parts/Labor + Tech Install CRU	1	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
SW50D80913	Lenovo - ePac Onsite Warranty 4 yrs Parts/Labor + Tech Install CRU	3	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
108C001NUS	Lenovo - ThinkCentre M73z, i5-4590S	8	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
SW50D8090S	Lenovo - TopSeller ePac Priority Support 4 years	8	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
20DF003PUS	Lenovo - ThinkPad E550 15.6 i5 8GB 500 GB	1	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
SW50F63226	Lenovo - TopSeller ePac Priority Support 4 years	1	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
SW50F63194	Lenovo - ePac Onsite Warranty 4 yrs Parts/Labor	1	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
SW50F63204	Lenovo - ePac Onsite Warranty 4 yrs Parts/Labor	1	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
SW50F63227	Lenovo - TopSeller ePac Priority Support 4 years	1	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
801572	Everbit #6 x 1" Flat Head Phillips 100 pieces	1	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
801352	Everbit #6 x 1/2" Flat Head Phillips Drive 100	1	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
208L0014US	Lenovo - ThinkPad X140e	1	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762
10-FLX2-Z00-POTS	Revolabs FLX2 Wireless Conference Phone	6	Odessa Emergency Center IT	2731 North Grandview Ave, Odessa, TX 79762

Name: _____

Sign: _____

Date: _____

DELIVERY AND ACCEPTANCE CERTIFICATE


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

LESSEE/CUSTOMER NAME: Neighbors Health System, Inc. - NEC Odessa Emergency Center, LP
AGREEMENT NUMBER: 41261960

On behalf of Lessee/Customer, I hereby certify that all of the equipment and other property referred to in the above referenced Agreement (the "Agreement") with All Points Solutions, Inc. dba 3i International (the "Lessor/Owner") has been delivered, inspected and is accepted by Lessee/Customer for all purposes of the Agreement. I acknowledge that the Lessor/Owner is not the manufacturer, supplier or dealer of the Equipment.

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

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

LESSEE/CUSTOMER SIGNATURE 	For Lessor/Owner Use Only (if applicable)
BY John Decker	Name of person verifying Delivery and Acceptance of Equipment:
PRINT NAME CFO	Signature of Employee who made telephone verification:
PRINT TITLE 713-436-5200	Date of Telephone Verification:
TELEPHONE NUMBER: 9/28/2015	
DATE 9-29-15	

MASTER EQUIPMENT LEASE AGREEMENT

50 Briar Hollow, Suite 600, Houston, TX 77027

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

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

This MASTER EQUIPMENT LEASE AGREEMENT ("Master Lease") is made this September 14, 20¹⁵ by and between 3i International ("Lessor") and the Lessee referenced above ("Lessee"). The parties agree as follows:

1. MASTER LEASE. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment, software, fixtures, personal property and/or other property described in each schedule ("Equipment Schedule") from time to time signed by Lessor and Lessee that incorporates this Master Lease by reference (such property together with all replacements, repairs, additions and accessions thereto being referred to herein as the "Equipment"). Each Equipment Schedule that incorporates this Master Lease is sometimes hereinafter referred to as a "Lease." Each Lease shall constitute an agreement separate and distinct from this Master Lease and any other Lease. In the event of a conflict between the terms and conditions of an Equipment Schedule and the terms and conditions of this Master Lease, the terms and conditions of the Equipment Schedule shall govern, but only with respect to the corresponding Lease.

2. TERM. The obligations of the parties shall commence upon the full execution of this Master Lease and shall continue until each party has satisfied their respective obligations in this Master Lease and under each Lease. The "Lease Term" for each Lease shall commence on the date Lessee accepts the Equipment by executing a Delivery and Acceptance Certificate ("Commencement Date") and, unless terminated earlier as provided in the Lease, shall continue for the number of months specified in the Equipment Schedule from the first Rental Due Date (as defined below). If the Equipment Schedule provides for a Renewal Option, the Lease Term shall include any Renewal Term(s) selected by the Lessee and/or any other extension as provided in the Lease.

3. RENT; ADJUSTMENTS. Lessee agrees to pay Lessor rent for the Equipment, in the amount specified in the Equipment Schedule ("Rent"), due and payable on each Rental Due Date during the Lease Term without notice or demand, and any other charges, advances or reimbursements due Lessor pursuant to the Lease, due upon demand by Lessor from time to time. Lessee further agrees to pay Lessor, on the first Rental Due Date, interim rent for any partial first month during the Lease Term in an amount equal to 1/30th of the Rent for each day from and including the Commencement Date to and excluding the first Rental Due Date. The first Rent payment is due on or before the Commencement Date, as invoiced by Lessor, unless the Equipment Schedule is specified that zero (0) advance payments are due, in which case the first Rent payment will be due on the date specified by Lessor in the month following the Commencement Date, and the remaining Rent payments will be due on the same day of each subsequent month. Lessee authorizes Lessor to adjust the Rent payment up or down by not more than 15% if the total amount paid by Lessor for the purchase, delivery and installation of the Equipment, including any trade-up and buyout amounts (the "Total Cash Price") differs from the originally estimated and documented price thereof. Lessee further authorizes Lessor to increase the Rent payment, if the Commencement Date occurs after the date Lessor approved Lessee's application for the relevant Lease, to reflect any increase (i) from the date of such approval and (ii) to the Commencement Date in the interest rate swaps ("Swaps Rate") that most-closely approximates the term of such Lease (determined as of the last day in the week ending prior to each of such

dates). The Swaps Rate is published in the Federal Reserve Statistical release H.15 and can be found at <http://www.federalreserve.gov/releases/h15/update/>. The Rent payment will be a fixed amount for the term of the Lease. All Rent shall be payable to Lessor and delivered to Lessor's office or such other place as Lessor may designate in writing at any time. An advance Rent payment shall be applied as the first Rent payment under the Lease. If more than one Rent payment is made by Lessee in advance, the second (and any other advance Rent payment) shall be applied to rental payments scheduled under the Lease in inverse order of maturity. Should Lessee fail to pay any part of any Rent within 3 days of its due date, Lessor shall (a) impose a late charge equal to 10% of the amount of the late payment or \$20, whichever is greater, and (b) commencing 30 days after any such payment is due under the Lease, assess interest on such delinquent payment until paid at the rate of 1.5% per month. However, if such late charge and/or interest exceeds the maximum amount of interest permitted by applicable law, such excess shall be reduced to the maximum rate permitted by law. **IF THE LEASE IS REPLACING AN EXISTING LEASE, THE NEW RENT PAYMENT WILL INCLUDE THE BALANCE OF THAT LEASE AND RESULT IN A GREATER AGGREGATE COST TO LESSEE.**

4. NET LEASE; RENT PAYMENTS ABSOLUTE. Each Lease is a net lease and Lessee's obligations to pay Rent in full when due are absolute and unconditional and shall not be subject to any abatement, reduction, set off, counterclaim, recoupment, defense or other right which Lessee may have or assert against Lessor, the supplier of the Equipment or any other person or entity.

5. DELIVERY AND INSTALLATION. Lessee will select the Equipment to meet its specifications and, in reliance thereon, Lessor will order such Equipment from the supplier(s) specified by Lessee or, if Lessee has previously entered into a purchase order or supply contract, such purchase order or supply contract shall be deemed assigned to Lessor upon execution of the relevant Equipment Schedule. Upon delivery and acceptance by Lessee of the Equipment designated in an Equipment Schedule, Lessee will execute and deliver to Lessor a Delivery and Acceptance Certificate. Lessee shall make all delivery arrangements with each supplier and, at Lessee's expense, will pay all transportation, packing, taxes, duties, installation, testing and other charges in connection with the delivery, installation and acceptance of the Equipment. Lessor shall have no liability to Lessee for delivery delays or failure of the supplier to deliver goods meeting the purchase order specifications. Lessee is hereby authorized to act as Lessor's agent in inspecting, accepting and rejecting delivery of Equipment, provided that all claims asserted by any supplier by reason of Lessee's rejection of any goods shall be Lessee's sole responsibility to defend, resolve and pay.

6. DISCLAIMER OF WARRANTIES. Lessee acknowledges that Lessor is not the manufacturer or supplier of the Equipment, and is not the agent of any such manufacturer or supplier. No representation or promise made by any manufacturer or supplier of the Equipment will be deemed made by or binding upon Lessor. **LESSOR MAKES NO**

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

7. ASSIGNMENT OF WARRANTY RIGHTS. Lessor hereby assigns to Lessee, for the Lease Term, any manufacturer's and/or supplier's warranties with respect to the Equipment and, provided no Default has occurred and remains uncured, Lessee is hereby authorized to enforce such warranties, in its name, at Lessee's sole expense.

8. TITLE. Title to the Equipment shall remain solely with Lessor. No right, title or interest in or to the Equipment shall pass to Lessee other than the right to possess and use the Equipment for the Lease Term and such transfer is conditioned upon Lessee's compliance with the terms and conditions of the Lease. Lessee, at its expense, will defend Lessor's title to the Equipment and will keep the Equipment free from all claims, liens, encumbrances and legal processes of Lessee's creditors and other parties, except for those claims created by or through Lessor. At Lessor's request, Lessee shall affix identification plates or markings to the Equipment clearly indicating Lessor's ownership. If any Lease is deemed to be a lease intended for security, to secure Lessee's obligations under such Lease and under all other indebtedness at any time owing by Lessee to Lessor, Lessee grants to Lessor a first priority security interest in the Equipment subject to such Lease and any and all proceeds from the use, rental or sale of such Equipment. LESSEE IRREVOCABLY AUTHORIZES LESSOR TO FILE A COPY OF THIS LEASE AND/OR ANY OTHER DOCUMENT AS A FINANCING STATEMENT AND APPOINT LESSOR OR ITS DESIGNEE AS LESSEE'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON LESSEE'S BEHALF, IF REQUIRED, SUCH FINANCING STATEMENTS COVERING THE EQUIPMENT AS LESSOR MAY DEEM NECESSARY AND REIMBURSE LESSOR FOR COST OF SUCH FILINGS AND LIEN SEARCHES.

9. PERSONAL PROPERTY. All items of Equipment shall at all times be and remain personal property notwithstanding that any such Equipment may now or hereafter be affixed to realty. Lessee, at its expense, shall obtain all such waivers as Lessor may reasonably require to assure Lessor's title and interest in, access to and right to remove the Equipment.

10. USE, LOCATION AND INSPECTION OF EQUIPMENT. So long as Lessee is not in Default under the Lease, Lessee shall be entitled to possess and use the Equipment for its business purposes in conformity with all applicable laws, ordinances, regulations, the requirements of all applicable insurance policies and of any applicable manufacturer's or supplier's warranties. Lessee shall bear all costs in connection with the operation and maintenance of the Equipment. The Equipment shall be delivered, at Lessee's direction and responsibility, to the location specified in the Equipment Schedule and shall not thereafter be removed from such location without the advance written consent of Lessor. Lessor shall have the right from time to time during Lessee's normal business hours to enter upon Lessee's premises or elsewhere for the purpose of confirming the existence, condition or proper maintenance of the Equipment. Lessee shall not, except with Lessor's prior written consent, part with possession or control of the Equipment or dispose of or encumber any interest in the Equipment or under the Lease.

11. TAXES AND FEES. Lessee will pay all excise taxes, sales and use taxes, personal property taxes, and all other taxes and charges which may be imposed by any governmental entity during the term of this

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

12. RISK OF LOSS. Lessee is responsible for any loss, theft or destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to Lessor at the end of this Lease. Lessee is required to make all Rent Payments even if there is a Loss. Lessee must notify Lessor in writing immediately of any Loss. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, (b) replace such Equipment with like equipment in good repair, condition and working order acceptable to Lessor, with clear title to such replacement equipment vested in Lessor, or (c) pay Lessor the amounts specified in Section 19 below.

13. MAINTENANCE, REPAIRS AND ALTERATIONS. Lessee shall, at its expense, keep all of the Equipment in good repair, condition and working order and shall furnish all required parts and servicing so that the value and condition of the Equipment will be maintained and preserved, reasonable wear and tear excepted. Lessee shall not, without the written approval of Lessor, make any alterations or modifications to the Equipment except for upgrades that do not impair the value, utility or marketability of the Equipment. All such alterations, modifications or upgrades will become part of the Equipment and Lessor's property, without charge, free of any liens or encumbrances. Lessee shall keep software that is part of any Equipment current with all updates, revisions, upgrades and maintenance fixes, whether obtained from the supplier, licensor or any other source.

14. INSURANCE. Lessee shall provide and maintain at its expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming Lessor as loss payee; and (b) public liability insurance in a minimum amount of one million dollars and third party property insurance, in each instance naming Lessor as an additional insured. Lessee shall provide to Lessor certificates or other evidence of such insurance when requested. Such insurance will be in a form, amount (including the minimum amount for public liability insurance stated above) and with companies acceptable to Lessor, and will provide that Lessor will be given 30 days advance notice of any cancellation or material change of such insurance. Lessor reserves the right to reject Lessee's insurance carrier for reasonable cause. IF LESSEE DOES NOT GIVE LESSOR EVIDENCE OF INSURANCE ACCEPTABLE TO LESSOR, LESSOR HAS THE RIGHT, BUT NOT THE OBLIGATION, TO OBTAIN INSURANCE COVERING LESSOR'S INTEREST IN THE EQUIPMENT FOR THE TERM OF THIS LEASE, INCLUDING ANY RENEWAL OR EXTENSIONS. LESSOR MAY ADD THE COSTS OF ACQUIRING AND MAINTAINING SUCH INSURANCE AND LESSOR'S FEES FOR LESSOR'S SERVICES IN PLACING AND MAINTAINING SUCH INSURANCE (COLLECTIVELY, "INSURANCE CHARGE"), ON WHICH LESSOR MAY EARN A PROFIT, TO THE AMOUNTS DUE FROM LESSEE UNDER THIS LEASE. Such insurance may duplicate coverage provided under Lessee's existing policy. Lessee will pay the Insurance Charge in equal installments allocated to the remaining Rent payments. Nothing in this Lease will create an insurance relationship of any type between Lessor and any other person. Lessee acknowledges that Lessor is not required to secure or maintain any insurance, and Lessor will not be liable to Lessee if Lessor terminates any insurance coverage that Lessor arranges. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims for, receive payment of, and execute and endorse all documents, checks, or drafts issued with respect to any Loss under any insurance policy relating to the Equipment.

15. RETURN OF EQUIPMENT; RESTOCKING FEE. Upon expiration, cancellation or termination of the Lease Term, or upon Lessor's demand after a Default, all, but not less than all, of the Equipment shall be immediately returned to Lessor as provided herein unless (a) Lessee has exercised a purchase option provided hereunder or (b) Lessor has

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

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

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

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

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

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

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

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

20. LESSEE'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Lessee hereby represents, warrants and covenants to Lessor that with respect to this Master Lease and each Equipment Schedule executed hereunder:

(a) If Lessee is a corporation, partnership or other business entity, Lessee (i) is duly organized, validly existing and in good standing under the laws of its state of organization, (ii) is qualified to do business in every jurisdiction in which such qualification is necessary and where the Equipment is located, (iii) has the power and authority to own its properties and carry on its business as now being conducted and to execute and perform this Master Lease and each Lease, and (iv) has duly authorized the execution, delivery and performance of this Master Lease and each Lease;

(b) No approval is required from any regulatory body, board, authority or commission, nor from any other administrative or governmental agency with respect to the execution and performance of this Master Lease or any Lease, or if required, such approval has been obtained;

(c) This Master Lease and each Lease constitutes the legal, valid and binding obligation of Lessee, enforceable in accordance with its terms, and the execution, delivery and performance hereof by Lessee will not violate any provision of any law, any order of any court or of any other

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

(d) All balance sheets, statements of profit and loss and other financial data that have been delivered to Lessor with respect to Lessee or any Guarantor (i) are complete and correct in all material respects, (ii) accurately present the financial condition of Lessee and such Guarantor as of the date, and the results of its operations for the periods for which, the same have been furnished, and (iii) have been prepared in accordance with generally accepted accounting principles consistently followed throughout the periods covered thereby, all balance sheets disclose all known liabilities, direct and contingent, as of their respective dates; and there has been no change in the condition of Lessee or any Guarantor, financial or otherwise, since the date of the most recent financial statements delivered to Lessor with respect to Lessee and such Guarantor, other than changes in the ordinary course of business, none of which changes has been materially adverse;

(e) No mortgage, deed of trust or other lien of any nature whatsoever which now covers or affects, or which may hereafter cover or affect, any property or interest therein of the Lessee, now attaches or hereafter will attach to the Equipment or in any manner affects or will affect adversely Lessor's right, title and interest therein;

(f) There are no suits or proceedings pending, or to the knowledge of Lessee, threatened, in any court or before any regulatory commission, board or other administrative governmental agency against or affecting Lessee or any Guarantor, which will have a material adverse effect on the financial condition or business of Lessee or such Guarantor;

(g) All information concerning the financial condition and business operation of Lessee submitted to Lessor pursuant to this Master Lease or any Equipment Schedule shall be true and correct;

(h) Lessee will furnish Lessor (a) within one hundred twenty (120) days after the end of each fiscal year, a copy of Lessee's financial statements for such fiscal year prepared by an independent certified public accountant and (b) within forty-five (45) days after the end of each fiscal quarter, the internal financial statements of Lessee as at the end of such fiscal period, including a balance sheet and income statement, all prepared in accordance with generally accepted accounting principles consistently applied, unaudited but certified to be true and accurate, subject to normal year-end adjustments, by Lessee's principal executive officer or its principal financial officer. In addition, Lessee shall promptly inform Lessor of any Default (as defined herein) or any events or changes in the financial condition of the Lessee which may result in a material adverse change in Lessee's financial condition; and

(i) Lessee will not change its state of incorporation or organization or its name as it appears in official filings in the state of its incorporation or organization without giving Lessor at least 10 days prior notice

21. ASSIGNMENT. LESSEE MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR ITS INTEREST IN THIS LEASE. Lessor may, without notifying Lessee, sell, assign, or transfer this Lease and Lessor's rights to the Equipment. Lessee agrees that the new owner will have the same rights and benefits that Lessor has now under this Lease but not Lessor's obligations. The rights of the new owner will not be subject to any claim, defense or set-off that Lessee may have against Lessor. Upon request, Lessee will acknowledge in writing its receipt of notice of any such assignment.

22. SEVERABILITY. Any provision of this Master Lease or any Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition and unenforceable without invalidating the remaining provisions hereof. To the extent permitted by applicable law, Lessee hereby waives any provision of law that prohibits or renders unenforceable any provisions hereof in any respect.

23. NOTICES. All notices, reports, demands and other documents provided for herein shall be deemed to have been given or made when

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

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

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

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

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

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

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

3i International
By: Sharon Martin
Print Name: Attorney In Fact
Print Title: Sharon Martin
Date: Team Leader

Neighbors Health System Inc.
By: [Signature]
Print Name: John Wilson
Print Title: CF
Date: _____

AMENDMENT TO MASTER EQUIPMENT LEASE AGREEMENT

Master Equipment Lease Agreement Number: 41261960

Dated: September 14, 2015

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

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

PRELIMINARY STATEMENTS

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

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

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

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

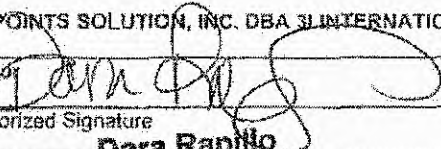
WHEREAS, the parties desire to amend the MELA to reflect the appropriate lessees thereto.

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

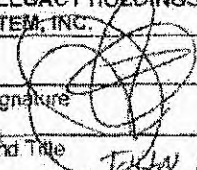
1. As of November 6, 2015, "Neighbors Health System, Inc." is hereby changed to "Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc."
2. As of November 6, 2015, "Neighbors Health System, LLC" is hereby added to the MELA as a Co-Lessee.
3. All other terms and conditions in the MELA shall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

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

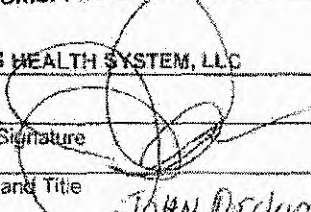
ALL POINTS SOLUTION, INC. DBA 3I INTERNATIONAL

Lessor
 X
 Authorized Signature 
 Print Name and Title
 Dara Rapillo
 Senior Account Manager

NEIGHBORS LEGACY HOLDINGS, INC. FKA NEIGHBORS HEALTH SYSTEM, INC.

Lessee
 X
 Authorized Signature 
 Print Name and Title
 John Decker / CFO

NEIGHBORS HEALTH SYSTEM, LLC

Co-Lessee
 X
 Authorized Signature 
 Print Name and Title
 John Decker / CFO

AMENDED

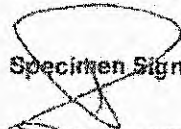

SECRETARY'S CERTIFICATE

SECRETARY'S CERTIFICATE RELATING TO INCUMBENCY AND CORPORATE RESOLUTIONS

The undersigned, Dharmesh Patel Secretary of

Neighbors GP, LLC a Texas limited liability company (the "Company") hereby certifies as follows:

1. I am the duly elected, qualified and acting Secretary of the Company and have the custody of the Company's records and minutes.
2. The following named individuals: (a) have been properly elected or appointed to the offices indicated below; (b) currently hold such office at this time; and (c) have provided the specimen signatures appearing beside their names.

