



555 N. Carancahua Suite 220 Corpus Christi, TX 78401

361.888.4845 tel 361.882.8912 fax

Tower II

www.griffinpartners.com

August 17, 2015

Attn: Jonny F. Hipp Nueces County Hospital District 555 N. Carancahua, Suite 950 Corpus Christi, TX 78401

RE: Tenant Estoppel Certificate

Tower II

Corpus Christi, Texas 78401

Dear Tenant:

As you may be aware, the Landlord, T2 Building, L.P., is under contract to sell the building, Tower II. As part of this transaction, enclosed you will find three (3) original counterparts of the Tenant Estoppel Certificate. Please review the terms of the Tenant Estoppel Certificate for accuracy, update the estoppel information where necessary, and execute all three (3) original counterparts. Retain one (1) for your files and return the other two (2) to the Tower II Management Office on or before August 28, 2015.

Please return fully executed original counterparts of the Estoppel Certificate to:

Mailing Address:

T2 Building, L.P. Griffin Partners, Inc. 555 N. Carancahua, Suite 220 Corpus Christi, Texas 78401

Thank your in advance for your immediate attention to this matter. Should you have any questions, please do not hesitate to contact me.

Property Manager

Enclosures

Tenant Estoppel Certificate

August 17, 2015

ERF Tower II, Inc. 555. N Carancahua, Suite 700 Corpus Christi, TX 78401

Re: Lease dated October 22, 2002

Gentlemen:

The undersigned (the "<u>Tenant</u>") has executed and entered into that certain lease agreement (the "<u>Lease</u>") with respect to certain space known as Suite(s) <u>950</u>, located at <u>Tower II</u> (the "<u>Premises</u>"). The Tenant understands that <u>T2 Building, L.P.</u>, the owner of the property and the landlord's interest in the Lease, intends to sell, transfer, assign, and convey such property, and landlords' interest in all tenant leases with respect to such property, to <u>ERF Tower II</u>, <u>Inc.</u> or its permitted assigns ("<u>Purchaser</u>").

With respect to the Lease and such sale transaction, the Tenant is pleased to inform you of the following, with the intention that you, the Purchaser and any lender providing financing to Purchaser with respect to the acquisition of the property may rely fully thereon:

- 1. That certain Lease dated October 22, 2002.
- 2. The Lease is in full force and effect and has been modified, supplemented, or amended only in the following respects: Fist Amendment to Lease Agreement dated November 21, 2007, Second Amendment to Lease Agreement dated May 21, 2013.
- 3. The initial term of the Lease commenced on <u>January 13, 2003</u> and ends on <u>May 31, 2018</u>. Tenant currently pays a monthly payment of \$10,848.42, which amount includes \$10,848.00 in base rent and \$0.00 for Tenant's share of building expenses, taxes, and insurance. No rentals or other payments in advance of the current calendar month have been paid by Tenant except as follows: <u>N/A</u>.
- 4. Rent with respect to the Lease has been paid by Tenant through August 31, 2015.
- 5. Except as set forth in the Lease, there are no concessions, bonuses, free months' rental, rebates, or other matters affecting the rental for Tenant which Tenant has not received, except as follows: N/A.
- 6. No security or other deposit has been paid by Tenant with respect to the Lease, except as follows: N/A.
- 7. To the best of Tenant's knowledge, there are no events or conditions existing which, with or without notice or the lapse of time, or both, could constitute a monetary or other default of the landlord under the Lease, or entitle the Tenant to offsets or defenses against the prompt current payment of rent and there are no lawsuits, actions, claims or other

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- proceedings pending against the landlord under the lease either brought by Tenant or to which Tenant is a party except as follows: N/A.
- 8. All tenant improvements required to be made by the landlord under the terms of the Lease have been satisfactorily completed except N/A.
- 9. The Tenant acknowledges that the landlord will assign its interest in the Lease to Purchaser, and agrees to attorn to Purchaser and Purchaser's lender, and to perform all of the Tenant's obligations as lessee under the Lease including, without limitation, the payment of rent, directly to Purchaser, as the landlord under the Lease from and after the date of such assignment.
- 10. Except as set forth in the Lease, Tenant has no early termination, expansion, renewal, extension or purchase options under its Lease or otherwise.

Dated: <u>August</u> 18th, 2015.

Very truly yours,

Tenant: <u>Nueces County Hospital District</u>

a hospital district created pursuant to Chapter 281 of the Texas Health and

Jony & Win

Safety Code

Bv:

Name: Jonny F. Hipp

Title: Administrator/Chief Executive Officer