Name	Title	Specimen Signature
<u>Setul Patel</u>	<u>Director</u>	
<u>John Decker</u>	<u>Director</u>	

3. The following resolutions were duly adopted by the Board of Directors of the Company and remain in effect as of the date of this Certificate:

RESOLVED, that certain limited partnerships in which the Company acts as the General Partner (including those listed on Exhibit A hereto, and others that may be formed subsequently), may from time to time enter into a Master Equipment Lease Agreement ("MELA") with All Points Solution, Inc. dba 3i International ("3i"), including one or more Equipment Lease Schedules ("Schedules") thereto for office equipment (collectively, the MELA and each Schedule are referred to herein individually as a "Lease" and collectively as "Leases"); and

RESOLVED, that the Company (through its duly authorized Directors/Officers) shall sign the Leases on behalf of the limited partnerships; and

RESOLVED, that Setul Patel and John Decker, whose titles and specimen signatures are set forth above, are duly authorized to sign and deliver agreements and other documents related to the Leases on behalf of the Company; and

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

4. I am one of the duly authorized officers of the Company that make certificates on its behalf and I have caused this certificate to be executed and the seal of the Company to be placed on this certificate this 1 day of September, 2015.

(Corporate Seal)


Secretary

Exhibit A to Secretary's Certificate

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

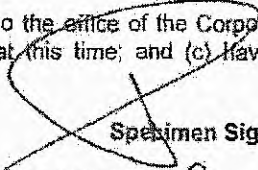
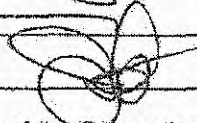
SECRETARY'S CERTIFICATE

**SECRETARY'S CERTIFICATE RELATING TO
INCUMBENCY AND CORPORATE RESOLUTIONS**

The undersigned, DHARMESH PATEL Secretary of

Neighbors Legacy Holdings, Inc. a Texas corporation (the "Corporation") hereby certifies as follows:

1. I am the duly elected, qualified and acting Secretary of the Corporation and have the custody of the corporate records, minutes and corporate seal.
2. The following named individuals: (a) have been properly elected to the office of the Corporation indicated below as of November 6, 2015; (b) currently hold such office at this time; and (c) have provided the specimen signatures appearing beside their names.

Name	Title	Specimen Signature
Setul Patel	President and CEO	
John Decker	CFO	

3. The following resolutions were duly adopted by the Board of Directors of the Corporation and remain in effect as of the date of this Certificate:

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

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

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

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

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

4. I am one of the duly authorized officers of the Corporation that make certificates on its behalf and I have caused this certificate to be executed and the seal of the Corporation to be placed on this certificate this 2 day of February, 2016.

(Corporate Seal)


Secretary Dharmesh Patel, M.D.

Exhibit A to Secretary's Certificate

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

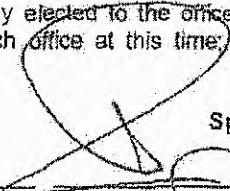
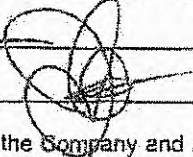
SECRETARY'S CERTIFICATE

**SECRETARY'S CERTIFICATE RELATING TO
INCUMBENCY AND COMPANY RESOLUTIONS**

The undersigned, Dharnesh Patel Secretary of

Neighbors Health System, LLC a Texas limited liability company (the "Company") hereby certifies as follows:

1. I am the duly elected, qualified and acting Secretary of the Company and have the custody of its records, minutes and seal.
2. The following named individuals: (a) have been properly elected to the office of the Company indicated below as of November 6, 2015; (b) currently hold such office at this time; and (c) have provided the specimen signatures appearing beside their names.

Name	Title	Specimen Signature
Setul Patel	CEO	
John Decker	CFO	

3. The following resolutions were duly adopted by the Board of Directors of the Company and remain in effect as of the date of this Certificate:

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

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

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

RESOLVED, that Setul Patel and John Decker, each a Director, are each duly authorized to sign and deliver agreements and other documents related to the Leases on behalf of the Company; and

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

4. I am one of the duly authorized officers of the Company that make certificates on its behalf and I have caused this certificate to be executed and the seal of the Company to be placed on this certificate this 2 day of February, 2016.

(Company Seal)



Secretary Dharnesh Patel, M.D.

Exhibit A to Secretary's Certificate

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

EQUIPMENT SCHEDULE (Cost Per Copy)

To Master Equipment Lease Agreement

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

Master Equipment Lease Agreement Number: 41261960

Dated: September 14, 2015

Equipment Schedule Number: 41300096

Dated: January 14, 2016

Lessor: All Points Solution, dba 3i International

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

Lessee Federal Tax ID Number: XX XXXXXX

Co-Lessee: Neighbors Health System, LLC

Co-Lessee Federal Tax ID Number: XX XXXX

Co-Lessee: NEC Amarillo Emergency Center, LP

Co-Lessee Federal Tax ID Number: XX XXXXX

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

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

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

EQUIPMENT AND LEASE INFORMATION:

SUPPLIER INFORMATION	Supplier Name ("SUPPLIER") All Points Solutions, Inc. DBA 3i International		Supplier Phone Number 832-494-1412
	Street Address/City/State/Zip 10100 West Sam Houston Pkwy S # 340, Houston, TX, 77027		
EQUIPMENT DESCRIPTION	Equipment Description See Attached Schedule		Quantity
	Serial Number		
EQUIPMENT LOCATION	Street Address/City/County/State/Zip 2105 South Western Street, Amarillo, TX, 79109		
TERM AND PAYMENT SCHEDULE	LEASE TERM		RENTAL AMOUNT
	Term in Months <u>63</u>		\$ <u>3800</u> (plus applicable taxes) Rental Payment Period is Monthly Unless Otherwise Indicated
Copy Allowance:		Overage Copy Charge:	
B/W copy: <u>N/A</u> Color copy: <u>N/A</u> Scan: <u>N/A</u> Other: <u>N/A</u>		B/W copy: <u>N/A</u> Color copy: <u>N/A</u> Scan: <u>N/A</u> Other: <u>N/A</u>	
Meter Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual			

[SIGNATURE PAGE FOLLOWS]

ALL POINTS SOLUTION, INC. DBA 31INTERNATIONAL

By:

[Handwritten Signature]

Name:

Dara Rapillo

Title:

Senior Account Manager

NEIGHBORS LEGACY HOLDINGS, INC. fka
NEIGHBORS HEALTH SYSTEM, INC.

By:

[Handwritten Signature]

(Must Be Signed by Authorized Corporate Officer, Partner or Proprietor)

Name:

John Oschman

Title:

CFO

CO-LESSEE: NEIGHBORS HEALTH SYSTEM, LLC

By:

(Must Be Signed by Authorized Corporate Officer, Partner or Proprietor)

[Handwritten Signature]

Name:

John Oschman

Title:

CFO

CO-LESSEE: NEC AMARILLO EMERGENCY CENTER, LP

By: NEIGHBORS GP, LLC, in "General Partner"

By:

(Must Be Signed by Authorized Corporate Officer, Partner or Proprietor)

Name:

John Oschman

Title:

CFO

ALL POINTS SOLUTION, INC.



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DELIVERY AND ACCEPTANCE CERTIFICATE

Please fax completed and signed D&A Certificate to 1-866-329-8795

Questions or need assistance? Call 1-866-551-8795


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

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

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

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

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

<p>Lessee/Customer Signature </p>	<p>For Lessor/Owner Use Only (If applicable)</p>
<p>BY John Decker</p>	<p>Name of person verifying Delivery & Acceptance of Equipment</p>
<p>PRINT NAME CFO</p>	<p>Signature of Employee who made telephone verification</p>
<p>PRINT TITLE 713-436-5204</p>	<p>Date of Telephone Verification</p>
<p>TELEPHONE NUMBER 1/5/2016</p>	
<p>DATE</p>	

MASTER EQUIPMENT LEASE AGREEMENT

50 Briar Hollow, Suite 600, Houston, TX 77027

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

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

This MASTER EQUIPMENT LEASE AGREEMENT ("**Master Lease**") is made this September 14, 2015 by and between **3i International** ("**Lessor**") and the Lessee referenced above ("**Lessee**"). The parties agree as follows:

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

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

7. ASSIGNMENT OF WARRANTY RIGHTS. Lessor hereby assigns to Lessee, for the Lease Term, any manufacturer's and/or supplier's warranties with respect to the Equipment and, provided no Default has occurred and remains uncured, Lessee is hereby authorized to enforce such warranties, in its name, at Lessee's sole expense.

8. TITLE. Title to the Equipment shall remain solely with Lessor. No right, title or interest in or to the Equipment shall pass to Lessee other than the right to possess and use the Equipment for the Lease Term and such transfer is conditioned upon Lessee's compliance with the terms and conditions of the Lease. Lessee, at its expense, will defend Lessor's title to the Equipment and will keep the Equipment free from all claims, liens, encumbrances and legal processes of Lessee's creditors and other parties, except for those claims created by or through Lessor. At Lessor's request, Lessee shall affix identification plates or markings to the Equipment clearly indicating Lessor's ownership. If any Lease is deemed to be a lease intended for security, to secure Lessee's obligations under such Lease and under all other indebtedness at any time owing by Lessee to Lessor, Lessee grants to Lessor a first priority security interest in the Equipment subject to such Lease and any and all proceeds from the use, rental or sale of such Equipment. **LESSEE IRREVOCABLY AUTHORIZES LESSOR TO FILE A COPY OF THIS LEASE AND/OR ANY OTHER DOCUMENT AS A FINANCING STATEMENT AND APPOINT LESSOR OR ITS DESIGNEE AS LESSEE'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON LESSEE'S BEHALF, IF REQUIRED, SUCH FINANCING STATEMENTS COVERING THE EQUIPMENT AS LESSOR MAY DEEM NECESSARY AND REIMBURSE LESSOR FOR COST OF SUCH FILINGS AND LIEN SEARCHES**

9. PERSONAL PROPERTY. All items of Equipment shall at all times be and remain personal property notwithstanding that any such Equipment may now or hereafter be affixed to realty. Lessee, at its expense, shall obtain all such waivers as Lessor may reasonably require to assure Lessor's title and interest in, access to and right to remove the Equipment.

10. USE, LOCATION AND INSPECTION OF EQUIPMENT. So long as Lessee is not in Default under the Lease, Lessee shall be entitled to possess and use the Equipment for its business purposes in conformity with all applicable laws, ordinances, regulations, the requirements of all applicable insurance policies and of any applicable manufacturer's or supplier's warranties. Lessee shall bear all costs in connection with the operation and maintenance of the Equipment. The Equipment shall be delivered, at Lessee's direction and responsibility, to the location specified in the Equipment Schedule and shall not thereafter be removed from such location without the advance written consent of Lessor. Lessor shall have the right from time to time during Lessee's normal business hours to enter upon Lessee's premises or elsewhere for the purpose of confirming the existence, condition or proper maintenance of the Equipment. Lessee shall not, except with Lessor's prior written consent, part with possession or control of the Equipment or dispose of or encumber any interest in the Equipment or under the Lease.

11. TAXES AND FEES. Lessee will pay all excise taxes, sales and use taxes, personal property taxes, and all other taxes and charges which may be imposed by any governmental entity during the term of this

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

12. RISK OF LOSS. Lessee is responsible for any loss, theft or destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to Lessor at the end of this Lease. Lessee is required to make all Rent Payments even if there is a Loss. Lessee must notify Lessor in writing immediately of any Loss. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, (b) replace such Equipment with like equipment in good repair, condition and working order acceptable to Lessor, with clear title to such replacement equipment vested in Lessor, or (c) pay Lessor the amounts specified in Section 19 below.

13. MAINTENANCE, REPAIRS AND ALTERATIONS. Lessee shall, at its expense, keep all of the Equipment in good repair, condition and working order and shall furnish all required parts and servicing so that the value and condition of the Equipment will be maintained and preserved, reasonable wear and tear excepted. Lessee shall not, without the written approval of Lessor, make any alterations or modifications to the Equipment except for upgrades that do not impair the value, utility or marketability of the Equipment. All such alterations, modifications or upgrades will become part of the Equipment and Lessor's property, without charge, free of any liens or encumbrances. Lessee shall keep software that is part of any Equipment current with all updates, revisions, upgrades and maintenance fixes, whether obtained from the supplier, licensor or any other source.

14. INSURANCE. Lessee shall provide and maintain at its expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming Lessor as loss payee, and (b) public liability insurance in a minimum amount of one million dollars and third party property insurance, in each instance naming Lessor as an additional insured. Lessee shall provide to Lessor certificates or other evidence of such insurance when requested. Such insurance will be in a form, amount (including the minimum amount for public liability insurance stated above) and with companies acceptable to Lessor, and will provide that Lessor will be given 30 days advance notice of any cancellation or material change of such insurance. Lessor reserves the right to reject Lessee's insurance carrier for reasonable cause. **IF LESSEE DOES NOT GIVE LESSOR EVIDENCE OF INSURANCE ACCEPTABLE TO LESSOR, LESSOR HAS THE RIGHT, BUT NOT THE OBLIGATION, TO OBTAIN INSURANCE COVERING LESSOR'S INTEREST IN THE EQUIPMENT FOR THE TERM OF THIS LEASE, INCLUDING ANY RENEWAL OR EXTENSIONS. LESSOR MAY ADD THE COSTS OF ACQUIRING AND MAINTAINING SUCH INSURANCE AND LESSOR'S FEES FOR LESSOR'S SERVICES IN PLACING AND MAINTAINING SUCH INSURANCE (COLLECTIVELY, "INSURANCE CHARGE"), ON WHICH LESSOR MAY EARN A PROFIT, TO THE AMOUNTS DUE FROM LESSEE UNDER THIS LEASE.** Such insurance may duplicate coverage provided under Lessee's existing policy. Lessee will pay the Insurance Charge in equal installments allocated to the remaining Rent payments. Nothing in this Lease will create an insurance relationship of any type between Lessor and any other person. Lessee acknowledges that Lessor is not required to secure or maintain any insurance, and Lessor will not be liable to Lessee if Lessor terminates any insurance coverage that Lessor arranges. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims for, receive payment of, and execute and endorse all documents, checks, or drafts issued with respect to any Loss under any insurance policy relating to the Equipment.

15. RETURN OF EQUIPMENT; RESTOCKING FEE. Upon expiration, cancellation or termination of the Lease Term, or upon Lessor's demand after a Default, all, but not less than all, of the Equipment shall be immediately returned to Lessor as provided herein unless (a) Lessee has exercised a purchase option provided hereunder or (b) Lessor has

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

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

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

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

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

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

that become due under this Lease; (c) Lessor may require Lessee to deliver the Equipment to Lessor as set forth herein and terminate use of any software component of the Equipment; (d) Lessor or its agent may peacefully repossess the Equipment without court order and Lessee will not make any claims against Lessor for damages or trespass or any other reason; and (e) remedy such Default, including making repairs or modifications to the Equipment, for the account and expense of Lessee, and Lessee agrees to reimburse Lessor for all of Lessor's costs and expenses; (f) apply any deposit or other cash collateral or sale or remarketing proceeds of the Equipment at any time to reduce any amounts due to Lessor; and (g) exercise any other right or remedy which may be available to Lessor under applicable law. Notice of Lessor's intention to accelerate, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor, or any other notice whatsoever are hereby waived by Lessee and any Guarantor. Interest on all unpaid balances more than thirty days past due shall accrue at the lesser of 1.5% per month, or the maximum rate allowed by law, until paid in full. The exercise of any of the foregoing remedies by Lessor will not constitute a termination or cancellation of the Lease unless Lessor so notifies Lessee in writing. At any sale of the Equipment pursuant to this Section 19, Lessor may bid for the Equipment. Notice required, if any, of any sale or other disposition hereunder by Lessor shall be satisfied by the mailing of such notice to Lessee at least ten (10) days prior to such sale or other disposition. In the event Lessor takes possession and disposes of the Equipment, the proceeds of any such disposition shall be applied in the following order: (i) to all of Lessor's costs, charges and expenses incurred in taking, removing, holding, repairing and selling or leasing the Equipment and/or otherwise enforcing Lessor's rights hereunder; (ii) to the extent not previously paid by Lessee, to pay Lessor for any amounts then remaining unpaid under the Lease; (iii) to reimburse Lessee for any sums previously paid by Lessee as damages hereunder; and (iv) the balance, if any, shall be retained by Lessor. Lessee will remain liable for any amounts that remain due after Lessor has applied such net proceeds. Termination of a Lease under this Section 19 shall not affect Lessee's duty to perform Lessee's obligations under such Lease to Lessor in full. Lessee agrees to reimburse Lessor on demand for any and all costs and expenses incurred by Lessor in enforcing its rights and remedies hereunder following the occurrence of a Default, including, without limitation, reasonable attorney's fees, the costs of repossession, storage, insuring, re-letting, selling and disposing of any and all Equipment, all pre-judgment and post-judgment actions taken by Lessor and all actions taken by Lessor in any bankruptcy proceeding involving the Lessee, the Equipment and/or any Guarantor and Lessor's internal administration costs. Lessor's remedies under the Lease shall not be deemed exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available at law or equity. Waiver of any default or breach of the Lease shall not be construed as a waiver of subsequent or continuing defaults or breaches.

20. LESSEE'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Lessee hereby represents, warrants and covenants to Lessor that with respect to this Master Lease and each Equipment Schedule executed hereunder:

(a) If Lessee is a corporation, partnership or other business entity, Lessee (i) is duly organized, validly existing and in good standing under the laws of its state of organization, (ii) is qualified to do business in every jurisdiction in which such qualification is necessary and where the Equipment is located, (iii) has the power and authority to own its properties and carry on its business as now being conducted and to execute and perform this Master Lease and each Lease, and (iv) has duly authorized the execution, delivery and performance of this Master Lease and each Lease;

(b) No approval is required from any regulatory body, board, authority or commission, nor from any other administrative or governmental agency with respect to the execution and performance of this Master Lease or any Lease, or if required, such approval has been obtained;

(c) This Master Lease and each Lease constitutes the legal, valid and binding obligation of Lessee, enforceable in accordance with its terms, and the execution, delivery and performance hereof by Lessee will not violate any provision of any law, any order of any court or of any other

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

(d) All balance sheets, statements of profit and loss and other financial data that have been delivered to Lessor with respect to Lessee or any Guarantor (i) are complete and correct in all material respects, (ii) accurately present the financial condition of Lessee and such Guarantor as of the date, and the results of its operations for the periods for which, the same have been furnished, and (iii) have been prepared in accordance with generally accepted accounting principles consistently followed throughout the periods covered thereby; all balance sheets disclose all known liabilities, direct and contingent, as of their respective dates; and there has been no change in the condition of Lessee or any Guarantor, financial or otherwise, since the date of the most recent financial statements delivered to Lessor with respect to Lessee and such Guarantor, other than changes in the ordinary course of business, none of which changes has been materially adverse.

(e) No mortgage, deed of trust or other lien of any nature whatsoever which now covers or affects, or which may hereafter cover or affect, any property or interest therein of the Lessee, now attaches or hereafter will attach to the Equipment or in any manner affects or will affect adversely Lessor's right, title and interest therein;

(f) There are no suits or proceedings pending, or to the knowledge of Lessee, threatened, in any court or before any regulatory commission, board or other administrative governmental agency against or affecting Lessee or any Guarantor, which will have a material adverse effect on the financial condition or business of Lessee or such Guarantor.

(g) All information concerning the financial condition and business operation of Lessee submitted to Lessor pursuant to this Master Lease or any Equipment Schedule shall be true and correct;

(h) Lessee will furnish Lessor (a) within one hundred twenty (120) days after the end of each fiscal year, a copy of Lessee's financial statements for such fiscal year prepared by an independent certified public accountant and (b) within forty-five (45) days after the end of each fiscal quarter, the internal financial statements of Lessee as at the end of such fiscal period, including a balance sheet and income statement, all prepared in accordance with generally accepted accounting principles consistently applied, unaudited but certified to be true and accurate, subject to normal year-end adjustments, by Lessee's principal executive officer or its principal financial officer. In addition, Lessee shall promptly inform Lessor of any Default (as defined herein) or any events or changes in the financial condition of the Lessee which may result in a material adverse change in Lessee's financial condition; and

(i) Lessee will not change its state of incorporation or organization or its name as it appears in official filings in the state of its incorporation or organization without giving Lessor at least 10 days prior notice.

21. ASSIGNMENT. LESSEE MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR ITS INTEREST IN THIS LEASE. Lessor may, without notifying Lessee, sell, assign, or transfer this Lease and Lessor's rights to the Equipment. Lessee agrees that the new owner will have the same rights and benefits that Lessor has now under this Lease but not Lessor's obligations. The rights of the new owner will not be subject to any claim, defense or set-off that Lessee may have against Lessor. Upon request, Lessee will acknowledge in writing its receipt of notice of any such assignment.

22. SEVERABILITY. Any provision of this Master Lease or any Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition and unenforceable without invalidating the remaining provisions hereof. To the extent permitted by applicable law, Lessee hereby waives any provision of law that prohibits or renders unenforceable any provisions hereof in any respect.

23. NOTICES. All notices, reports, demands and other documents provided for herein shall be deemed to have been given or made when

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

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

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

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

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

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

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

3i International

By: *Sharon Martin*
Print Name: Attorney In Fact
Print Title: Sharon Martin
Date: Team Leader

Neighbors Health System Inc.

By: *[Signature]*
Print Name: John Decker
Print Title: CF
Date: _____

AMENDMENT TO MASTER EQUIPMENT LEASE AGREEMENT

Master Equipment Lease Agreement Number: 41261960

Dated: September 14, 2015

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

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

PRELIMINARY STATEMENTS

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

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

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

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


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

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

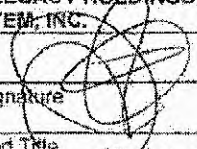
1. As of November 6, 2015, "Neighbors Health System, Inc." is hereby changed to "Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc."
2. As of November 6, 2015, "Neighbors Health System, LLC" is hereby added to the MELA as a Co-Lessee.
3. All other terms and conditions in the MELA shall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

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

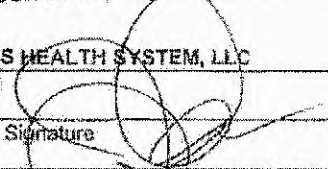
ALL POINTS SOLUTION, INC. DBA 3I INTERNATIONAL

Lessor
 Authorized Signature 
 Print Name and Title: **Dara Rapillo**
Senior Account Manager

NEIGHBORS LEGACY HOLDINGS, INC. FKA NEIGHBORS HEALTH SYSTEM, INC.

Lessee
 Authorized Signature 
 Print Name and Title: **John Decker / CFO**

NEIGHBORS HEALTH SYSTEM, LLC

Co-Lessee
 Authorized Signature 
 Print Name and Title: **John Decker / CFO**

11/11/2015



SECRETARY'S CERTIFICATE

SECRETARY'S CERTIFICATE RELATING TO INCUMBENCY AND CORPORATE RESOLUTIONS

The undersigned, Dharmesh Patel Secretary of

Neighbors GP, LLC a Texas limited liability company (the "Company") hereby certifies as follows:

- 1. I am the duly elected, qualified and acting Secretary of the Company and have the custody of the Company's records and minutes.
- 2. The following named individuals: (a) have been properly elected or appointed to the offices indicated below; (b) currently hold such office at this time; and (c) have provided the specimen signatures appearing beside their names.

Name	Title	Specimen Signature
<u>Setul Patel</u>	<u>Director</u>	
<u>John Decker</u>	<u>Director</u>	

- 3. The following resolutions were duly adopted by the Board of Directors of the Company and remain in effect as of the date of this Certificate:

RESOLVED, that certain limited partnerships in which the Company acts as the General Partner (including those listed on Exhibit A hereto, and others that may be formed subsequently), may from time to time enter into a Master Equipment Lease Agreement ("MELA") with All Points Solution, Inc. dba 3i International ("3i"), including one or more Equipment Lease Schedules ("Schedules") thereto for office equipment (collectively, the MELA and each Schedule are referred to herein individually as a "Lease" and collectively as "Leases"); and

RESOLVED, that the Company (through its duly authorized Directors/Officers) shall sign the Leases on behalf of the limited partnerships; and

RESOLVED, that Setul Patel and John Decker, whose titles and specimen signatures are set forth above, are duly authorized to sign and deliver agreements and other documents related to the Leases on behalf of the Company; and

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

- 4. I am one of the duly authorized officers of the Company that make certificates on its behalf and I have caused this certificate to be executed and the seal of the Company to be placed on this certificate this 1 day of September, 2015.

(Corporate Seal)



 Secretary

Exhibit A to Secretary's Certificate

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

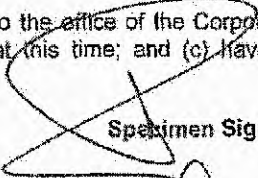
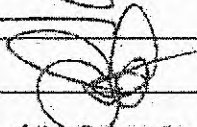
SECRETARY'S CERTIFICATE

**SECRETARY'S CERTIFICATE RELATING TO
INCUMBENCY AND CORPORATE RESOLUTIONS**

The undersigned, DHARMESH PATEL Secretary of

Neighbors Legacy Holdings, Inc. a Texas corporation (the "Corporation") hereby certifies as follows:

1. I am the duly elected, qualified and acting Secretary of the Corporation and have the custody of the corporate records, minutes and corporate seal.
2. The following named individuals: (a) have been properly elected to the office of the Corporation indicated below as of November 6, 2015; (b) currently hold such office at this time; and (c) have provided the specimen signatures appearing beside their names.

Name	Title	Specimen Signature
Setul Patel	President and CEO	
John Decker	CFO	

3. The following resolutions were duly adopted by the Board of Directors of the Corporation and remain in effect as of the date of this Certificate:

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

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

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

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

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

4. I am one of the duly authorized officers of the Corporation that make certificates on its behalf and I have caused this certificate to be executed and the seal of the Corporation to be placed on this certificate this 2 day of February, 2016.

(Corporate Seal)


Secretary Dharmesh Patel, M.D.

EXHIBIT A to Secretary's Certificate

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

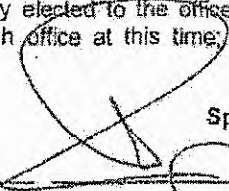
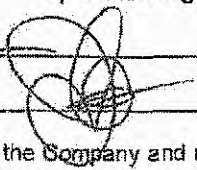
SECRETARY'S CERTIFICATE

SECRETARY'S CERTIFICATE RELATING TO INCUMBENCY AND COMPANY RESOLUTIONS

The undersigned, DHARNESH PATEL Secretary of

Neighbors Health System, LLC a Texas limited liability company (the "Company") hereby certifies as follows:

1. I am the duly elected, qualified and acting Secretary of the Company and have the custody of its records, minutes and seal.
2. The following named individuals: (a) have been properly elected to the office of the Company indicated below as of November 6, 2015; (b) currently hold such office at this time, and (c) have provided the specimen signatures appearing beside their names.

Name	Title	Specimen Signature
<u>Setul Patel</u>	<u>CEO</u>	
<u>John Decker</u>	<u>COO</u>	

3. The following resolutions were duly adopted by the Board of Directors of the Company and remain in effect as of the date of this Certificate:

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

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

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

RESOLVED, that Setul Patel and John Decker, each a Director, are each duly authorized to sign and deliver agreements and other documents related to the Leases on behalf of the Company; and

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

4. I am one of the duly authorized officers of the Company that make certificates on its behalf and I have caused this certificate to be executed and the seal of the Company to be placed on this certificate this 2 day of February, 2016.

(Company Seal)

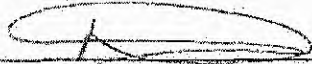

Secretary Dharnesh Patel, M.D.

Exhibit A to Secretary's Certificate

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

EQUIPMENT SCHEDULE (Cost Per Copy)

To Master Equipment Lease Agreement

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

Master Equipment Lease Agreement Number: 41261960

Dated: September 14, 2015

Equipment Schedule Number: 41325206

Dated: 2/14/2016

Lessor: All Points Solution, dba 3i International

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

Lessee Federal Tax ID Number: XX XXXXXX

Co-Lessee: Neighbors Health System, LLC

Co-Lessee Federal Tax ID Number: XX XXXXX

Co-Lessee: NEC Brownsville Emergency Center, LP

Co-Lessee Federal Tax ID Number: XX XXXXX

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

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

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

EQUIPMENT AND LEASE INFORMATION

SUPPLIER INFORMATION	Supplier Name ("SUPPLIER") All Points Solutions, Inc.	Supplier Phone Number 832-494-1412
	Street Address/City/State/Zip 10100 W. Sam Houston Pkwy S., Suite 340, Houston, TX 77099	
EQUIPMENT DESCRIPTION	Equipment Description	Quantity
	See Attached Schedule A	
EQUIPMENT LOCATION	Street Address/City/County/State/Zip 2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526	
TERM AND PAYMENT SCHEDULE	LEASE TERM Term in Months 63	RENTAL AMOUNT \$ 3,800.00 (plus applicable taxes) Rental Payment Period is Monthly Unless Otherwise Indicated
	Copy Allowance: B/W copy: N/A Scan: N/A Color copy: N/A Other: N/A	Overage Copy Charge: B/W copy: N/A Scan: N/A Color copy: N/A Other: N/A
Meter Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual		

(SIGNATURE PAGE FOLLOWS)

ALL POINTS SOLUTION, INC. DBA 3I INTERNATIONAL

By: [Signature]
Name: John Decker *by L.*
Title: Team Leader

NEIGHBORS LEGACY HOLDINGS, INC. fka
NEIGHBORS HEALTH SYSTEM, LLC

By: [Signature]
(Must Be Signed by Authorized Corporate Officer, Partner or Proprietor)
Name: John Decker
Title: CFO

CO-LESSEE: NEIGHBORS HEALTH SYSTEM, LLC

By: [Signature]
(Must Be Signed by Authorized Corporate Officer, Partner or Proprietor)
Name: John Decker
Title: CFO

CO-LESSEE: NEC Brownsville Emergency Center, LP

By: [Signature]
(Must Be Signed by Authorized Corporate Officer, Partner or Proprietor)
Name: John Decker
Title: CFO

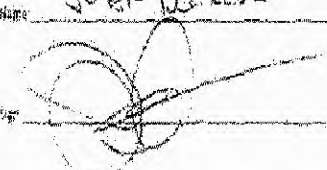
Neighbors Legacy Holdings, Inc.
 NEC Brownsville Emergency Center, LP
 Lease#41325206

Schedule A

Product ID	Description	Quantity	Serial#	Location	Address
750-01575	Microsoft Office 2013 Home & Business	12		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
100-503893	APC ProPro 2400	1		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
0847703	Lenovo - Tiny Sandwich Kit - System Mounting Brackets	4		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
160402764	Logitech HD Pro Webcam C920 - web camera	1		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
720-003600	Logitech Wireless Keyboard with Touchpad K400	1		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
10-PCU-2004075	RevoLabs K102	1		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
10400010105	Lenovo ThinkCentre M72e - PC case	6	M0381C05 M0381C06 M0381C07 M0381C08 M0381C09	NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
57650081956	Lenovo - 4Yr OnSite Warranty 4 yrs Parts/Labor	6		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
57650093966	Lenovo - TopSeller 4Yr Priority Support 4 years	6		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
7876703005	Lenovo - ThinkPad S530 15.6" W88 500 GB	1	PC3290X	NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
5W5076272	Lenovo - TopSeller 4Yr Priority Support 4 years	1		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
57650760154	Lenovo - 4Yr OnSite Warranty 4 yrs Parts/Labor	1		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
1EAL000009	Lenovo - ThinkCentre M89 15-4900	1	M0381C10	NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
5W50080915	Lenovo - 4Yr OnSite Warranty 4 yrs Parts/Labor + Tech onsite CPU	1		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
12480008015	Lenovo - ThinkCentre M930 15-495001 - Tiny Desktop	4	M0300000 M0300001 M0300002 M0300003	NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
57650760154	Lenovo - 4Yr OnSite Warranty 4 yrs Parts/Labor + Tech onsite CPU	4		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
4E1587E	ASUS VE2016 - LED monitor	1		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
127912	Dell UltraSharp U2413	2		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
57650760154	Lenovo - 4Yr OnSite Warranty 4 yrs Parts/Labor + Tech onsite CPU	1		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
25445526-3FC-BUM-K9	Cisco ASA 5506-K Firewall Edition w/ Security Plus w/ SmartNET 24x7	2		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
98702648-KS-9VA	Cisco Small Business 5500-S2+ switch - 52 ports w/ SmartNET 24x7	2		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
21R-CT2504-S-KF	Cisco 2808 Wireless Controller - Network management device - 4 ports - 6 access points	1		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
41R-CA115020-A-K3	Cisco Ruckus R500 Controller - Wireless access point - 802.11n/11g/n - Dual Band	3		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
41R-CT2504-RMM-1	Cisco 2504 Wireless Controller Rack Mount Bracket - Rack mounting kit	1		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
3S-600-10MPP-K-9-NA	Cisco 56300-10MPP 10 Port Gigabit Max - Full height 48 Switch w/ SmartNET 24x7	1		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
45C-05600-4TC-5	Cisco Catalyst 3560-CX 8 Port 40GbE IP w/ SmartNET 24x7	2		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
2Q74-SMT-45A30069	SMARTRnet 24x7x4	2		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
2Q74-SMT-68V00686	SMARTRnet 24x7x8	2		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
2Q74-SMT-470055	SMARTRnet 24x7x4	1		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
2Q74-SMT-470028A	SMARTRnet 24x7x8	3		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
2Q74-SMT-68V00118A	SMARTRnet 24x7x8	1		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
2Q74-SMT-470028CS	SMARTRnet 24x7x8	2		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
2Q74-SMT-470028	SMARTRnet 24x7x8	4		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
4751444	Tripp Lite H252-043 48 Port RJ45 Network Cat6 Patch Panel	1		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
3MANT2000V-42.0	Tripp Lite 2200VA UPS Smart Rackmount	1		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
3448724-2D	Tripp Lite Smart UPS 600 RM 2M External Battery	1		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
2ABSCREWS-10	StarTech.com 50 pkg MS Mounting Screws and Cage Nuts for rack units	3		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
2K1C08AT	StarTech.com Universal Cable VGA 100	1		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
57650760154	StarTech.com 4 Port Rack Mountable USB 2.0M Switch with Audio & USB 2.0 Hub	1		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
57650760154	StarTech.com 4 Port Rack Mount Brackets for KVM Switch (4x131 Series)	1		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
57650760154	StarTech.com 4 Port 14-in-1 USB KVM Cable	4		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
11H0741	Madge Atlantic HMC661 - Rack cable management kit	5		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
11H0742	Madge Atlantic HMC671 - Rack cable management kit	1		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
45R-001	ATEN VS248T 8 Port HDMI Over-sling & Crd. Splitter	4		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526
45R-002	ATEN VS232B HD600 Over-Single-Cable Receiver	32		NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd, Brownsville, TX 78526

AL96047-PUR-S	Belkin Cat5 Patch Cable 7' - Purple	52	NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd., Brownsville, TX 78526
A3190G-01-PUR	Belkin Cat5 Patch Cable 1' - Purple	3	NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd., Brownsville, TX 78526
43193-03-ORNG-S	Belkin Cat5 Patch Cable 5' - Orange	3	NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd., Brownsville, TX 78526
AR-360BM-RED-S	Belkin Cat5 Patch Cable 5' - Red	2	NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd., Brownsville, TX 78526
AL9190E-37-RED-S	Belkin Cat5 Patch Cable 7' - Red	1	NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd., Brownsville, TX 78526
B6609G1	APC Back-UPS 650VA	8	NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd., Brownsville, TX 78526
BK1300G	APC Back-UPS PS 1500	2	NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd., Brownsville, TX 78526
54875	Cable Matters DisplayPort to HDMI 6 feet cable	3	NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd., Brownsville, TX 78526
54307	Cable Matters Mini DisplayPort to DisplayPort 6 feet cable	2	NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd., Brownsville, TX 78526
56791	HDMI Cable 5'	50	NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd., Brownsville, TX 78526
V3238H-P	Asus V3238H-P 23.8 inch Full HD LED Monitor	20	NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd., Brownsville, TX 78526
E3247	Vizio E32-C1 32" class [31.5" viewable] Series LED TV - Smart TV - 1080p	3	NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd., Brownsville, TX 78526
E40-C2	Vizio E Series 40" LED 1080p	3	NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd., Brownsville, TX 78526
E50-C2	Vizio E Series 50" LED 1080p	2	NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd., Brownsville, TX 78526
90340	VELCRO One Wrap roll 12" x 34" 40940	16	NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd., Brownsville, TX 78526
91371	VELCRO One Wrap roll 30" x 1 1/2" 41371	3	NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd., Brownsville, TX 78526
2112276256	3M Dual Lock Releasable Fastener TR955E Black	3	NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd., Brownsville, TX 78526
701572	Everbrite 46 x 1 inch Panels and Phillips drive 100 pieces	1	NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd., Brownsville, TX 78526
601362	Everbrite 46 x 1 1/2 inch Flat head Phillips drive 100 pieces	1	NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd., Brownsville, TX 78526
25316	EZ Anchor Plus Saver #1 x 1 3/4 inch Phillips drive Drywall anchors 50 pack	1	NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd., Brownsville, TX 78526
TY-145-BX	Commercial Electric 14 inch Black Cable Plug 180 pack	1	NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd., Brownsville, TX 78526
SRSHR1-HP	Tripp Lite Racepoint shelf	1	NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd., Brownsville, TX 78526
ACX-750PB-MBP	Ancora ACX-750PB-MBP - Remount Keyboard with Remount	1	NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd., Brownsville, TX 78526
T02	M Code Alliance 1 Space Heavy Duty Rack Shelf	1	NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd., Brownsville, TX 78526
Document Management	Document Management - M-Files	10	NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd., Brownsville, TX 78526
Professional Services	Professional Services/Document Management	10	NEC Brownsville Emergency Center, LP	2073 E. Ruben Torres Sr. Blvd., Brownsville, TX 78526

Name John Decker



Date 2/4/16

DELIVERY AND ACCEPTANCE CERTIFICATE

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




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

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

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

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

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

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

MASTER EQUIPMENT LEASE AGREEMENT

50 Briar Hollow, Suite 600, Houston, TX 77027

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

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

This MASTER EQUIPMENT LEASE AGREEMENT ("**Master Lease**") is made this September 14, 20¹⁵ by and between **3i International** ("**Lessor**") and the Lessee referenced above ("**Lessee**"). The parties agree as follows:

1. **MASTER LEASE.** Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment, software, fixtures, personal property and/or other property described in each schedule ("**Equipment Schedule**") from time to time signed by Lessor and Lessee that incorporates this Master Lease by reference (such property together with all replacements, repairs, additions and accessions thereto being referred to herein as the "**Equipment**"). Each Equipment Schedule that incorporates this Master Lease is sometimes hereinafter referred to as a "**Lease**." Each Lease shall constitute an agreement separate and distinct from this Master Lease and any other Lease. In the event of a conflict between the terms and conditions of an Equipment Schedule and the terms and conditions of this Master Lease, the terms and conditions of the Equipment Schedule shall govern, but only with respect to the corresponding Lease.

2. **TERM.** The obligations of the parties shall commence upon the full execution of this Master Lease and shall continue until each party has satisfied their respective obligations in this Master Lease and under each Lease. The "**Lease Term**" for each Lease shall commence on the date Lessee accepts the Equipment by executing a Delivery and Acceptance Certificate ("**Commencement Data**") and, unless terminated earlier as provided in the Lease, shall continue for the number of months specified in the Equipment Schedule from the first Rental Due Date (as defined below). If the Equipment Schedule provides for a Renewal Option, the Lease Term shall include any Renewal Term(s) selected by the Lessee and/or any other extension as provided in the Lease.

3. **RENT; ADJUSTMENTS.** Lessee agrees to pay Lessor rent for the Equipment, in the amount specified in the Equipment Schedule ("**Rent**"), due and payable on each Rental Due Date during the Lease Term without notice or demand, and any other charges, advances or reimbursements due Lessor pursuant to the Lease, due upon demand by Lessor from time to time. Lessee further agrees to pay Lessor, on the first Rental Due Date, interim rent for any partial first month during the Lease Term in an amount equal to 1/30th of the Rent for each day from and including the Commencement Date to and excluding the first Rental Due Date. The first Rent payment is due on or before the Commencement Date, as invoiced by Lessor, unless the Equipment Schedule is specified that zero (0) advance payments are due, in which case the first Rent payment will be due on the date specified by Lessor in the month following the Commencement Date, and the remaining Rent payments will be due on the same day of each subsequent month. Lessee authorizes Lessor to adjust the Rent payment up or down by not more than 15% if the total amount paid by Lessor for the purchase, delivery and installation of the Equipment, including any trade-up and buyout amounts (the "**Total Cash Price**") differs from the originally estimated and documented price thereof. Lessee further authorizes Lessor to increase the Rent payment, if the Commencement Date occurs after the date Lessor approved Lessee's application for the relevant Lease, to reflect any increase (i) from the date of such approval and (ii) to the Commencement Date in the interest rate swaps ("**Swaps Rate**") that most-closely approximates the term of such Lease (determined as of the last day in the week ending prior to each of such

dates). The Swaps Rate is published in the Federal Reserve Statistical release H.15 and can be found at <http://www.federalreserve.gov/releases/h15/update/>. The Rent payment will be a fixed amount for the term of the Lease. All Rent shall be payable to Lessor and delivered to Lessor's office or such other place as Lessor may designate in writing at any time. An advance Rent payment shall be applied as the first Rent payment under the Lease. If more than one Rent payment is made by Lessee in advance, the second (and any other advance Rent payment) shall be applied to rental payments scheduled under the Lease in inverse order of maturity. Should Lessee fail to pay any part of any Rent within 3 days of its due date, Lessor shall (a) impose a late charge equal to 10% of the amount of the late payment or \$20, whichever is greater, and (b) commencing 30 days after any such payment is due under the Lease, assess interest on such delinquent payment until paid at the rate of 1.5% per month. However, if such late charge and/or interest exceeds the maximum amount of interest permitted by applicable law, such excess shall be reduced to the maximum rate permitted by law. **IF THE LEASE IS REPLACING AN EXISTING LEASE, THE NEW RENT PAYMENT WILL INCLUDE THE BALANCE OF THAT LEASE AND RESULT IN A GREATER AGGREGATE COST TO LESSEE.**

4. **NET LEASE; RENT PAYMENTS ABSOLUTE.** Each Lease is a net lease and Lessee's obligations to pay Rent in full when due are absolute and unconditional and shall not be subject to any abatement, reduction, set off, counterclaim, recoupment, defense or other right which Lessee may have or assert against Lessor, the supplier of the Equipment or any other person or entity.

5. **DELIVERY AND INSTALLATION.** Lessee will select the Equipment to meet its specifications and, in reliance thereon, Lessor will order such Equipment from the supplier(s) specified by Lessee or, if Lessee has previously entered into a purchase order or supply contract, such purchase order or supply contract shall be deemed assigned to Lessor upon execution of the relevant Equipment Schedule. Upon delivery and acceptance by Lessee of the Equipment designated in an Equipment Schedule, Lessee will execute and deliver to Lessor a Delivery and Acceptance Certificate. Lessee shall make all delivery arrangements with each supplier and, at Lessee's expense, will pay all transportation, packing, taxes, duties, installation, testing and other charges in connection with the delivery, installation and acceptance of the Equipment. Lessor shall have no liability to Lessee for delivery delays or failure of the supplier to deliver goods meeting the purchase order specifications. Lessee is hereby authorized to act as Lessor's agent in inspecting, accepting and rejecting delivery of Equipment, provided that all claims asserted by any supplier by reason of Lessee's rejection of any goods shall be Lessee's sole responsibility to defend, resolve and pay.

6. **DISCLAIMER OF WARRANTIES.** Lessee acknowledges that Lessor is not the manufacturer or supplier of the Equipment, and is not the agent of any such manufacturer or supplier. No representation or promise made by any manufacturer or supplier of the Equipment will be deemed made by or binding upon Lessor. **LESSOR MAKES NO**

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

7. ASSIGNMENT OF WARRANTY RIGHTS. Lessor hereby assigns to Lessee, for the Lease Term, any manufacturer's and/or supplier's warranties with respect to the Equipment and, provided no Default has occurred and remains uncured, Lessee is hereby authorized to enforce such warranties, in its name, at Lessee's sole expense.

8. TITLE. Title to the Equipment shall remain solely with Lessor. No right, title or interest in or to the Equipment shall pass to Lessee other than the right to possess and use the Equipment for the Lease Term and such transfer is conditioned upon Lessee's compliance with the terms and conditions of the Lease. Lessee, at its expense, will defend Lessor's title to the Equipment and will keep the Equipment free from all claims, liens, encumbrances and legal processes of Lessee's creditors and other parties, except for those claims created by or through Lessor. At Lessor's request, Lessee shall affix identification plates or markings to the Equipment clearly indicating Lessor's ownership. If any Lease is deemed to be a lease intended for security, to secure Lessee's obligations under such Lease and under all other indebtedness at any time owing by Lessee to Lessor, Lessee grants to Lessor a first priority security interest in the Equipment subject to such Lease and any and all proceeds from the use, rental or sale of such Equipment. **LESSEE IRREVOCABLY AUTHORIZES LESSOR TO FILE A COPY OF THIS LEASE AND/OR ANY OTHER DOCUMENT AS A FINANCING STATEMENT AND APPOINT LESSOR OR ITS DESIGNEE AS LESSEE'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON LESSEE'S BEHALF, IF REQUIRED, SUCH FINANCING STATEMENTS COVERING THE EQUIPMENT AS LESSOR MAY DEEM NECESSARY AND REIMBURSE LESSOR FOR COST OF SUCH FILINGS AND LIEN SEARCHES**

9. PERSONAL PROPERTY. All items of Equipment shall at all times be and remain personal property notwithstanding that any such Equipment may now or hereafter be affixed to realty. Lessee, at its expense, shall obtain all such waivers as Lessor may reasonably require to assure Lessor's title and interest in, access to and right to remove the Equipment.

10. USE, LOCATION AND INSPECTION OF EQUIPMENT. So long as Lessee is not in Default under the Lease, Lessee shall be entitled to possess and use the Equipment for its business purposes in conformity with all applicable laws, ordinances, regulations, the requirements of all applicable insurance policies and of any applicable manufacturer's or supplier's warranties. Lessee shall bear all costs in connection with the operation and maintenance of the Equipment. The Equipment shall be delivered, at Lessee's direction and responsibility, to the location specified in the Equipment Schedule and shall not thereafter be removed from such location without the advance written consent of Lessor. Lessor shall have the right from time to time during Lessee's normal business hours to enter upon Lessee's premises or elsewhere for the purpose of confirming the existence, condition or proper maintenance of the Equipment. Lessee shall not, except with Lessor's prior written consent, part with possession or control of the Equipment or dispose of or encumber any interest in the Equipment or under the Lease.

11. TAXES AND FEES. Lessee will pay all excise taxes, sales and use taxes, personal property taxes, and all other taxes and charges which may be imposed by any governmental entity during the term of this

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

12. RISK OF LOSS. Lessee is responsible for any loss, theft or destruction of, or damage to the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to Lessor at the end of this Lease. Lessee is required to make all Rent Payments even if there is a Loss. Lessee must notify Lessor in writing immediately of any Loss. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, (b) replace such Equipment with like equipment in good repair, condition and working order acceptable to Lessor, with clear title to such replacement equipment vested in Lessor, or (c) pay Lessor the amounts specified in Section 19 below.

13. MAINTENANCE, REPAIRS AND ALTERATIONS. Lessee shall, at its expense, keep all of the Equipment in good repair, condition and working order and shall furnish all required parts and servicing so that the value and condition of the Equipment will be maintained and preserved, reasonable wear and tear excepted. Lessee shall not, without the written approval of Lessor, make any alterations or modifications to the Equipment except for upgrades that do not impair the value, utility or marketability of the Equipment. All such alterations, modifications or upgrades will become part of the Equipment and Lessor's property, without charge, free of any liens or encumbrances. Lessee shall keep software that is part of any Equipment current with all updates, revisions, upgrades and maintenance fixes, whether obtained from the supplier, licensor or any other source.

14. INSURANCE. Lessee shall provide and maintain at its expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming Lessor as loss payee, and (b) public liability insurance in a minimum amount of one million dollars and third party property insurance, in each instance naming Lessor as an additional insured. Lessee shall provide to Lessor certificates or other evidence of such insurance when requested. Such insurance will be in a form, amount (including the minimum amount for public liability insurance stated above) and with companies acceptable to Lessor, and will provide that Lessor will be given 30 days advance notice of any cancellation or material change of such insurance. Lessor reserves the right to reject Lessee's insurance carrier for reasonable cause. **IF LESSEE DOES NOT GIVE LESSOR EVIDENCE OF INSURANCE ACCEPTABLE TO LESSOR, LESSOR HAS THE RIGHT, BUT NOT THE OBLIGATION, TO OBTAIN INSURANCE COVERING LESSOR'S INTEREST IN THE EQUIPMENT FOR THE TERM OF THIS LEASE INCLUDING ANY RENEWAL OR EXTENSIONS. LESSOR MAY ADD THE COSTS OF ACQUIRING AND MAINTAINING SUCH INSURANCE AND LESSOR'S FEES FOR LESSOR'S SERVICES IN PLACING AND MAINTAINING SUCH INSURANCE (COLLECTIVELY, "INSURANCE CHARGE"), ON WHICH LESSOR MAY EARN A PROFIT, TO THE AMOUNTS DUE FROM LESSEE UNDER THIS LEASE.** Such insurance may duplicate coverage provided under Lessee's existing policy. Lessee will pay the Insurance Charge in equal installments allocated to the remaining Rent payments. Nothing in this Lease will create an insurance relationship of any type between Lessor and any other person. Lessee acknowledges that Lessor is not required to secure or maintain any insurance, and Lessor will not be liable to Lessee if Lessor terminates any insurance coverage that Lessor arranges. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims for, receive payment of, and execute and endorse all documents, checks, or drafts issued with respect to any Loss under any insurance policy relating to the Equipment.

15. RETURN OF EQUIPMENT; RESTOCKING FEE. Upon expiration, cancellation or termination of the Lease Term, or upon Lessor's demand after a Default, all, but not less than all, of the Equipment shall be immediately returned to Lessor as provided herein unless (a) Lessee has exercised a purchase option provided hereunder or (b) Lessor has

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

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

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

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

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

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

that become due under this Lease; (c) Lessor may require Lessee to deliver the Equipment to Lessor as set forth herein and terminate use of any software component of the Equipment; (d) Lessor or its agent may peacefully repossess the Equipment without court order and Lessee will not make any claims against Lessor for damages or trespass or any other reason; and (e) remedy such Default, including making repairs or modifications to the Equipment, for the account and expense of Lessee, and Lessee agrees to reimburse Lessor for all of Lessor's costs and expenses; (f) apply any deposit or other cash collateral or sale or remarketing proceeds of the Equipment at any time to reduce any amounts due to Lessor, and (g) exercise any other right or remedy which may be available to Lessor under applicable law. Notice of Lessor's intention to accelerate, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor, or any other notice whatsoever are hereby waived by Lessee and any Guarantor. Interest on all unpaid balances more than thirty days past due shall accrue at the lesser of 1.5% per month, or the maximum rate allowed by law, until paid in full. The exercise of any of the foregoing remedies by Lessor will not constitute a termination or cancellation of the Lease unless Lessor so notifies Lessee in writing. At any sale of the Equipment pursuant to this Section 19, Lessor may bid for the Equipment. Notice required, if any, of any sale or other disposition hereunder by Lessor shall be satisfied by the mailing of such notice to Lessee at least ten (10) days prior to such sale or other disposition. In the event Lessor takes possession and disposes of the Equipment, the proceeds of any such disposition shall be applied in the following order: (i) to all of Lessor's costs, charges and expenses incurred in taking, removing, holding, repairing and selling or leasing the Equipment and/or otherwise enforcing Lessor's rights hereunder; (ii) to the extent not previously paid by Lessee, to pay Lessor for any amounts then remaining unpaid under the Lease; (iii) to reimburse Lessee for any sums previously paid by Lessee as damages hereunder; and (iv) the balance, if any, shall be retained by Lessor. Lessee will remain liable for any amounts that remain due after Lessor has applied such net proceeds. Termination of a Lease under this Section 19 shall not affect Lessee's duty to perform Lessee's obligations under such Lease to Lessor in full. Lessee agrees to reimburse Lessor on demand for any and all costs and expenses incurred by Lessor in enforcing its rights and remedies hereunder following the occurrence of a Default, including, without limitation, reasonable attorney's fees, the costs of repossession, storage, insuring, re-letting, selling and disposing of any and all Equipment, all pre-judgment and post-judgment actions taken by Lessor and all actions taken by Lessor in any bankruptcy proceeding involving the Lessee, the Equipment and/or any Guarantor and Lessor's internal administration costs. Lessor's remedies under the Lease shall not be deemed exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available at law or equity. Waiver of any default or breach of the Lease shall not be construed as a waiver of subsequent or continuing defaults or breaches.

20. LESSEE'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Lessee hereby represents, warrants and covenants to Lessor that with respect to this Master Lease and each Equipment Schedule executed hereunder:

(a) If Lessee is a corporation, partnership or other business entity, Lessee (i) is duly organized, validly existing and in good standing under the laws of its state of organization, (ii) is qualified to do business in every jurisdiction in which such qualification is necessary and where the Equipment is located, (iii) has the power and authority to own its properties and carry on its business as now being conducted and to execute and perform this Master Lease and each Lease, and (iv) has duly authorized the execution, delivery and performance of this Master Lease and each Lease;

(b) No approval is required from any regulatory body, board, authority or commission, nor from any other administrative or governmental agency with respect to the execution and performance of this Master Lease or any Lease, or if required, such approval has been obtained;

(c) This Master Lease and each Lease constitutes the legal, valid and binding obligation of Lessee, enforceable in accordance with its terms, and the execution, delivery and performance hereof by Lessee will not violate any provision of any law, any order of any court or of any other

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

(d) All balance sheets, statements of profit and loss and other financial data that have been delivered to Lessor with respect to Lessee or any Guarantor (i) are complete and correct in all material respects, (ii) accurately present the financial condition of Lessee and such Guarantor as of the date, and the results of its operations for the periods for which, the same have been furnished, and (iii) have been prepared in accordance with generally accepted accounting principles consistently followed throughout the periods covered thereby; all balance sheets disclose all known liabilities, direct and contingent, as of their respective dates; and there has been no change in the condition of Lessee or any Guarantor, financial or otherwise, since the date of the most recent financial statements delivered to Lessor with respect to Lessee and such Guarantor, other than changes in the ordinary course of business, none of which changes has been materially adverse;

(e) No mortgage, deed of trust or other lien of any nature whatsoever which now covers or affects, or which may hereafter cover or affect, any property or interest therein of the Lessee, now attaches or hereafter will attach to the Equipment or in any manner affects or will affect adversely Lessor's right, title and interest therein;

(f) There are no suits or proceedings pending, or to the knowledge of Lessee, threatened, in any court or before any regulatory commission, board or other administrative governmental agency against or affecting Lessee or any Guarantor, which will have a material adverse effect on the financial condition or business of Lessee or such Guarantor;

(g) All information concerning the financial condition and business operation of Lessee submitted to Lessor pursuant to this Master Lease or any Equipment Schedule shall be true and correct;

(h) Lessee will furnish Lessor (a) within one hundred twenty (120) days after the end of each fiscal year, a copy of Lessee's financial statements for such fiscal year prepared by an independent certified public accountant and (b) within forty-five (45) days after the end of each fiscal quarter, the internal financial statements of Lessee as at the end of such fiscal period, including a balance sheet and income statement, all prepared in accordance with generally accepted accounting principles consistently applied, unaudited but certified to be true and accurate, subject to normal year-end adjustments, by Lessee's principal executive officer or its principal financial officer. In addition, Lessee shall promptly inform Lessor of any Default (as defined herein) or any events or changes in the financial condition of the Lessee which may result in a material adverse change in Lessee's financial condition; and

(i) Lessee will not change its state of incorporation or organization or its name as it appears in official filings in the state of its incorporation or organization without giving Lessor at least 10 days prior notice

21. ASSIGNMENT. LESSEE MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR ITS INTEREST IN THIS LEASE. Lessor may, without notifying Lessee, sell, assign, or transfer this Lease and Lessor's rights to the Equipment. Lessee agrees that the new owner will have the same rights and benefits that Lessor has now under this Lease but not Lessor's obligations. The rights of the new owner will not be subject to any claim, defense or set-off that Lessee may have against Lessor. Upon request, Lessee will acknowledge in writing its receipt of notice of any such assignment.

22. SEVERABILITY. Any provision of this Master Lease or any Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition and unenforceable without invalidating the remaining provisions hereof. To the extent permitted by applicable law, Lessee hereby waives any provision of law that prohibits or renders unenforceable any provisions hereof in any respect.

23. NOTICES. All notices, reports, demands and other documents provided for herein shall be deemed to have been given or made when

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

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

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

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

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

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

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

3i International

By: *Sharon Martin*
Print Name: Attorney in Fact
Print Title: Sharon Martin
Date: Team Leader

Neighbors Health System Inc.

By: *[Signature]*
Print Name: John Dicker
Print Title: CEO
Date: _____

AMENDMENT TO MASTER EQUIPMENT LEASE AGREEMENT

Master Equipment Lease Agreement Number: 41261960

Dated: September 14, 2015

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

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

PRELIMINARY STATEMENTS

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

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

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

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

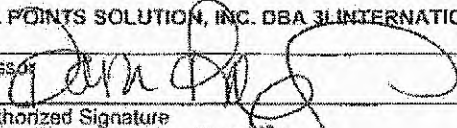
WHEREAS, the parties desire to amend the MELA to reflect the appropriate lessees thereto.

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

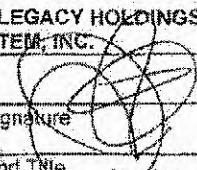
1. As of November 6, 2015, "Neighbors Health System, Inc." is hereby changed to "Neighbors Legacy Holdings, Inc. f/k/a Neighbors Health System, Inc."
2. As of November 6, 2015, "Neighbors Health System, LLC" is hereby added to the MELA as a Co-Lessee.
3. All other terms and conditions in the MELA shall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

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

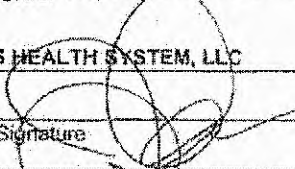
ALL POINTS SOLUTION, INC. DBA 3I INTERNATIONAL

Lessor
 X 
 Authorized Signature
Dara Rapillo
 Print Name and Title
Senior Account Manager

NEIGHBORS LEGACY HOLDINGS, INC. FKA NEIGHBORS HEALTH SYSTEM, INC.

Lessee
 X 
 Authorized Signature
 Print Name and Title **John Decker / CFO**

NEIGHBORS HEALTH SYSTEM, LLC

Co-Lessee
 X 
 Authorized Signature
 Print Name and Title **John Decker / CFO**



SECRETARY'S CERTIFICATE

**SECRETARY'S CERTIFICATE RELATING TO
INCUMBENCY AND CORPORATE RESOLUTIONS**

The undersigned, Dharmesh Patel Secretary of

Neighbors GP, LLC a Texas limited liability company (the "Company") hereby certifies as follows:

1. I am the duly elected, qualified and acting Secretary of the Company and have the custody of the Company's records and minutes.
2. The following named individuals: (a) have been properly elected or appointed to the offices indicated below; (b) currently hold such office at this time; and (c) have provided the specimen signatures appearing beside their names.

Name	Title	Specimen Signature
Setul Patel	Director	
John Decker	Director	

3. The following resolutions were duly adopted by the Board of Directors of the Company and remain in effect as of the date of this Certificate:

RESOLVED, that certain limited partnerships in which the Company acts as the General Partner (including those listed on Exhibit A hereto, and others that may be formed subsequently), may from time to time enter into a Master Equipment Lease Agreement ("MELA") with All Points Solution, Inc. dba 3i International ("3i"), including one or more Equipment Lease Schedules ("Schedules") thereto for office equipment (collectively, the MELA and each Schedule are referred to herein individually as a "Lease" and collectively as "Leases"); and

RESOLVED, that the Company (through its duly authorized Directors/Officers) shall sign the Leases on behalf of the limited partnerships; and

RESOLVED, that Setul Patel and John Decker, whose titles and specimen signatures are set forth above, are duly authorized to sign and deliver agreements and other documents related to the Leases on behalf of the Company; and

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

4. I am one of the duly authorized officers of the Company that make certificates on its behalf and I have caused this certificate to be executed and the seal of the Company to be placed on this certificate this 1 day of September, 2015.

(Corporate Seal)

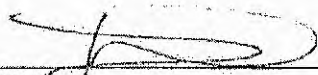

Secretary

Exhibit A to Secretary's Certificate

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

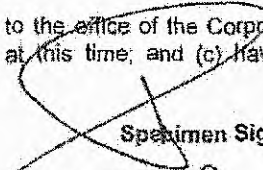

SECRETARY'S CERTIFICATE

SECRETARY'S CERTIFICATE RELATING TO INCUMBENCY AND CORPORATE RESOLUTIONS

The undersigned, DHARMESH PATEL Secretary of

Neighbors Legacy Holdings, Inc. a Texas corporation (the "Corporation") hereby certifies as follows:

1. I am the duly elected, qualified and acting Secretary of the Corporation and have the custody of the corporate records, minutes and corporate seal.
2. The following named individuals: (a) have been properly elected to the office of the Corporation indicated below as of November 6, 2015; (b) currently hold such office at this time; and (c) have provided the specimen signatures appearing beside their names.

Name	Title	Specimen Signature
<u>Setul Patel</u>	<u>President and CEO</u>	
<u>John Decker</u>	<u>CFO</u>	

3. The following resolutions were duly adopted by the Board of Directors of the Corporation and remain in effect as of the date of this Certificate:

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

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

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

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

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

4. I am one of the duly authorized officers of the Corporation that make certificates on its behalf and I have caused this certificate to be executed and the seal of the Corporation to be placed on this certificate this 2 day of February, 2016.

(Corporate Seal)



Secretary Dharmesh Patel, M.D.

Exhibit A to Secretary's Certificate

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

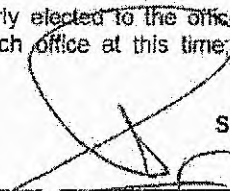
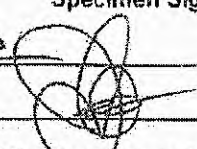
SECRETARY'S CERTIFICATE

SECRETARY'S CERTIFICATE RELATING TO INCUMBENCY AND COMPANY RESOLUTIONS

The undersigned, DHARNESH PATEL Secretary of

Neighbors Health System, LLC a Texas limited liability company (the "Company") hereby certifies as follows:

- 1. I am the duly elected, qualified and acting Secretary of the Company and have the custody of its records, minutes and seal.
- 2. The following named individuals: (a) have been properly elected to the office of the Company indicated below as of November 6, 2015; (b) currently hold such office at this time; and (c) have provided the specimen signatures appearing beside their names.

Name	Title	Specimen Signature
<u>Setul Patel</u>	<u>CEO</u>	
<u>John Decker</u>	<u>COO</u>	

- 3. The following resolutions were duly adopted by the Board of Directors of the Company and remain in effect as of the date of this Certificate:

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

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

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

RESOLVED, that Setul Patel and John Decker, each a Director, are each duly authorized to sign and deliver agreements and other documents related to the Leases on behalf of the Company; and

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

- 4. I am one of the duly authorized officers of the Company that make certificates on its behalf and I have caused this certificate to be executed and the seal of the Company to be placed on this certificate this 2 day of February, 2016.

(Company Seal)



Secretary Dharnesh Patel, M.D.

Exhibit A to Secretary's Certificate

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

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

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

Master Equipment Lease Agreement Number: 41395501

Dated: 7/15/2016

Equipment Schedule Number: 41404494

Dated: 8/15/2016

Lessor: All Points Solution, dba 3i International

Lessee: Neighbors Global Holdings, LLC

Lessee Federal Tax ID Number: XX XXXXXX

Co-Lessee: NEC Bellaire Emergency Center, LP

Co-Lessee Federal Tax ID Number: XX XXXXXX

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

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

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

EQUIPMENT AND LEASE INFORMATION:


SUPPLIER INFORMATION	Supplier Name ("SUPPLIER") ALL POINTS SOLUTION, INC dba 3i INTERNATIONAL		Supplier Phone Number 832-494-1412	
	Street Address/City/State/Zip 10100 W. Sam Houston Pkwy S. Suite 340, Houston, TX 77099			
EQUIPMENT DESCRIPTION	Equipment Description		Quantity	Serial Number
	See Attached Schedule A			
EQUIPMENT LOCATION	Street Address/City/County/State/Zip 5413 S. Rice Ave, Houston, TX 77081			
TERM AND PAYMENT SCHEDULE	LEASE TERM Term in Months <u>63</u>		RENTAL AMOUNT \$ <u>4,561.98</u> (plus applicable taxes) <i>Rental Payment Period Is Monthly Unless Otherwise Indicated</i>	
	Copy Allowance: B/W copy: <u>N/A</u> Color copy: <u>N/A</u> Scan: <u>N/A</u> Other: <u>N/A</u>		Overage Copy Charge: B/W copy: <u>N/A</u> Color copy: <u>N/A</u> Scan: <u>N/A</u> Other: <u>N/A</u>	
Meter Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual				

[SIGNATURE PAGE FOLLOWS]

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

Schedule A

Product ID	Description	Quantity	Serial#	Location	Address
8847383	Lenovo CPU Mount for CPU	2		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
920-083070	Logitech Wireless Touch Keyboard K400 - Keyboard	2		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
99C-400764	Logitech HD Pro Webcam C920 - Web camera	2		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
V51813T	ATEN V51813T HDMI Over Single Cat 5 Splitter - Video/audio extender - 8 ports	2		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
VE812R	Aten HDMI Over Single Cat 5 Receiver - 1 Output Device -	14		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
138C0C1TJ5	Lenovo - ThinkCentre M732 AIO, 17-4750S	3	M1C30G2, M1060G4, M1030G7	NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
5WS008C908	Lenovo - TopSeller ePac Priority Support 4 years	3		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
5WS008J058	Lenovo - ePac Onsite Warranty 4 yrs Parts/Labor	3		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
10HY022AUS	Lenovo ThinkCentre M700 Tiny - Intel Core i5-6500T 2.5GHz, 8GB, 256GB SSD HD	1	M10B26K9, M10J26NB	NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
5WS008J202	Lenovo - ePac Onsite Warranty 4 yrs Parts/Labor	2		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
A31360-05-0RG-5	Belkin Cat6 Patch Cable 5' - Orange	20		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
T50-02375	Microsoft Office 2016 Home & Business	2		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
J1-RP12	12PC. U1 Rackshelf Pack	1		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
10A0022AUS	Lenovo - M932 AIO touchscreen, i5-4590S, W7764, 4.0GB, 1x500GB SATA III	1	M102PFP8	NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
5WS0080606	Lenovo - TopSeller ePac Priority Support 4 years	1		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
5WS008J058	Lenovo - ePac Onsite Warranty 4 yrs Parts/Labor	1		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
M80-C3	VIZIO M 80" LED LCD TV - 16:9	1		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
M70-C3	VIZIO M 70" 2160p LED LCD TV - 16:9 - 4K UHD TV - 240 Hz	3		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
E600-D3	VIZIO E 60" 1080p LED LCD TV - 16:9	1		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
E50-C1	VIZIO E 50" 1080p LED LCD TV - 16:9	2		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
E43-C1	VIZIO E 43" 1080p LED LCD TV - 16:9	3		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
D49-C1	VIZIO D-Series 45" Class Full-Array LED TV	1		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
E40-C2	VIZIO E40-C2 - 40" - E Series LED TV - Smart TV - 1080p (FullHD)	1		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
A3-990-01-PUR	Belkin Cat6 Patch Cable 1' - Purple	1		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
ACV-730UB-MRP	Adesso ACV-730PB-MRP 1U Rackmount Keyboard with Touchpad - USB - QWERTY - 104 Keys - Black	1		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
102008-6	Cable Matters Display Port to HDMI 6' Cable	6		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
10-FJ32-200-FOTS	Revolvix FJ32 Wireless Conference Phone	1		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
5RSH3LF2PDP	Tripp Lite Rack Enclosure Cart/Over Mount Fixed Shelf Deep 2U RM	2		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
U1	Middle Atlantic Products U Series Universal Rack Shelf - 1U Wide - 35 lbs x Maximum Weight Capacity	1		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
S9SVC27	Seal Shield Silver Seal Waterproof Keyboard - Cable Connectivity - USB Interface - 104 Key - English (US)	5		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
STM342	Seal Shield Silver Storm Mouse - Optical - Cable - Black - USB - 850 dpi - Scroll Wheel - 2 Buttons	5		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
BB6S06L	AFC Back UPS 950 VA Desktop UPS - 650 VA/980 W - 12C V AC	16		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
S5800-NR	CSSH ScanShell 80NR Card Scanner - 600 dpi Optical - 24-bit Color - 8-bit Grayscale	5		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
RMK-CMPC1-18	Rackmount for Cisco Catalyst 2360-8TC & 2960S-6TC Compact Switches	2		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
A31360-07-PUR-5	Belkin Cat6 Patch Cable 7' - Purple	12		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
A31360-05-0RG-5	Belkin Cat6 Patch Cable 5' - Orange	3		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
V52384-P	Asus 23" LED LCD Monitor - 16:9 - 2 ms - Adjustable Display Angle - 19.28 x 10.80	11		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
N203-007-RC	Tripp Lite 7ft Cat6 Gigabit Snelglass Molded Patch Cable RJ45 M/PA Red 27 - 2.0m - 2 x RJ-45 Male	2		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
46-815JVB	EB 46-815JVB Electrical 14' UVB Cable Ties Black 100 pack	1		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
5111-976296	3M Dual Lock Reversible Fastener TB3550 Black	3		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
B01572	Everbilt #6 x 1 inch Pan head Phillips drive 100 pieces	3		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
B01362	Everbilt #6 x 1/2 inch Flat head Phillips drive 100 pieces	1		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
Document Management	Document Management - M-Files	10		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081
Professional R/IT Services	Professional Services/Document Management	10		NEC Bellaire Emergency Center, LP	5413 S. Rice Ave, Houston, TX 77081

Name: John Decker
 Sign: 
 Date: 7-27-16

DELIVERY AND ACCEPTANCE CERTIFICATE

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

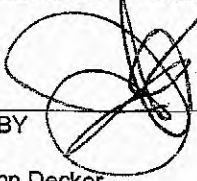


LESSEE/CUSTOMER NAME: Neighbors Global Holdings, LLC/Co Lessee: NEC Bellaire Emergency Center, LP
AGREEMENT NUMBER: 41404494

On behalf of Lessee/Customer, I hereby certify that all of the equipment and other property referred to in the above referenced Agreement (the "Agreement") with All Points Solution, Inc. DBA 3i International (the "Lessor/Owner") has been delivered, inspected and is accepted by Lessee/Customer for all purposes of the Agreement. I acknowledge that the Lessor/Owner is not the manufacturer, supplier or dealer of the Equipment.

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

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

LESSEE/CUSTOMER SIGNATURE 	For Lessor/Owner Use Only (if applicable)
BY John Decker	Name of person verifying Delivery and Acceptance of Equipment:
PRINT NAME CFO	Signature of Employee who made telephone verification:
PRINT TITLE 713-436-5200	Date of Telephone Verification:
TELEPHONE NUMBER: 7-27-16	
DATE	

MASTER EQUIPMENT LEASE AGREEMENT

50 Briar Hollow, Suite 600, Houston, TX 77027

Please fax completed Agreement to 1-866-329-8795, Questions or need assistance? Call 1-866-651-8795

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

This MASTER EQUIPMENT LEASE AGREEMENT ("Master Lease") is made this July 14, 2016 by and between **3i International** ("Lessor") and the Lessee referenced above ("Lessee"). The parties agree as follows:

1. MASTER LEASE. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment, software, fixtures, personal property and/or other property described in each schedule ("Equipment Schedule") from time to time signed by Lessor and Lessee that incorporates this Master Lease by reference (such property together with all replacements, repairs, additions and accessions thereto being referred to herein as the "Equipment"). Each Equipment Schedule that incorporates this Master Lease is sometimes hereinafter referred to as a "Lease." Each Lease shall constitute an agreement separate and distinct from this Master Lease and any other Lease. In the event of a conflict between the terms and conditions of an Equipment Schedule and the terms and conditions of this Master Lease, the terms and conditions of the Equipment Schedule shall govern, but only with respect to the corresponding Lease.

2. TERM. The obligations of the parties shall commence upon the full execution of this Master Lease and shall continue until each party has satisfied their respective obligations in this Master Lease and under each Lease. The "Lease Term" for each Lease shall commence on the date Lessee accepts the Equipment by executing a Delivery and Acceptance Certificate ("Commencement Date") and, unless terminated earlier as provided in the Lease, shall continue for the number of months specified in the Equipment Schedule from the first Rental Due Date (as defined below). If the Equipment Schedule provides for a Renewal Option, the Lease Term shall include any Renewal Term(s) selected by the Lessee and/or any other extension as provided in the Lease.

3. RENT; ADJUSTMENTS. Lessee agrees to pay Lessor rent for the Equipment, in the amount specified in the Equipment Schedule ("Rent"), due and payable on each Rental Due Date during the Lease Term without notice or demand, and any other charges, advances or reimbursements due Lessor pursuant to the Lease, due upon demand by Lessor from time to time. Lessee further agrees to pay Lessor, on the first Rental Due Date, interim rent for any partial first month during the Lease Term in an amount equal to 1/30th of the Rent for each day from and including the Commencement Date to and excluding the first Rental Due Date. The first Rent payment is due on or before the Commencement Date, as invoiced by Lessor, unless the Equipment Schedule is specified that zero (0) advance payments are due, in which case the first Rent payment will be due on the date specified by Lessor in the month following the Commencement Date, and the remaining Rent payments will be due on the same day of each subsequent month. Lessee authorizes Lessor to adjust the Rent payment up or down by not more than 15% if the total amount paid by Lessor for the purchase, delivery and installation of the Equipment, including any trade-up and buyout amounts (the "Total Cash Price") differs from the originally estimated and documented price thereof. Lessee further authorizes Lessor to increase the Rent payment, if the Commencement Date occurs after the date Lessor approved Lessee's application for the relevant Lease, to reflect any increase (i) from the date of such approval and (ii) to the Commencement Date in the interest rate swaps ("Swaps Rate") that most closely approximates the term of such Lease (determined as of the last day in the week ending prior to each of such

dates). The Swaps Rate is published in the Federal Reserve Statistical release H.15 and can be found at <http://www.federalreserve.gov/releases/h15/update/>. The Rent payment will be a fixed amount for the term of the Lease. All Rent shall be payable to Lessor and delivered to Lessor's office or such other place as Lessor may designate in writing at any time. An advance Rent payment shall be applied as the first Rent payment under the Lease. If more than one Rent payment is made by Lessee in advance, the second (and any other advance Rent payment) shall be applied to rental payments scheduled under the Lease in inverse order of maturity. Should Lessee fail to pay any part of any Rent within 3 days of its due date, Lessor shall (a) impose a late charge equal to 10% of the amount of the late payment or \$20, whichever is greater, and (b) commencing 30 days after any such payment is due under the Lease, assess interest on such delinquent payment until paid at the rate of 1.5% per month. However, if such late charge and/or interest exceeds the maximum amount of interest permitted by applicable law, such excess shall be reduced to the maximum rate permitted by law. IF THE LEASE IS REPLACING AN EXISTING LEASE, THE NEW RENT PAYMENT WILL INCLUDE THE BALANCE OF THAT LEASE AND RESULT IN A GREATER AGGREGATE COST TO LESSEE.

4. NET LEASE; RENT PAYMENTS ABSOLUTE. Each Lease is a net lease and Lessee's obligations to pay Rent in full when due are absolute and unconditional and shall not be subject to any abatement, reduction, set off, counterclaim, recoupment, defense or other right which Lessee may have or assert against Lessor, the supplier of the Equipment or any other person or entity.

5. DELIVERY AND INSTALLATION. Lessee will select the Equipment to meet its specifications and, in reliance thereon, Lessor will order such Equipment from the supplier(s) specified by Lessee or, if Lessee has previously entered into a purchase order or supply contract, such purchase order or supply contract shall be deemed assigned to Lessor upon execution of the relevant Equipment Schedule. Upon delivery and acceptance by Lessee of the Equipment designated in an Equipment Schedule, Lessee will execute and deliver to Lessor a Delivery and Acceptance Certificate. Lessee shall make all delivery arrangements with each supplier and, at Lessee's expense, will pay all transportation, packing, taxes, duties, installation, testing and other charges in connection with the delivery, installation and acceptance of the Equipment. Lessor shall have no liability to Lessee for delivery delays or failure of the supplier to deliver goods meeting the purchase order specifications. Lessee is hereby authorized to act as Lessor's agent in inspecting, accepting and rejecting delivery of Equipment, provided that all claims asserted by any supplier by reason of Lessee's rejection of any goods shall be Lessee's sole responsibility to defend, resolve and pay.

6. DISCLAIMER OF WARRANTIES. Lessee acknowledges that Lessor is not the manufacturer or supplier of the Equipment, and is not the agent of any such manufacturer or supplier. No representation or promise made by any manufacturer or supplier of the Equipment will be deemed made by or binding upon Lessor. **LESSOR MAKES NO**

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

7. ASSIGNMENT OF WARRANTY RIGHTS. Lessor hereby assigns to Lessee, for the Lease Term, any manufacturer's and/or supplier's warranties with respect to the Equipment and, provided no Default has occurred and remains uncured, Lessee is hereby authorized to enforce such warranties, in its name, at Lessee's sole expense.

8. TITLE. Title to the Equipment shall remain solely with Lessor. No right, title or interest in or to the Equipment shall pass to Lessee other than the right to possess and use the Equipment for the Lease Term and such transfer is conditioned upon Lessee's compliance with the terms and conditions of the Lease. Lessee, at its expense, will defend Lessor's title to the Equipment and will keep the Equipment free from all claims, liens, encumbrances and legal processes of Lessee's creditors and other parties, except for those claims created by or through Lessor. At Lessor's request, Lessee shall affix identification plates or markings to the Equipment clearly indicating Lessor's ownership. If any Lease is deemed to be a lease intended for security, to secure Lessee's obligations under such Lease and under all other indebtedness at any time owing by Lessee to Lessor, Lessee grants to Lessor a first priority security interest in the Equipment subject to such Lease and any and all proceeds from the use, rental or sale of such Equipment. LESSEE IRREVOCABLY AUTHORIZES LESSOR TO FILE A COPY OF THIS LEASE AND/OR ANY OTHER DOCUMENT AS A FINANCING STATEMENT AND APPOINT LESSOR OR ITS DESIGNEE AS LESSEE'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON LESSEE'S BEHALF, IF REQUIRED, SUCH FINANCING STATEMENTS COVERING THE EQUIPMENT AS LESSOR MAY DEEM NECESSARY AND REIMBURSE LESSOR FOR COST OF SUCH FILINGS AND LIEN SEARCHES.

9. PERSONAL PROPERTY. All items of Equipment shall at all times be and remain personal property notwithstanding that any such Equipment may now or hereafter be affixed to realty. Lessee, at its expense, shall obtain all such waivers as Lessor may reasonably require to assure Lessor's title and interest in, access to and right to remove the Equipment.

10. USE, LOCATION AND INSPECTION OF EQUIPMENT. So long as Lessee is not in Default under the Lease, Lessee shall be entitled to possess and use the Equipment for its business purposes in conformity with all applicable laws, ordinances, regulations, the requirements of all applicable insurance policies and of any applicable manufacturer's or supplier's warranties. Lessee shall bear all costs in connection with the operation and maintenance of the Equipment. The Equipment shall be delivered, at Lessee's direction and responsibility, to the location specified in the Equipment Schedule and shall not thereafter be removed from such location without the advance written consent of Lessor. Lessor shall have the right from time to time during Lessee's normal business hours to enter upon Lessee's premises or elsewhere for the purpose of confirming the existence, condition or proper maintenance of the Equipment. Lessee shall not, except with Lessor's prior written consent, part with possession or control of the Equipment or dispose of or encumber any interest in the Equipment or under the Lease.

11. TAXES AND FEES. Lessee will pay all excise taxes, sales and use taxes, personal property taxes, and all other taxes and charges which may be imposed by any governmental entity during the term of this

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

12. RISK OF LOSS. Lessee is responsible for any loss, theft or destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to Lessor at the end of this Lease. Lessee is required to make all Rent Payments even if there is a Loss. Lessee must notify Lessor in writing immediately of any Loss. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, (b) replace such Equipment with like equipment in good repair, condition and working order acceptable to Lessor, with clear title to such replacement equipment vested in Lessor, or (c) pay Lessor the amounts specified in Section 19 below.

13. MAINTENANCE, REPAIRS AND ALTERATIONS. Lessee shall, at its expense, keep all of the Equipment in good repair, condition and working order and shall furnish all required parts and servicing so that the value and condition of the Equipment will be maintained and preserved, reasonable wear and tear excepted. Lessee shall not, without the written approval of Lessor, make any alterations or modifications to the Equipment except for upgrades that do not impair the value, utility or marketability of the Equipment. All such alterations, modifications or upgrades will become part of the Equipment and Lessor's property, without charge, free of any liens or encumbrances. Lessee shall keep software that is part of any Equipment current with all updates, revisions, upgrades and maintenance fixes, whether obtained from the supplier, licensor or any other source.

14. INSURANCE. Lessee shall provide and maintain at its expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming Lessor as loss payee, and (b) public liability insurance in a minimum amount of one million dollars and third party property insurance, in each instance naming Lessor as an additional insured. Lessee shall provide to Lessor certificates or other evidence of such insurance when requested. Such insurance will be in a form, amount (including the minimum amount for public liability insurance stated above) and with companies acceptable to Lessor, and will provide that Lessor will be given 30 days advance notice of any cancellation or material change of such insurance. Lessor reserves the right to reject Lessee's insurance carrier for reasonable cause. IF LESSEE DOES NOT GIVE LESSOR EVIDENCE OF INSURANCE ACCEPTABLE TO LESSOR, LESSOR HAS THE RIGHT, BUT NOT THE OBLIGATION, TO OBTAIN INSURANCE COVERING LESSOR'S INTEREST IN THE EQUIPMENT FOR THE TERM OF THIS LEASE, INCLUDING ANY RENEWAL OR EXTENSIONS. LESSOR MAY ADD THE COSTS OF ACQUIRING AND MAINTAINING SUCH INSURANCE AND LESSOR'S FEES FOR LESSOR'S SERVICES IN PLACING AND MAINTAINING SUCH INSURANCE (COLLECTIVELY, "INSURANCE CHARGE"), ON WHICH LESSOR MAY EARN A PROFIT, TO THE AMOUNTS DUE FROM LESSEE UNDER THIS LEASE. Such insurance may duplicate coverage provided under Lessee's existing policy. Lessee will pay the Insurance Charge in equal installments allocated to the remaining Rent payments. Nothing in this Lease will create an insurance relationship of any type between Lessor and any other person. Lessee acknowledges that Lessor is not required to secure or maintain any insurance, and Lessor will not be liable to Lessee if Lessor terminates any insurance coverage that Lessor arranges. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims for, receive payment of, and execute and endorse all documents, checks, or drafts issued with respect to any Loss under any insurance policy relating to the Equipment.

15. RETURN OF EQUIPMENT; RESTOCKING FEE. Upon expiration, cancellation or termination of the Lease Term, or upon Lessor's demand after a Default, all, but not less than all, of the Equipment shall be immediately returned to Lessor as provided herein unless (a) Lessee has exercised a purchase option provided hereunder or (b) Lessor has

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

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

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

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

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

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

that become due under this Lease; (c) Lessor may require Lessee to deliver the Equipment to Lessor as set forth herein and terminate use of any software component of the Equipment; (d) Lessor or its agent may peacefully repossess the Equipment without court order and Lessee will not make any claims against Lessor for damages or trespass or any other reason; and (e) remedy such Default, including making repairs or modifications to the Equipment, for the account and expense of Lessee, and Lessee agrees to reimburse Lessor for all of Lessor's costs and expenses; (f) apply any deposit or other cash collateral or sale or remarketing proceeds of the Equipment at any time to reduce any amounts due to Lessor; and (g) exercise any other right or remedy which may be available to Lessor under applicable law. Notice of Lessor's intention to accelerate, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor, or any other notice whatsoever are hereby waived by Lessee and any Guarantor. Interest on all unpaid balances more than thirty days past due shall accrue at the lesser of 1.5% per month, or the maximum rate allowed by law, until paid in full. The exercise of any of the foregoing remedies by Lessor will not constitute a termination or cancellation of the Lease unless Lessor so notifies Lessee in writing. At any sale of the Equipment pursuant to this Section 19, Lessor may bid for the Equipment. Notice required, if any, of any sale or other disposition hereunder by Lessor shall be satisfied by the mailing of such notice to Lessee at least ten (10) days prior to such sale or other disposition. In the event Lessor takes possession and disposes of the Equipment, the proceeds of any such disposition shall be applied in the following order: (i) to all of Lessor's costs, charges and expenses incurred in taking, removing, holding, repairing and selling or leasing the Equipment and/or otherwise enforcing Lessor's rights hereunder; (ii) to the extent not previously paid by Lessee, to pay Lessor for any amounts then remaining unpaid under the Lease; (iii) to reimburse Lessee for any sums previously paid by Lessee as damages hereunder; and (iv) the balance, if any, shall be retained by Lessor. Lessee will remain liable for any amounts that remain due after Lessor has applied such net proceeds. Termination of a Lease under this Section 19 shall not affect Lessee's duty to perform Lessee's obligations under such Lease to Lessor in full. Lessee agrees to reimburse Lessor on demand for any and all costs and expenses incurred by Lessor in enforcing its rights and remedies hereunder following the occurrence of a Default, including, without limitation, reasonable attorney's fees, the costs of repossession, storage, insuring, re-letting, selling and disposing of any and all Equipment, all pre-judgment and post-judgment actions taken by Lessor and all actions taken by Lessor in any bankruptcy proceeding involving the Lessee, the Equipment and/or any Guarantor and Lessor's internal administration costs. Lessor's remedies under the Lease shall not be deemed exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available at law or equity. Waiver of any default or breach of the Lease shall not be construed as a waiver of subsequent or continuing defaults or breaches.

20. LESSEE'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Lessee hereby represents, warrants and covenants to Lessor that with respect to this Master Lease and each Equipment Schedule executed hereunder:

(a) if Lessee is a corporation, partnership or other business entity, Lessee (i) is duly organized, validly existing and in good standing under the laws of its state of organization, (ii) is qualified to do business in every jurisdiction in which such qualification is necessary and where the Equipment is located, (iii) has the power and authority to own its properties and carry on its business as now being conducted and to execute and perform this Master Lease and each Lease, and (iv) has duly authorized the execution, delivery and performance of this Master Lease and each Lease;

(b) No approval is required from any regulatory body, board, authority or commission, nor from any other administrative or governmental agency with respect to the execution and performance of this Master Lease or any Lease, or if required, such approval has been obtained;

(c) This Master Lease and each Lease constitutes the legal, valid and binding obligation of Lessee, enforceable in accordance with its terms, and the execution, delivery and performance hereof by Lessee will not violate any provision of any law, any order of any court or of any other

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

(d) All balance sheets, statements of profit and loss and other financial data that have been delivered to Lessor with respect to Lessee or any Guarantor (i) are complete and correct in all material respects, (ii) accurately present the financial condition of Lessee and such Guarantor as of the date, and the results of its operations for the periods for which, the same have been furnished, and (iii) have been prepared in accordance with generally accepted accounting principles consistently followed throughout the periods covered thereby; all balance sheets disclose all known liabilities, direct and contingent, as of their respective dates; and there has been no change in the condition of Lessee or any Guarantor, financial or otherwise, since the date of the most recent financial statements delivered to Lessor with respect to Lessee and such Guarantor, other than changes in the ordinary course of business, none of which changes has been materially adverse;

(e) No mortgage, deed of trust or other lien of any nature whatsoever which now covers or affects, or which may hereafter cover or affect, any property or interest therein of the Lessee, now attaches or hereafter will attach to the Equipment or in any manner affects or will affect adversely Lessor's right, title and interest therein;

(f) There are no suits or proceedings pending, or to the knowledge of Lessee, threatened, in any court or before any regulatory commission, board or other administrative governmental agency against or affecting Lessee or any Guarantor, which will have a material adverse effect on the financial condition or business of Lessee or such Guarantor;

(g) All information concerning the financial condition and business operation of Lessee submitted to Lessor pursuant to this Master Lease or any Equipment Schedule shall be true and correct;

(h) Lessee will furnish Lessor (a) within one hundred twenty (120) days after the end of each fiscal year, a copy of Lessee's financial statements for such fiscal year prepared by an independent certified public accountant and (b) within forty-five (45) days after the end of each fiscal quarter, the internal financial statements of Lessee as at the end of such fiscal period, including a balance sheet and income statement, all prepared in accordance with generally accepted accounting principles consistently applied, unaudited but certified to be true and accurate, subject to normal year-end adjustments, by Lessee's principal executive officer or its principal financial officer. In addition, Lessee shall promptly inform Lessor of any Default (as defined herein) or any events or changes in the financial condition of the Lessee which may result in a material adverse change in Lessee's financial condition; and

(i) Lessee will not change its state of incorporation or organization or its name as it appears in official filings in the state of its incorporation or organization without giving Lessor at least 10 days prior notice.

21. ASSIGNMENT. LESSEE MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR ITS INTEREST IN THIS LEASE. Lessor may, without notifying Lessee, sell, assign, or transfer this Lease and Lessor's rights to the Equipment. Lessee agrees that the new owner will have the same rights and benefits that Lessor has now under this Lease but not Lessor's obligations. The rights of the new owner will not be subject to any claim, defense or set-off that Lessee may have against Lessor. Upon request, Lessee will acknowledge in writing its receipt of notice of any such assignment.

22. SEVERABILITY. Any provision of this Master Lease or any Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition and unenforceable without invalidating the remaining provisions hereof. To the extent permitted by applicable law, Lessee hereby waives any provision of law that prohibits or renders unenforceable any provisions hereof in any respect.

23. NOTICES. All notices, reports, demands and other documents provided for herein shall be deemed to have been given or made when

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

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

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

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

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

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

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

All Points Solution, Inc. dba 3i International

NEIGHBORS GLOBAL HOLDINGS, LLC

By: _____

By:  _____

Print Name: _____

Print Name: John Decker

Print Title: _____

Print Title: CFO

Date: _____

Date: 7-14-16

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

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

Master Equipment Lease Agreement Number: 41261960

Dated: September 14, 2015

Equipment Schedule Number: 41325204

Dated: 2/14/2016

Lessor: All Points Solution, dba 3i International

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

Lessee Federal Tax ID Number: XX XXXXXX

Co-Lessee: Neighbors Health System, LLC

Co-Lessee Federal Tax ID Number: XX XXXXXX

Co-Lessee: NEC Porter Emergency Center, LP

Co-Lessee Federal Tax ID Number: XX XXXXXX

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

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

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

EQUIPMENT AND LEASE INFORMATION:

SUPPLIER INFORMATION	Supplier Name ("SUPPLIER") All Points Solutions, Inc.	Supplier Phone Number 832-424-1412
	Street Address/City/State/Zip 10100 W. Sam Houston Pkwy S., Suite 340, Houston, TX 77099	
EQUIPMENT DESCRIPTION	Equipment Description	Quantity
	See Attached Schedule A	
EQUIPMENT LOCATION	Street Address/City/County/State/Zip	
	22676 US Hwy 59, Porter, TX 77365	
TERM AND PAYMENT SCHEDULE	LEASE TERM	RENTAL AMOUNT
	Term in Months: 63	\$ 3,800.00 (plus applicable taxes) Rental Payment Period is Monthly Unless Otherwise Indicated
	Copy Allowance: B/W copy: N/A Scan: N/A	Overage Copy Charge: B/W copy: N/A Scan: N/A
	Color copy: N/A Other: N/A	Color copy: N/A Other: N/A
Meter Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual		

[SIGNATURE PAGE FOLLOWS]

ALL POINTS SOLUTION, INC. DBA 3I INTERNATIONAL

By: [Signature]
Name: ATREY
Title: Team Leader

CO-LESSEE: NEIGHBORS HEALTH SYSTEM, LLC

By: [Signature]
(Must Be Signed by Authorized Corporate Officer, Partner or Proprietor)
Name: John Decker
Title: CFO

NEIGHBORS LEGACY HOLDINGS, INC. DBA
NEIGHBORS HEALTH SYSTEM, INC.

By: [Signature]
(Must Be Signed by Authorized Corporate Officer, Partner or Proprietor)
Name: John Decker
Title: CFO

CO-LESSEE: NEC Porter Emergency Center, LP

By: [Signature]
(Must Be Signed by Authorized Corporate Officer, Partner or Proprietor)
Name: John Decker
Title: CFO


Neighbors Legacy Holdings, Inc.
 NEC Porter Emergency Center, LP
 Lenses41323236

Schedule A

Product ID	Description	Quantity	Serial#	Location	Address
757401575	Y. 10000 Office 2012 Home & Business 31/64GB - 1 Machine - Office Term - PC - Ergo	12		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
102505850	AMD FirePro 2430	1		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
0647383	Lenovo - Think Sandwich Kit - System Mounting Brackets	1		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
960-002754	Logitech HD Pro Webcam C920 - web camera	1		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
970-003070	Logitech Wireless Keyboard K780 (no cord)	1		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
10-101-200-4075	Avaya 432 Wireless Conference Phone	1		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
1080001105	Lenovo - ThinkCentre M73z AIO, 17-4390S	6	M1031062	NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
			M1031063		
			M1031064		
			M1031065		
			M1031066		
			M1031067		
5W5003059	Lenovo - 4 Year OnSite Warranty 4 yrs Parts/Labor	6		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
5W5003060	Lenovo - TopSeller 4 yr Priority Support 4 years	6		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
2707000005	Lenovo - ThinkPad C940 15.6 5-4GB 500GB	1	M1027342	NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
5W5003226	Lenovo - TopSeller 4 yr Priority Support 4 years	1		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
5W5003194	Lenovo - 4 Year OnSite Warranty 4 yrs Parts/Labor	1		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
10A104055	Lenovo - ThinkCentre M85 5-4590	1	M1031067	NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
5W5003033	Lenovo - 4 Year OnSite Warranty 4 yrs Parts/Labor + Tech Install CPU	1		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
10A0002005	Lenovo - ThinkCentre M85p - Tiny desktop Core i5 4570/4GB/8GB	4	M1031062	NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
			M1031063		
			M1031064		
			M1031065		
			M1031066		
			M1031067		
5W5000755	Lenovo - TopSeller 4 yr Priority Support 4 years	4		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
V2197L	ASUS V2197L - LED monitor	1		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
U2413	Dell UltraSharp U2413	3		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
DM10V54A-003	Asus V2197L 17" LED monitor	1		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
ASUS-SG-500-001-K9	Cisco ASA 5505-X Firewall - Edition M7 Security Plus w/ SmartNET 24x7	2		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
3E90048-45-94	Cisco Small Business SG300-51 - switch - 52 ports w/ SmartNET 24x7	3		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
A-9-CT3504-5W9	Cisco 3504 Wireless Controller - Network management device - 4 ports - 5 access points - 1000-LM - 6000-LAN - 1000-10	2		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
A-9-CT3502-4W9	Cisco Catalyst 3502-48-48-48 - Wireless access point - 802.11b/g/n - Dual band	8		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
A-9-CT3504-6WNT	Cisco 3504 Wireless Controller Rack Mount Bracket - Tech mounting kit - for Cisco 3504 Wireless Controller	1		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
SG300-001A-PAS-4A	Cisco SG300-50MP-10 70m Gigabit L3 PoE managed switch w/ SmartNET 24x7	1		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
W3-C3506C-001-C5	Cisco Catalyst 3506-CX 24 Port Catalyst PoE w/ SmartNET 24x7	2		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
CO4-SMT-AS-4550E	SMARTnet 24x7	1		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
CO4-SMT-SW-3049A	SMARTnet 24x7	1		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
CO4-SMT-CT350	SMARTnet 24x7	1		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
CO4-SMT-CT352A	SMARTnet 24x7	2		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
CO4-SMT-SG300-51	SMARTnet 24x7	1		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
CO4-SMT-AS-3507C	SMARTnet 24x7	2		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
PDU-415	Tripp Lite PDJ415 120V 5A 5 138 13 Outlet	4		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
W3-448	Tripp Lite N202-C48 48 Port 20 Stackmount CPE Patch Panel	1		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
SMART200BM222U	Tripp Lite 200VA 200VA UPS Smart Rackmount	1		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
AP-8734-2L	Tripp Lite Smart UPS 48V 1000 1000W Rackmount	1		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
LARK-KE-W349	Stamps.com 50sq HD Mounting Screws and Caps Not for stock sale	3		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
RE1004CT	StarTech.com Universal Swivel USB-A LCD	1		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
8W510584E	StarTech.com 4 Port Rack Mountable USB KVM Swtch with Audio & USB 2.0 Hub	1		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
8W510604E	StarTech.com 4 Port Rack Mount Brackets for KVM Swtch (SV411 Series)	1		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
8W510624E	StarTech.com 2-Port USB KVM Swtch	1		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
HP-065	Metric AdSense HP-065-1 - Rack cable management kit (horizontal) - black powder coat	1		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
HP-067	Metric AdSense HP-067-2 - Rack cable management kit (horizontal) - black powder coat	1		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
VS-161BT	ATCA VS161BT 8 Port HDMI Over Single Link SFPs	1		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365
V2122	ATCA VS161BT HDMI Over Single Link SFPs	12		NEC Porter Emergency Center, LP	12678 US Hwy 59, Porter, TX 77365

A3L980-C7-PUR-S	Belkin Cat6 Patch Cable 7' - Purple	12	NEC Porter Emergency Center, LP	22678 US Hwy 59, Porter, TX 77365
A3L980-C1-PUR	Belkin Cat6 Patch Cable 3' - Purple	2	NEC Porter Emergency Center, LP	22678 US Hwy 59, Porter, TX 77365
A3L980-C5-ORG-S	Belkin Cat6 Patch Cable 5' - Orange	3	NEC Porter Emergency Center, LP	22678 US Hwy 59, Porter, TX 77365
A3L980S14-RED-S	Belkin Cat6 Patch Cable 14' - Red	2	NEC Porter Emergency Center, LP	22678 US Hwy 59, Porter, TX 77365
A3L980B7-RED-S	Belkin Cat6 Patch Cable 7' - Red	1	NEC Porter Emergency Center, LP	22678 US Hwy 59, Porter, TX 77365
B6660G1	APC Back-UPS 650VA	8	NEC Porter Emergency Center, LP	22678 US Hwy 59, Porter, TX 77365
BR1500G	APC Back-UPS RS 1500	2	NEC Porter Emergency Center, LP	22678 US Hwy 59, Porter, TX 77365
S4936	Cable Matters DisplayPort to HDMI 6 feet cable	2	NEC Porter Emergency Center, LP	22678 US Hwy 59, Porter, TX 77365
S4901	Cable Matters Mini DisplayPort to DisplayPort 6 feet cable	2	NEC Porter Emergency Center, LP	22678 US Hwy 59, Porter, TX 77365
S5762	HDMI Cable 3'	2	NEC Porter Emergency Center, LP	22678 US Hwy 59, Porter, TX 77365
V5238H-P	Ajus V5238H-P 23Inch Full HD LED Monitor	20	NEC Porter Emergency Center, LP	22678 US Hwy 59, Porter, TX 77365
E32-C1	VIZIO E32-C1 - 32" Class (31.5" viewable) E Series LED TV - Smart TV - 1080p	10	NEC Porter Emergency Center, LP	22678 US Hwy 59, Porter, TX 77365
E40-C1	Vizio E Series 40" LED 1080p	5	NEC Porter Emergency Center, LP	22678 US Hwy 59, Porter, TX 77365
E50-C1	Vizio E Series 50" LED 1080p	3	NEC Porter Emergency Center, LP	22678 US Hwy 59, Porter, TX 77365
9034J	VELCRO One Wrap roll 12' x 3/4" -9034Q	2	NEC Porter Emergency Center, LP	22678 US Hwy 59, Porter, TX 77365
91372	VELCRO One Wrap roll 30' x 1 1/2" -91372	10	NEC Porter Emergency Center, LP	22678 US Hwy 59, Porter, TX 77365
9111197R255	3M Dual Lock Reversible Fastener TB5550 Black	3	NEC Porter Emergency Center, LP	22678 US Hwy 59, Porter, TX 77365
801572	Everbilt #5 x 1 inch Pan head Phillips drive 100 pieces	1	NEC Porter Emergency Center, LP	22678 US Hwy 59, Porter, TX 77365
801362	Everbilt #6 x 1/2 inch Flat head Phillips drive 100 pieces	1	NEC Porter Emergency Center, LP	22678 US Hwy 59, Porter, TX 77365
2391E	EZ Anchor Stud Bolter #7 x 1 1/4 inch Phillips drive Drywall anchors 50 pack	1	NEC Porter Emergency Center, LP	22678 US Hwy 59, Porter, TX 77365
CT-145-BK	Commercial Electric 14 inch Black Cable ties 300 pack	1	NEC Porter Emergency Center, LP	22678 US Hwy 59, Porter, TX 77365
ERSH1LF2P	Tripp Lite Rackmount shelf	1	NEC Porter Emergency Center, LP	22678 US Hwy 59, Porter, TX 77365
ACK-730PB-MRP	Asus ACK-730PB-MRP - Rackmount Keyboard with Touchpad	1	NEC Porter Emergency Center, LP	22678 US Hwy 59, Porter, TX 77365
TD2	Middle Atlantic 1 Space Heavy Duty Rack Shelf	1	NEC Porter Emergency Center, LP	22678 US Hwy 59, Porter, TX 77365
Document Management	Document Management - M-Files	1	NEC Porter Emergency Center, LP	22678 US Hwy 59, Porter, TX 77365
Professional Services	Professional Services/Document Management	10	NEC Porter Emergency Center, LP	22678 US Hwy 59, Porter, TX 77365

Name: John Dickson

Sign: 

Date: 2/4/16

DELIVERY AND ACCEPTANCE CERTIFICATE

Please fax completed and signed D&A Certificate to 1-866-329-8795
 Questions or need assistance? Call 1-866-561-8795




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

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

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

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

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

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

MASTER EQUIPMENT LEASE AGREEMENT

50 Briar Hollow, Suite 600, Houston, TX 77027

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

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

This MASTER EQUIPMENT LEASE AGREEMENT ("Master Lease") is made this September 14, 20¹⁵ by and between 3i International ("Lessor") and the Lessee referenced above ("Lessee"). The parties agree as follows:

1. **MASTER LEASE.** Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment, software, fixtures, personal property and/or other property described in each schedule ("Equipment Schedule") from time to time signed by Lessor and Lessee that incorporates this Master Lease by reference (such property together with all replacements, repairs, additions and accessions thereto being referred to herein as the "Equipment"). Each Equipment Schedule that incorporates this Master Lease is sometimes hereinafter referred to as a "Lease." Each Lease shall constitute an agreement separate and distinct from this Master Lease and any other Lease. In the event of a conflict between the terms and conditions of an Equipment Schedule and the terms and conditions of this Master Lease, the terms and conditions of the Equipment Schedule shall govern, but only with respect to the corresponding Lease.

2. **TERM.** The obligations of the parties shall commence upon the full execution of this Master Lease and shall continue until each party has satisfied their respective obligations in this Master Lease and under each Lease. The "Lease Term" for each Lease shall commence on the date Lessee accepts the Equipment by executing a Delivery and Acceptance Certificate ("Commencement Date") and, unless terminated earlier as provided in the Lease, shall continue for the number of months specified in the Equipment Schedule from the first Rental Due Date (as defined below). If the Equipment Schedule provides for a Renewal Option, the Lease Term shall include any Renewal Term(s) selected by the Lessee and/or any other extension as provided in the Lease.

3. **RENT; ADJUSTMENTS.** Lessee agrees to pay Lessor rent for the Equipment, in the amount specified in the Equipment Schedule ("Rent"), due and payable on each Rental Due Date during the Lease Term without notice or demand, and any other charges, advances or reimbursements due Lessor pursuant to the Lease, due upon demand by Lessor from time to time. Lessee further agrees to pay Lessor, on the first Rental Due Date, interim rent for any partial first month during the Lease Term in an amount equal to 1/30th of the Rent for each day from and including the Commencement Date to and excluding the first Rental Due Date. The first Rent payment is due on or before the Commencement Date, as invoiced by Lessor, unless the Equipment Schedule is specified that zero (0) advance payments are due, in which case the first Rent payment will be due on the date specified by Lessor in the month following the Commencement Date, and the remaining Rent payments will be due on the same day of each subsequent month. Lessee authorizes Lessor to adjust the Rent payment up or down by not more than 15% if the total amount paid by Lessor for the purchase, delivery and installation of the Equipment, including any trade-up and buyout amounts (the "Total Cash Price") differs from the originally estimated and documented price thereof. Lessee further authorizes Lessor to increase the Rent payment, if the Commencement Date occurs after the date Lessor approved Lessee's application for the relevant Lease, to reflect any increase (i) from the date of such approval and (ii) to the Commencement Date in the interest rate swaps ("Swaps Rate") that most-closely approximates the term of such Lease (determined as of the last day in the week ending prior to each of such

dates). The Swaps Rate is published in the Federal Reserve Statistical release H.15 and can be found at <http://www.federalreserve.gov/releases/h15/update/>. The Rent payment will be a fixed amount for the term of the Lease. All Rent shall be payable to Lessor and delivered to Lessor's office or such other place as Lessor may designate in writing at any time. An advance Rent payment shall be applied as the first Rent payment under the Lease. If more than one Rent payment is made by Lessee in advance, the second (and any other advance Rent payment) shall be applied to rental payments scheduled under the Lease in inverse order of maturity. Should Lessee fail to pay any part of any Rent within 3 days of its due date, Lessor shall (a) impose a late charge equal to 10% of the amount of the late payment or \$20, whichever is greater, and (b) commencing 30 days after any such payment is due under the Lease, assess interest on such delinquent payment until paid at the rate of 1.5% per month. However, if such late charge and/or interest exceeds the maximum amount of interest permitted by applicable law, such excess shall be reduced to the maximum rate permitted by law. IF THE LEASE IS REPLACING AN EXISTING LEASE, THE NEW RENT PAYMENT WILL INCLUDE THE BALANCE OF THAT LEASE AND RESULT IN A GREATER AGGREGATE COST TO LESSEE.

4. **NET LEASE; RENT PAYMENTS ABSOLUTE.** Each Lease is a net lease and Lessee's obligations to pay Rent in full when due are absolute and unconditional and shall not be subject to any abatement, reduction, set off, counterclaim, recoupment, defense or other right which Lessee may have or assert against Lessor, the supplier of the Equipment or any other person or entity.

5. **DELIVERY AND INSTALLATION.** Lessee will select the Equipment to meet its specifications and, in reliance thereon, Lessor will order such Equipment from the supplier(s) specified by Lessee or, if Lessee has previously entered into a purchase order or supply contract, such purchase order or supply contract shall be deemed assigned to Lessor upon execution of the relevant Equipment Schedule. Upon delivery and acceptance by Lessee of the Equipment designated in an Equipment Schedule, Lessee will execute and deliver to Lessor a Delivery and Acceptance Certificate. Lessee shall make all delivery arrangements with each supplier and, at Lessee's expense, will pay all transportation, packing, taxes, duties, installation, testing and other charges in connection with the delivery, installation and acceptance of the Equipment. Lessor shall have no liability to Lessee for delivery delays or failure of the supplier to deliver goods meeting the purchase order specifications. Lessee is hereby authorized to act as Lessor's agent in inspecting, accepting and rejecting delivery of Equipment, provided that all claims asserted by any supplier by reason of Lessee's rejection of any goods shall be Lessee's sole responsibility to defend, resolve and pay.

6. **DISCLAIMER OF WARRANTIES.** Lessee acknowledges that Lessor is not the manufacturer or supplier of the Equipment, and is not the agent of any such manufacturer or supplier. No representation or promise made by any manufacturer or supplier of the Equipment will be deemed made by or binding upon Lessor. **LESSOR MAKES NO**

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

7. ASSIGNMENT OF WARRANTY RIGHTS. Lessor hereby assigns to Lessee, for the Lease Term, any manufacturer's and/or supplier's warranties with respect to the Equipment and, provided no Default has occurred and remains uncured, Lessee is hereby authorized to enforce such warranties, in its name, at Lessee's sole expense.

8. TITLE. Title to the Equipment shall remain solely with Lessor. No right, title or interest in or to the Equipment shall pass to Lessee other than the right to possess and use the Equipment for the Lease Term and such transfer is conditioned upon Lessee's compliance with the terms and conditions of the Lease. Lessee, at its expense, will defend Lessor's title to the Equipment and will keep the Equipment free from all claims, liens, encumbrances and legal processes of Lessee's creditors and other parties, except for those claims created by or through Lessor. At Lessor's request, Lessee shall affix identification plates or markings to the Equipment clearly indicating Lessor's ownership. If any Lease is deemed to be a lease intended for security, to secure Lessee's obligations under such Lease and under all other indebtedness at any time owing by Lessee to Lessor, Lessee grants to Lessor a first priority security interest in the Equipment subject to such Lease and any and all proceeds from the use, rental or sale of such Equipment. LESSEE IRREVOCABLY AUTHORIZES LESSOR TO FILE A COPY OF THIS LEASE AND/OR ANY OTHER DOCUMENT AS A FINANCING STATEMENT AND APPOINT LESSOR OR ITS DESIGNEE AS LESSEE'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON LESSEE'S BEHALF, IF REQUIRED, SUCH FINANCING STATEMENTS COVERING THE EQUIPMENT AS LESSOR MAY DEEM NECESSARY AND REIMBURSE LESSOR FOR COST OF SUCH FILINGS AND LIEN SEARCHES.

9. PERSONAL PROPERTY. All items of Equipment shall at all times be and remain personal property notwithstanding that any such Equipment may now or hereafter be affixed to realty. Lessee, at its expense, shall obtain all such waivers as Lessor may reasonably require to assure Lessor's title and interest in, access to and right to remove the Equipment.

10. USE, LOCATION AND INSPECTION OF EQUIPMENT. So long as Lessee is not in Default under the Lease, Lessee shall be entitled to possess and use the Equipment for its business purposes in conformity with all applicable laws, ordinances, regulations, the requirements of all applicable insurance policies and of any applicable manufacturer's or supplier's warranties. Lessee shall bear all costs in connection with the operation and maintenance of the Equipment. The Equipment shall be delivered, at Lessee's direction and responsibility, to the location specified in the Equipment Schedule and shall not thereafter be removed from such location without the advance written consent of Lessor. Lessor shall have the right from time to time during Lessee's normal business hours to enter upon Lessee's premises or elsewhere for the purpose of confirming the existence, condition or proper maintenance of the Equipment. Lessee shall not, except with Lessor's prior written consent, part with possession or control of the Equipment or dispose of or encumber any interest in the Equipment or under the Lease.

11. TAXES AND FEES. Lessee will pay all excise taxes, sales and use taxes, personal property taxes, and all other taxes and charges which may be imposed by any governmental entity during the term of this

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

12. RISK OF LOSS. Lessee is responsible for any loss, theft or destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to Lessor at the end of this Lease. Lessee is required to make all Rent Payments even if there is a Loss. Lessee must notify Lessor in writing immediately of any Loss. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, (b) replace such Equipment with like equipment in good repair, condition and working order acceptable to Lessor, with clear title to such replacement equipment vested in Lessor, or (c) pay Lessor the amounts specified in Section 19 below.

13. MAINTENANCE, REPAIRS AND ALTERATIONS. Lessee shall, at its expense, keep all of the Equipment in good repair, condition and working order and shall furnish all required parts and servicing so that the value and condition of the Equipment will be maintained and preserved, reasonable wear and tear excepted. Lessee shall not, without the written approval of Lessor, make any alterations or modifications to the Equipment except for upgrades that do not impair the value, utility or marketability of the Equipment. All such alterations, modifications or upgrades will become part of the Equipment and Lessor's property, without charge, free of any liens or encumbrances. Lessee shall keep software that is part of any Equipment current with all updates, revisions, upgrades and maintenance fixes, whether obtained from the supplier, licensor or any other source.

14. INSURANCE. Lessee shall provide and maintain at its expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming Lessor as loss payee, and (b) public liability insurance in a minimum amount of one million dollars and third party property insurance, in each instance naming Lessor as an additional insured. Lessee shall provide to Lessor certificates or other evidence of such insurance when requested. Such insurance will be in a form, amount (including the minimum amount for public liability insurance stated above) and with companies acceptable to Lessor, and will provide that Lessor will be given 30 days advance notice of any cancellation or material change of such insurance. Lessor reserves the right to reject Lessee's insurance carrier for reasonable cause. IF LESSEE DOES NOT GIVE LESSOR EVIDENCE OF INSURANCE ACCEPTABLE TO LESSOR, LESSOR HAS THE RIGHT, BUT NOT THE OBLIGATION, TO OBTAIN INSURANCE COVERING LESSOR'S INTEREST IN THE EQUIPMENT FOR THE TERM OF THIS LEASE, INCLUDING ANY RENEWAL OR EXTENSIONS. LESSOR MAY ADD THE COSTS OF ACQUIRING AND MAINTAINING SUCH INSURANCE AND LESSOR'S FEES FOR LESSOR'S SERVICES IN PLACING AND MAINTAINING SUCH INSURANCE (COLLECTIVELY, "INSURANCE CHARGE"), ON WHICH LESSOR MAY EARN A PROFIT, TO THE AMOUNTS DUE FROM LESSEE UNDER THIS LEASE. Such insurance may duplicate coverage provided under Lessee's existing policy. Lessee will pay the Insurance Charge in equal installments allocated to the remaining Rent payments. Nothing in this Lease will create an insurance relationship of any type between Lessor and any other person. Lessee acknowledges that Lessor is not required to secure or maintain any insurance, and Lessor will not be liable to Lessee if Lessor terminates any insurance coverage that Lessor arranges. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims for, receive payment of, and execute and endorse all documents, checks, or drafts issued with respect to any Loss under any insurance policy relating to the Equipment.

15. RETURN OF EQUIPMENT; RESTOCKING FEE. Upon expiration, cancellation or termination of the Lease Term, or upon Lessor's demand after a Default, all, but not less than all, of the Equipment shall be immediately returned to Lessor as provided herein unless (a) Lessee has exercised a purchase option provided hereunder or (b) Lessor has

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

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

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

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

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

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

that become due under this Lease; (c) Lessor may require Lessee to deliver the Equipment to Lessor as set forth herein and terminate use of any software component of the Equipment; (d) Lessor or its agent may peacefully repossess the Equipment without court order and Lessee will not make any claims against Lessor for damages or trespass or any other reason; and (e) remedy such Default, including making repairs or modifications to the Equipment, for the account and expense of Lessee, and Lessee agrees to reimburse Lessor for all of Lessor's costs and expenses; (f) apply any deposit or other cash collateral or sale or remarketing proceeds of the Equipment at any time to reduce any amounts due to Lessor; and (g) exercise any other right or remedy which may be available to Lessor under applicable law. Notice of Lessor's intention to accelerate, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor, or any other notice whatsoever are hereby waived by Lessee and any Guarantor. Interest on all unpaid balances more than thirty days past due shall accrue at the lesser of 1.5% per month, or the maximum rate allowed by law, until paid in full. The exercise of any of the foregoing remedies by Lessor will not constitute a termination or cancellation of the Lease unless Lessor so notifies Lessee in writing. At any sale of the Equipment pursuant to this Section 19, Lessor may bid for the Equipment. Notice required, if any, of any sale or other disposition hereunder by Lessor shall be satisfied by the mailing of such notice to Lessee at least ten (10) days prior to such sale or other disposition. In the event Lessor takes possession and disposes of the Equipment, the proceeds of any such disposition shall be applied in the following order: (i) to all of Lessor's costs, charges and expenses incurred in taking, removing, holding, repairing and selling or leasing the Equipment and/or otherwise enforcing Lessor's rights hereunder; (ii) to the extent not previously paid by Lessee, to pay Lessor for any amounts then remaining unpaid under the Lease; (iii) to reimburse Lessee for any sums previously paid by Lessee as damages hereunder; and (iv) the balance, if any, shall be retained by Lessor. Lessee will remain liable for any amounts that remain due after Lessor has applied such net proceeds. Termination of a Lease under this Section 19 shall not affect Lessee's duty to perform Lessee's obligations under such Lease to Lessor in full. Lessee agrees to reimburse Lessor on demand for any and all costs and expenses incurred by Lessor in enforcing its rights and remedies hereunder following the occurrence of a Default, including, without limitation, reasonable attorney's fees, the costs of repossession, storage, insuring, re-letting, selling and disposing of any and all Equipment, all pre-judgment and post-judgment actions taken by Lessor and all actions taken by Lessor in any bankruptcy proceeding involving the Lessee, the Equipment and/or any Guarantor and Lessor's internal administration costs. Lessor's remedies under the Lease shall not be deemed exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available at law or equity. Waiver of any default or breach of the Lease shall not be construed as a waiver of subsequent or continuing defaults or breaches.

20. LESSEE'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Lessee hereby represents, warrants and covenants to Lessor that with respect to this Master Lease and each Equipment Schedule executed hereunder:

(a) If Lessee is a corporation, partnership or other business entity, Lessee (i) is duly organized, validly existing and in good standing under the laws of its state of organization, (ii) is qualified to do business in every jurisdiction in which such qualification is necessary and where the Equipment is located, (iii) has the power and authority to own its properties and carry on its business as now being conducted and to execute and perform this Master Lease and each Lease, and (iv) has duly authorized the execution, delivery and performance of this Master Lease and each Lease;

(b) No approval is required from any regulatory body, board, authority or commission, nor from any other administrative or governmental agency with respect to the execution and performance of this Master Lease or any Lease, or if required, such approval has been obtained;

(c) This Master Lease and each Lease constitutes the legal, valid and binding obligation of Lessee, enforceable in accordance with its terms, and the execution, delivery and performance hereof by Lessee will not violate any provision of any law, any order of any court or of any other

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

(d) All balance sheets, statements of profit and loss and other financial data that have been delivered to Lessor with respect to Lessee or any Guarantor (i) are complete and correct in all material respects, (ii) accurately present the financial condition of Lessee and such Guarantor as of the date, and the results of its operations for the periods for which, the same have been furnished, and (iii) have been prepared in accordance with generally accepted accounting principles consistently followed throughout the periods covered thereby; all balance sheets disclose all known liabilities, direct and contingent, as of their respective dates; and there has been no change in the condition of Lessee or any Guarantor, financial or otherwise, since the date of the most recent financial statements delivered to Lessor with respect to Lessee and such Guarantor, other than changes in the ordinary course of business, none of which changes has been materially adverse;

(e) No mortgage, deed of trust or other lien of any nature whatsoever which now covers or affects, or which may hereafter cover or affect, any property or interest therein of the Lessee, now attaches or hereafter will attach to the Equipment or in any manner affects or will affect adversely Lessor's right, title and interest therein;

(f) There are no suits or proceedings pending, or to the knowledge of Lessee, threatened, in any court or before any regulatory commission, board or other administrative governmental agency against or affecting Lessee or any Guarantor, which will have a material adverse effect on the financial condition or business of Lessee or such Guarantor.

(g) All information concerning the financial condition and business operation of Lessee submitted to Lessor pursuant to this Master Lease or any Equipment Schedule shall be true and correct;

(h) Lessee will furnish Lessor (a) within one hundred twenty (120) days after the end of each fiscal year, a copy of Lessee's financial statements for such fiscal year prepared by an independent certified public accountant and (b) within forty-five (45) days after the end of each fiscal quarter, the internal financial statements of Lessee as at the end of such fiscal period, including a balance sheet and income statement, all prepared in accordance with generally accepted accounting principles consistently applied, unaudited but certified to be true and accurate, subject to normal year-end adjustments, by Lessee's principal executive officer or its principal financial officer. In addition, Lessee shall promptly inform Lessor of any Default (as defined herein) or any events or changes in the financial condition of the Lessee which may result in a material adverse change in Lessee's financial condition; and

(i) Lessee will not change its state of incorporation or organization or its name as it appears in official filings in the state of its incorporation or organization without giving Lessor at least 10 days prior notice.

21. ASSIGNMENT. LESSEE MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR ITS INTEREST IN THIS LEASE. Lessor may, without notifying Lessee, sell, assign, or transfer this Lease and Lessor's rights to the Equipment. Lessee agrees that the new owner will have the same rights and benefits that Lessor has now under this Lease but not Lessor's obligations. The rights of the new owner will not be subject to any claim, defense or set-off that Lessee may have against Lessor. Upon request, Lessee will acknowledge in writing its receipt of notice of any such assignment.

22. SEVERABILITY. Any provision of this Master Lease or any Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition and unenforceable without invalidating the remaining provisions hereof. To the extent permitted by applicable law, Lessee hereby waives any provision of law that prohibits or renders unenforceable any provisions hereof in any respect.

23. NOTICES. All notices, reports, demands and other documents provided for herein shall be deemed to have been given or made when

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

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

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

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

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

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

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

3i International

By: *Sharon Martin*
Print Name: Attorney In Fact
Print Title: Sharon Martin
Date: Team Leader

Neighbors Health System Inc.

By: *[Signature]*
Print Name: John Diller
Print Title: CP
Date: _____

AMENDMENT TO MASTER EQUIPMENT LEASE AGREEMENT

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

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

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

PRELIMINARY STATEMENTS

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

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

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

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


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

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

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

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

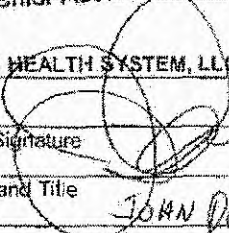
ALL POINTS SOLUTION, INC. DBA 3I INTERNATIONAL

Lessor
 
 Authorized Signature
 Print Name and Title
 Dara Rapallo
 Senior Account Manager

NEIGHBORS LEGACY HOLDINGS, INC. FKA NEIGHBORS HEALTH SYSTEM, INC.

Lessee
 
 Authorized Signature
 Print Name and Title
 John Decker / CFO

NEIGHBORS HEALTH SYSTEM, LLC

Co-Lessee
 
 Authorized Signature
 Print Name and Title
 John Decker / CFO

Amended



SECRETARY'S CERTIFICATE

**SECRETARY'S CERTIFICATE RELATING TO
INCUMBENCY AND CORPORATE RESOLUTIONS**

The undersigned, Dharmesh Patel Secretary of

Neighbors GP, LLC a Texas limited liability company (the "Company") hereby certifies as follows:

1. I am the duly elected, qualified and acting Secretary of the Company and have the custody of the Company's records and minutes.
2. The following named individuals: (a) have been properly elected or appointed to the offices indicated below; (b) currently hold such office at this time; and (c) have provided the specimen signatures appearing beside their names.

Name	Title	Specimen Signature
<u>Setul Patel</u>	Director	
<u>John Decker</u>	Director	

3. The following resolutions were duly adopted by the Board of Directors of the Company and remain in effect as of the date of this Certificate:

RESOLVED, that certain limited partnerships in which the Company acts as the General Partner (including those listed on Exhibit A hereto, and others that may be formed subsequently), may from time to time enter into a Master Equipment Lease Agreement ("MELA") with All Points Solution, Inc. dba 3i International ("3i"), including one or more Equipment Lease Schedules ("Schedules") thereto for office equipment (collectively, the MELA and each Schedule are referred to herein individually as a "Lease" and collectively as "Leases"); and

RESOLVED, that the Company (through its duly authorized Directors/Officers) shall sign the Leases on behalf of the limited partnerships; and

RESOLVED, that Setul Patel and John Decker, whose titles and specimen signatures are set forth above, are duly authorized to sign and deliver agreements and other documents related to the Leases on behalf of the Company; and

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

4. I am one of the duly authorized officers of the Company that make certificates on its behalf and I have caused this certificate to be executed and the seal of the Company to be placed on this certificate this 1 day of September, 2015.

(Corporate Seal)


Secretary

Exhibit A to Secretary's Certificate

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

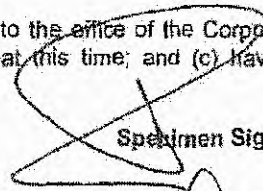

SECRETARY'S CERTIFICATE

SECRETARY'S CERTIFICATE RELATING TO INCUMBENCY AND CORPORATE RESOLUTIONS

The undersigned, DHARMASHA PATEL Secretary of

Neighbors Legacy Holdings, Inc. a Texas corporation (the "Corporation") hereby certifies as follows:

- I am the duly elected, qualified and acting Secretary of the Corporation and have the custody of the corporate records, minutes and corporate seal.
- The following named individuals: (a) have been properly elected to the office of the Corporation indicated below as of November 6, 2015; (b) currently hold such office at this time; and (c) have provided the specimen signatures appearing beside their names.

Name	Title	Specimen Signature
<u>Setul Patel</u>	<u>President and CEO</u>	
<u>John Decker</u>	<u>CFO</u>	

- The following resolutions were duly adopted by the Board of Directors of the Corporation and remain in effect as of the date of this Certificate:

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

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

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

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

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

- I am one of the duly authorized officers of the Corporation that make certificates on its behalf and I have caused this certificate to be executed and the seal of the Corporation to be placed on this certificate this 2 day of February, 2016.

(Corporate Seal)


Secretary Dharmasha Patel, M.D.

Exhibit A to Secretary's Certificate

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

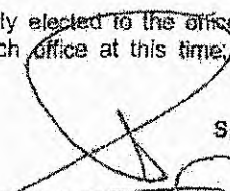
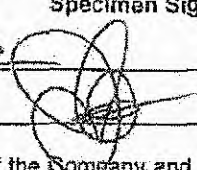
SECRETARY'S CERTIFICATE

SECRETARY'S CERTIFICATE RELATING TO INCUMBENCY AND COMPANY RESOLUTIONS

The undersigned, DHARNESH PATEL Secretary of

Neighbors Health System, LLC a Texas limited liability company (the "Company") hereby certifies as follows:

- 1. I am the duly elected, qualified and acting Secretary of the Company and have the custody of its records, minutes and seal.
- 2. The following named individuals: (a) have been properly elected to the office of the Company indicated below as of November 6, 2015; (b) currently hold such office at this time; and (c) have provided the specimen signatures appearing beside their names.

Name	Title	Specimen Signature
<u>Setul Patel</u>	<u>CEO</u>	
<u>John Decker</u>	<u>COO</u>	

- 3. The following resolutions were duly adopted by the Board of Directors of the Company and remain in effect as of the date of this Certificate:

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

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

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

RESOLVED, that Setul Patel and John Decker, each a Director, are each duly authorized to sign and deliver agreements and other documents related to the Leases on behalf of the Company; and

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

- 4. I am one of the duly authorized officers of the Company that make certificates on its behalf and I have caused this certificate to be executed and the seal of the Company to be placed on this certificate this 2 day of February, 2016.

(Company Seal)


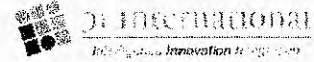

Secretary Dharnesh Patel, M.D.

Exhibit A to Secretary's Certificate

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



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

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

Master Equipment Lease Agreement Number: 41395501

Dated: 7/15/2016

Equipment Schedule Number: 41404518

Dated: 8/15/2016

Lessor: All Points Solution, dba 3i International

Lessee: Neighbors Global Holdings, LLC

Lessee Federal Tax ID Number: XX XXXXXX

Co-Lessee: NEC Texarkana Emergency Center, LP

Co-Lessee Federal Tax ID Number: XX XXXXXX

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

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

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

EQUIPMENT AND LEASE INFORMATION:

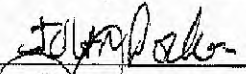
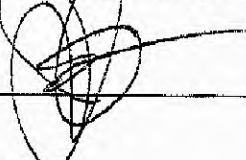
SUPPLIER INFORMATION	Supplier Name ("SUPPLIER") ALL POINTS SOLUTION, INC dba 3i INTERNATIONAL	Supplier Phone Number 832-494-1412	
	Street Address/City/State/Zip 10100 W. Sam Houston Pkwy S. Suite 340, Houston, TX 77099		
EQUIPMENT DESCRIPTION	Equipment Description	Quantity	
	See Attached Schedule A		
EQUIPMENT LOCATION	Street Address/City/County/State/Zip 2001 Mall Drive, Texarkana, TX, 75503		
TERM AND PAYMENT SCHEDULE	LEASE TERM Term in Months <u>63</u>	RENTAL AMOUNT \$ <u>4,561.98</u> (plus applicable taxes) <i>Rental Payment Period is Monthly Unless Otherwise Indicated</i>	
	Copy Allowance: B/W copy: <u>N/A</u> Color copy: <u>N/A</u> Scan: <u>N/A</u> Other: <u>N/A</u>	Overage Copy Charge: B/W copy: <u>N/A</u> Color copy: <u>N/A</u> Scan: <u>N/A</u> Other: <u>N/A</u>	
	Meter Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual		

[SIGNATURE PAGE FOLLOWS]

Neighbors Global Holdings, LLC
 NEC Texarkana Emergency Center, LP
 Lease#1404518

Schedule A

Product ID	Description	Quantity	Serial#	Location	Address
0B47383	Lenovo CPU Mount for CPU	2		NEC Texarkana Emergency Center, LP	2001 Mall Drive, Texarkana, TX, 75503
920-003070	Logitech Wireless Touch Keyboard K400 - Keyboard	2		NEC Texarkana Emergency Center, LP	2001 Mall Drive, Texarkana, TX, 75503
960-000764	Logitech HD Pro Webcam C920 - Web camera	2		NEC Texarkana Emergency Center, LP	2001 Mall Drive, Texarkana, TX, 75503
VS1818T	ATEN 1818T Splitter	2		NEC Texarkana Emergency Center, LP	2001 Mall Drive, Texarkana, TX, 75503
Y6832R	ATEN HDMI Over Single Cat 5 Receiver - 1 Output Device - 328.08 R Range - 1x Network (RJ-45)	14		NEC Texarkana Emergency Center, LP	2001 Mall Drive, Texarkana, TX, 75503
30HY002AUS	Lenovo ThinkCentre M700 Tiny - Intel Core i5-6503T 2.5GHz, 8GB, 256GB SSD HD	2	M1032GP7, M1032GP8	NEC Texarkana Emergency Center, LP	2001 Mall Drive, Texarkana, TX, 75503
5WS0081202	Lenovo - ePac Onsite Warranty 4 yrs Parts/Labor	2		NEC Texarkana Emergency Center, LP	2001 Mall Drive, Texarkana, TX, 75503
TSD-D2375	Microsoft Office 2016 Home & Business	2		NEC Texarkana Emergency Center, LP	2001 Mall Drive, Texarkana, TX, 75503
10AD0021UUS	Lenovo - M992 AIO touch screen, i5-4590S, W7764, 4.0GB, 1x500GB SATA III	1	M102FFPH	NEC Texarkana Emergency Center, LP	2001 Mall Drive, Texarkana, TX, 75503
5WS0080906	Lenovo - TopSeller ePac Priority Support 4 years	1		NEC Texarkana Emergency Center, LP	2001 Mall Drive, Texarkana, TX, 75503
5WS0081056	Lenovo - ePac Onsite Warranty 4 yrs Parts/Labor	1		NEC Texarkana Emergency Center, LP	2001 Mall Drive, Texarkana, TX, 75503
M70-C3	VIZIO M 70" 2160p LED-LCD TV - 16:9 - 4K UHD TV - 240 Hz	3		NEC Texarkana Emergency Center, LP	2001 Mall Drive, Texarkana, TX, 75503
E60U-D3	VIZIO E 60" 1080p LED-LCD TV - 16:9	1		NEC Texarkana Emergency Center, LP	2001 Mall Drive, Texarkana, TX, 75503
E50-C1	VIZIO E 50" 1080p LED-LCD TV - 16:9	2		NEC Texarkana Emergency Center, LP	2001 Mall Drive, Texarkana, TX, 75503
E48-C2	VIZIO E 48" 1080p LED-LCD TV - 16:9	3		NEC Texarkana Emergency Center, LP	2001 Mall Drive, Texarkana, TX, 75503
E40-C2	VIZIO E 40" 1080p LED-LCD TV - 16:9	3		NEC Texarkana Emergency Center, LP	2001 Mall Drive, Texarkana, TX, 75503
A3190-01-PUR	Belkin Cat5 Patch Cable 1' - Purple	1		NEC Texarkana Emergency Center, LP	2001 Mall Drive, Texarkana, TX, 75503
ACK-730UB-MRP	Adesso ACK-730P3-MRP 1U Rackmount Keyboard with Touchpad - USB - QWERTY - 104 Keys - Black	1		NEC Texarkana Emergency Center, LP	2001 Mall Drive, Texarkana, TX, 75503
10-FLX2-200-FDTS	Revelabs FX2 0ECT 5.0 1.90 GHz Conference Phone - Cordless - 65.52 ft Range - Speakerphone	1		NEC Texarkana Emergency Center, LP	2001 Mall Drive, Texarkana, TX, 75503
Document Management	Document Management - M-Files	11		NEC Texarkana Emergency Center, LP	2001 Mall Drive, Texarkana, TX, 75503
Professional & IT Services	Professional Services/Document Management	11		NEC Texarkana Emergency Center, LP	2001 Mall Drive, Texarkana, TX, 75503

Name: 
 Sign: 
 Date: 7-27-16

DELIVERY AND ACCEPTANCE CERTIFICATE

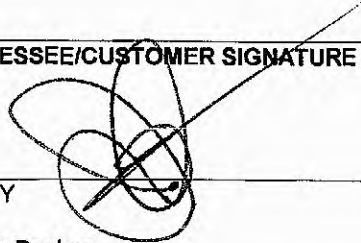
Please fax completed and signed D&A Certificate to 1-866-329-8795
 Questions or need assistance? Call 1-866-550-6795

LESSEE/CUSTOMER NAME: Neighbors Global Holdings, LLC/Co Lessee:NEC Texarkana Emergency Center,LP
AGREEMENT NUMBER: 41404518

On behalf of Lessee/Customer, I hereby certify that all of the equipment and other property referred to in the above referenced Agreement (the "Agreement") with All Points Solution, Inc. DBA 3i International (the "Lessor/Owner") has been delivered, inspected and is accepted by Lessee/Customer for all purposes of the Agreement. I acknowledge that the Lessor/Owner is not the manufacturer, supplier or dealer of the Equipment.

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

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

LESSEE/CUSTOMER SIGNATURE	For Lessor/Owner Use Only (if applicable)
	
BY John Decker	Name of person verifying Delivery and Acceptance of Equipment:
PRINT NAME CFO	Signature of Employee who made telephone verification:
PRINT TITLE 713-436-5200	Date of Telephone Verification:
TELEPHONE NUMBER: 7-27-14	
DATE	

MASTER EQUIPMENT LEASE AGREEMENT

50 Briar Hollow, Suite 600, Houston, TX 77027

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

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

This MASTER EQUIPMENT LEASE AGREEMENT ("Master Lease") is made this July 14, 2016 by and between **3i International** ("Lessor") and the Lessee referenced above ("Lessee"). The parties agree as follows:

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

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

7. ASSIGNMENT OF WARRANTY RIGHTS. Lessor hereby assigns to Lessee, for the Lease Term, any manufacturer's and/or supplier's warranties with respect to the Equipment and, provided no Default has occurred and remains uncured, Lessee is hereby authorized to enforce such warranties, in its name, at Lessee's sole expense.

8. TITLE. Title to the Equipment shall remain solely with Lessor. No right, title or interest in or to the Equipment shall pass to Lessee other than the right to possess and use the Equipment for the Lease Term and such transfer is conditioned upon Lessee's compliance with the terms and conditions of the Lease. Lessee, at its expense, will defend Lessor's title to the Equipment and will keep the Equipment free from all claims, liens, encumbrances and legal processes of Lessee's creditors and other parties, except for those claims created by or through Lessor. At Lessor's request, Lessee shall affix identification plates or markings to the Equipment clearly indicating Lessor's ownership. If any Lease is deemed to be a lease intended for security, to secure Lessee's obligations under such Lease and under all other indebtedness at any time owing by Lessee to Lessor, Lessee grants to Lessor a first priority security interest in the Equipment subject to such Lease and any and all proceeds from the use, rental or sale of such Equipment. LESSEE IRREVOCABLY AUTHORIZES LESSOR TO FILE A COPY OF THIS LEASE AND/OR ANY OTHER DOCUMENT AS A FINANCING STATEMENT AND APPOINT LESSOR OR ITS DESIGNEE AS LESSEE'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON LESSEE'S BEHALF, IF REQUIRED, SUCH FINANCING STATEMENTS COVERING THE EQUIPMENT AS LESSOR MAY DEEM NECESSARY AND REIMBURSE LESSOR FOR COST OF SUCH FILINGS AND LIEN SEARCHES.

9. PERSONAL PROPERTY. All items of Equipment shall at all times be and remain personal property notwithstanding that any such Equipment may now or hereafter be affixed to realty. Lessee, at its expense, shall obtain all such waivers as Lessor may reasonably require to assure Lessor's title and interest in, access to and right to remove the Equipment.

10. USE, LOCATION AND INSPECTION OF EQUIPMENT. So long as Lessee is not in Default under the Lease, Lessee shall be entitled to possess and use the Equipment for its business purposes in conformity with all applicable laws, ordinances, regulations, the requirements of all applicable insurance policies and of any applicable manufacturer's or supplier's warranties. Lessee shall bear all costs in connection with the operation and maintenance of the Equipment. The Equipment shall be delivered, at Lessee's direction and responsibility, to the location specified in the Equipment Schedule and shall not thereafter be removed from such location without the advance written consent of Lessor. Lessor shall have the right from time to time during Lessee's normal business hours to enter upon Lessee's premises or elsewhere for the purpose of confirming the existence, condition or proper maintenance of the Equipment. Lessee shall not, except with Lessor's prior written consent, part with possession or control of the Equipment or dispose of or encumber any interest in the Equipment or under the Lease.

11. TAXES AND FEES. Lessee will pay all excise taxes, sales and use taxes, personal property taxes, and all other taxes and charges which may be imposed by any governmental entity during the term of this

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

12. RISK OF LOSS. Lessee is responsible for any loss, theft or destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to Lessor at the end of this Lease. Lessee is required to make all Rent Payments even if there is a Loss. Lessee must notify Lessor in writing immediately of any Loss. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, (b) replace such Equipment with like equipment in good repair, condition and working order acceptable to Lessor, with clear title to such replacement equipment vested in Lessor, or (c) pay Lessor the amounts specified in Section 19 below.

13. MAINTENANCE, REPAIRS AND ALTERATIONS. Lessee shall, at its expense, keep all of the Equipment in good repair, condition and working order and shall furnish all required parts and servicing so that the value and condition of the Equipment will be maintained and preserved, reasonable wear and tear excepted. Lessee shall not, without the written approval of Lessor, make any alterations or modifications to the Equipment except for upgrades that do not impair the value, utility or marketability of the Equipment. All such alterations, modifications or upgrades will become part of the Equipment and Lessor's property, without charge, free of any liens or encumbrances. Lessee shall keep software that is part of any Equipment current with all updates, revisions, upgrades and maintenance fixes, whether obtained from the supplier, licensor or any other source.

14. INSURANCE. Lessee shall provide and maintain at its expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming Lessor as loss payee, and (b) public liability insurance in a minimum amount of one million dollars and third party property insurance, in each instance naming Lessor as an additional insured. Lessee shall provide to Lessor certificates or other evidence of such insurance when requested. Such insurance will be in a form, amount (including the minimum amount for public liability insurance stated above) and with companies acceptable to Lessor, and will provide that Lessor will be given 30 days advance notice of any cancellation or material change of such insurance. Lessor reserves the right to reject Lessee's insurance carrier for reasonable cause. IF LESSEE DOES NOT GIVE LESSOR EVIDENCE OF INSURANCE ACCEPTABLE TO LESSOR, LESSOR HAS THE RIGHT, BUT NOT THE OBLIGATION, TO OBTAIN INSURANCE COVERING LESSOR'S INTEREST IN THE EQUIPMENT FOR THE TERM OF THIS LEASE, INCLUDING ANY RENEWAL OR EXTENSIONS. LESSOR MAY ADD THE COSTS OF ACQUIRING AND MAINTAINING SUCH INSURANCE AND LESSOR'S FEES FOR LESSOR'S SERVICES IN PLACING AND MAINTAINING SUCH INSURANCE (COLLECTIVELY, "INSURANCE CHARGE"), ON WHICH LESSOR MAY EARN A PROFIT, TO THE AMOUNTS DUE FROM LESSEE UNDER THIS LEASE. Such insurance may duplicate coverage provided under Lessee's existing policy. Lessee will pay the Insurance Charge in equal installments allocated to the remaining Rent payments. Nothing in this Lease will create an insurance relationship of any type between Lessor and any other person. Lessee acknowledges that Lessor is not required to secure or maintain any insurance, and Lessor will not be liable to Lessee if Lessor terminates any insurance coverage that Lessor arranges. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims for, receive payment of, and execute and endorse all documents, checks, or drafts issued with respect to any Loss under any insurance policy relating to the Equipment.

15. RETURN OF EQUIPMENT; RESTOCKING FEE. Upon expiration, cancellation or termination of the Lease Term, or upon Lessor's demand after a Default, all, but not less than all, of the Equipment shall be immediately returned to Lessor as provided herein unless (a) Lessee has exercised a purchase option provided hereunder or (b) Lessor has

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

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

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

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

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

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

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

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

20. LESSEE'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Lessee hereby represents, warrants and covenants to Lessor that with respect to this Master Lease and each Equipment Schedule executed hereunder:

(a) If Lessee is a corporation, partnership or other business entity, Lessee (i) is duly organized, validly existing and in good standing under the laws of its state of organization, (ii) is qualified to do business in every jurisdiction in which such qualification is necessary and where the Equipment is located, (iii) has the power and authority to own its properties and carry on its business as now being conducted and to execute and perform this Master Lease and each Lease, and (iv) has duly authorized the execution, delivery and performance of this Master Lease and each Lease;

(b) No approval is required from any regulatory body, board, authority or commission, nor from any other administrative or governmental agency with respect to the execution and performance of this Master Lease or any Lease, or if required, such approval has been obtained;

(c) This Master Lease and each Lease constitutes the legal, valid and binding obligation of Lessee, enforceable in accordance with its terms, and the execution, delivery and performance hereof by Lessee will not violate any provision of any law, any order of any court or of any other

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

(d) All balance sheets, statements of profit and loss and other financial data that have been delivered to Lessor with respect to Lessee or any Guarantor (i) are complete and correct in all material respects, (ii) accurately present the financial condition of Lessee and such Guarantor as of the date, and the results of its operations for the periods for which, the same have been furnished, and (iii) have been prepared in accordance with generally accepted accounting principles consistently followed throughout the periods covered thereby; all balance sheets disclose all known liabilities, direct and contingent, as of their respective dates; and there has been no change in the condition of Lessee or any Guarantor, financial or otherwise, since the date of the most recent financial statements delivered to Lessor with respect to Lessee and such Guarantor, other than changes in the ordinary course of business, none of which changes has been materially adverse;

(e) No mortgage, deed of trust or other lien of any nature whatsoever which now covers or affects, or which may hereafter cover or affect, any property or interest therein of the Lessee, now attaches or hereafter will attach to the Equipment or in any manner affects or will affect adversely Lessor's right, title and interest therein;

(f) There are no suits or proceedings pending, or to the knowledge of Lessee, threatened, in any court or before any regulatory commission, board or other administrative governmental agency against or affecting Lessee or any Guarantor, which will have a material adverse effect on the financial condition or business of Lessee or such Guarantor;

(g) All information concerning the financial condition and business operation of Lessee submitted to Lessor pursuant to this Master Lease or any Equipment Schedule shall be true and correct;

(h) Lessee will furnish Lessor (a) within one hundred twenty (120) days after the end of each fiscal year, a copy of Lessee's financial statements for such fiscal year prepared by an independent certified public accountant and (b) within forty-five (45) days after the end of each fiscal quarter, the internal financial statements of Lessee as at the end of such fiscal period, including a balance sheet and income statement, all prepared in accordance with generally accepted accounting principles consistently applied, unaudited but certified to be true and accurate, subject to normal year-end adjustments, by Lessee's principal executive officer or its principal financial officer. In addition, Lessee shall promptly inform Lessor of any Default (as defined herein) or any events or changes in the financial condition of the Lessee which may result in a material adverse change in Lessee's financial condition; and

(i) Lessee will not change its state of incorporation or organization or its name as it appears in official filings in the state of its incorporation or organization without giving Lessor at least 10 days prior notice.

21. ASSIGNMENT. LESSEE MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR ITS INTEREST IN THIS LEASE. Lessor may, without notifying Lessee, sell, assign, or transfer this Lease and Lessor's rights to the Equipment. Lessee agrees that the new owner will have the same rights and benefits that Lessor has now under this Lease but not Lessor's obligations. The rights of the new owner will not be subject to any claim, defense or set-off that Lessee may have against Lessor. Upon request, Lessee will acknowledge in writing its receipt of notice of any such assignment.

22. SEVERABILITY. Any provision of this Master Lease or any Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition and unenforceable without invalidating the remaining provisions hereof. To the extent permitted by applicable law, Lessee hereby waives any provision of law that prohibits or renders unenforceable any provisions hereof in any respect.

23. NOTICES. All notices, reports, demands and other documents provided for herein shall be deemed to have been given or made when

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

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

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

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

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

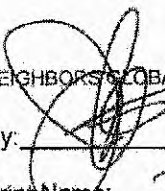
26. PARTIES. The provisions of this Master Lease shall be binding upon, and inure to the benefit of, the assigns, representatives and successors of the Lessor and Lessee.

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

All Points Solution, Inc. dba 3i International

NEIGHBORS GLOBAL HOLDINGS, LLC

By: _____

By:  _____

Print Name: _____

Print Name: Joan Decker

Print Title: _____

Print Title: CFO

Date: _____

Date: 7-14-16