

THIRD AMENDMENT TO LEASE

This Third Amendment to Lease is made and entered by and between ERF TOWER II, INC., a Texas non-profit corporation, hereinafter the "Landlord" and NUECES COUNTY HOSPITAL DISTRICT, a hospital district created pursuant to Chapter 281 of the Texas Health and Safety Code, hereinafter the "Tenant."

WITNESSETH:

WHEREAS, by that certain Lease dated effective October 22, 2002, hereinafter the "Original Lease", where TRST Corpus, Inc. as landlord leased to Tenant certain office space located on the 9th floor of the building known as Tower II, located at 555 North Carancahua, Corpus Christi, Texas 78401, hereinafter the "Building." The Original Lease was amended by a First Amendment to Lease Agreement dated November 21, 2007, hereinafter the "First Amendment" and a Second Amendment to Lease Agreement dated May 21, 2013, hereinafter the "Second Amendment";

WHEREAS, the Original Lease, First Amendment and Second Amendment including all addendums, riders, and exhibits thereto, is hereinafter collectively referred to as "Lease";

WHEREAS, the leased premises defined in the Lease as Suite 950 contains approximately 8,978 square feet is hereinafter referred to as "Original Premises";

WHEREAS, the Lease has an expiration date of May 31, 2018;

WHEREAS, Landlord is successor in interest to T2 Building, L.P. to the Lease;

WHEREAS, Tenant has requested and Landlord has approved Tenant to reduce the square footage of the Original Premises by giving back to Landlord 1,619 square feet of lease space of the Original Premises and extend the term for sixty (60) months as set forth below; and

WHEREAS, Landlord and Tenant now desire to amend the Lease in order to modify certain provisions of the Lease.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants and mutual benefits to be derived by the parties hereto from the matters set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Landlord and Tenant agree to amend the Lease as follows:

1. Premises.

IT IS AGREED that all references contained in the Lease to Premises, including, but not limited to those references contained within the Original Lease shall on June 1, 2018 and thereafter refer to approximately 7,359 square feet of area. This amendment reflects Tenant's agreement to give back approximately 1,619 square feet of the Original Premises. The remaining premises is hereinafter referred to as "Premises." The Premises after the reduction is further described and shown on Exhibit "A" attached hereto and made a part hereof for all purposes. Tenant agrees to vacate and give back the approximate 1,619 square feet of lease space on or before May 31, 2018 in broom clean condition and as required by the Lease.

2. Condition of Premises.

Tenant is currently in possession of the Premises. Tenant hereby agrees that Tenant accepts the Premises in "AS IS" condition. Tenant agrees that Landlord has not made any warranties to Tenant with respect to the quality of construction of any existing leasehold improvements or as to the condition of the Premises except as set forth in this amendment, either expressed or implied, and Landlord hereby expressly disclaims any implied warranties that the Premises is or will be suitable for Tenant's "intended commercial purpose." Tenant hereby request the improvements required by Tenant as set out in the Exhibit "A" which shall be paid in its entirety by Tenant. Tenant agrees to comply with the terms of the Lease in regards to any construction and improvements to be installed in the Premises by first obtaining Landlord's approval of any plans for construction and approval of contractors hired by Tenant.

3. Term.

IT IS FURTHER AGREED that all references contained in the Original Lease to Tenant's expiration date, including those mentioned in Section 3 (entitled "Term") and any other provision wherein reference is made to Tenant's expiration date for the Lease shall hereinafter refer to an expiration date of May 31, 2023. This amendment reflects the parties' agreement to extend the Term by sixty (60) months.

4. Basic Rental.

IT IS FURTHER AGREED that all references contained in the Lease to Basic Rent, including but not limited to those references contained within the Original Lease within Section 4 (entitled "Rent"), and any other provision wherein reference is made to the amount of monthly Basic Rental owed by Tenant to Landlord shall hereinafter refer to an amount of monthly Basic Rental for the Premises for the periods as follows:

Period	Per square foot/yr.	Monthly Installment of Basic Rental	Monthly repayment of TI \$
June 1, 2018 – May 31, 2019	\$15.00	\$9,198.75	\$147.00
June 1, 2019 – May 31, 2020	\$15.00	\$9,198.75	\$147.00
June 1, 2020 – May 31, 2021	\$15.25	\$9,352.06	\$147.00
June 1, 2021 – May 31, 2022	\$15.50	\$9,505.38	\$147.00
June 1, 2022 – May 31, 2023	\$15.75	\$9,658.69	\$147.00

The monthly Basic Rental as amended is in addition to Tenant's proportionate share of the Excess of the Basic Costs as those terms are defined in the Lease, grossed up to 95% occupancy on controllable expenses.

5. Notices.

IT IS FURTHER AGREED that the Lease regarding addresses for notices is hereby amended to revise Landlord's new addresses for notice as follows:

To the Landlord: ERF Tower II, Inc.
 555 N. Carancahua, Suite 700
 Corpus Christi, Texas 78401

With a Copy to: c/o Griffin Partners, Inc.
 Project Management Office
 555 N. Carancahua, Suite 220
 Corpus Christi, Texas 78401

6. Miscellaneous.

(a) All the terms of the Lease not otherwise modified or changed by this document shall remain in full force and effect, according to the terms thereof. Landlord and Tenant hereby ratify and confirm the Lease as amended hereby. Tenant expressly states that Landlord is not in default on the terms of the Lease.

(b) Landlord and Tenant expressly acknowledge that the Lease as amended represents the entire agreement between Landlord and Tenant.

(c) Landlord and Tenant each represent and warrant that the party executing this document on behalf of such party possesses all lawful rights and authority to enter into this document on behalf of that party; that there are no judgments, decrees, or outstanding orders of any court prohibiting the execution of this document; and that all required approvals, consents and resolutions necessary to effectuate the terms and provisions of this document.

(d) Landlord and Landlord's agents and Tenant and Tenant's agents have made no representations or promises, express or implied, in connection with this document except as expressly set forth herein.

(e) Each Exhibit if any attached hereto is made a part hereof for all purposes.

(f) The section headings contained in this document are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several sections hereof.

(g) All terms not otherwise defined herein shall have the same meaning assigned to them in the Lease.

(h) Charges in Lease. Landlord and Tenant agree that each provision of the Lease (as amended by this amendment) for determining charges, amounts, and expenses payable by Tenant is commercially reasonable and, as to each such charge or amount, constitutes a "method by which the charge is to be computed" for purposes of Section 93.012 of the Texas Property Code.

(i) Brokers. Tenant warrants that it has had no dealings with any real estate broker or agent in connection with the negotiation of this document, excepting only Griffin Partners, Inc., as Landlord's broker and no one else. Tenant agrees to indemnify, defend (with counsel reasonably acceptable to Landlord) and hold harmless the Landlord Parties from and against any liability from all other claims for commissions arising from the negotiation of this document. Landlord agrees to pay Tenants' broker a commission (if any) pursuant to a separate written agreement.

EXECUTED in multiple counterparts, each of which shall have the full force and effect of an original, on the later of the dates mentioned below. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of an electronic format data file (i.e. .pdf), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page was an original thereof. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement.

LANDLORD:
ERF TOWER II, INC.,
a Texas non-profit corporation

By: _____
Name: Paul Altheide
Title: Chief Executive Officer
Date: _____

TENANT:
NUECES COUNTY HOSPITAL DISTRICT, a
hospital district created pursuant to Chapter 281 of the
Texas Health and Safety Code

By: _____
Title: _____
Date: _____



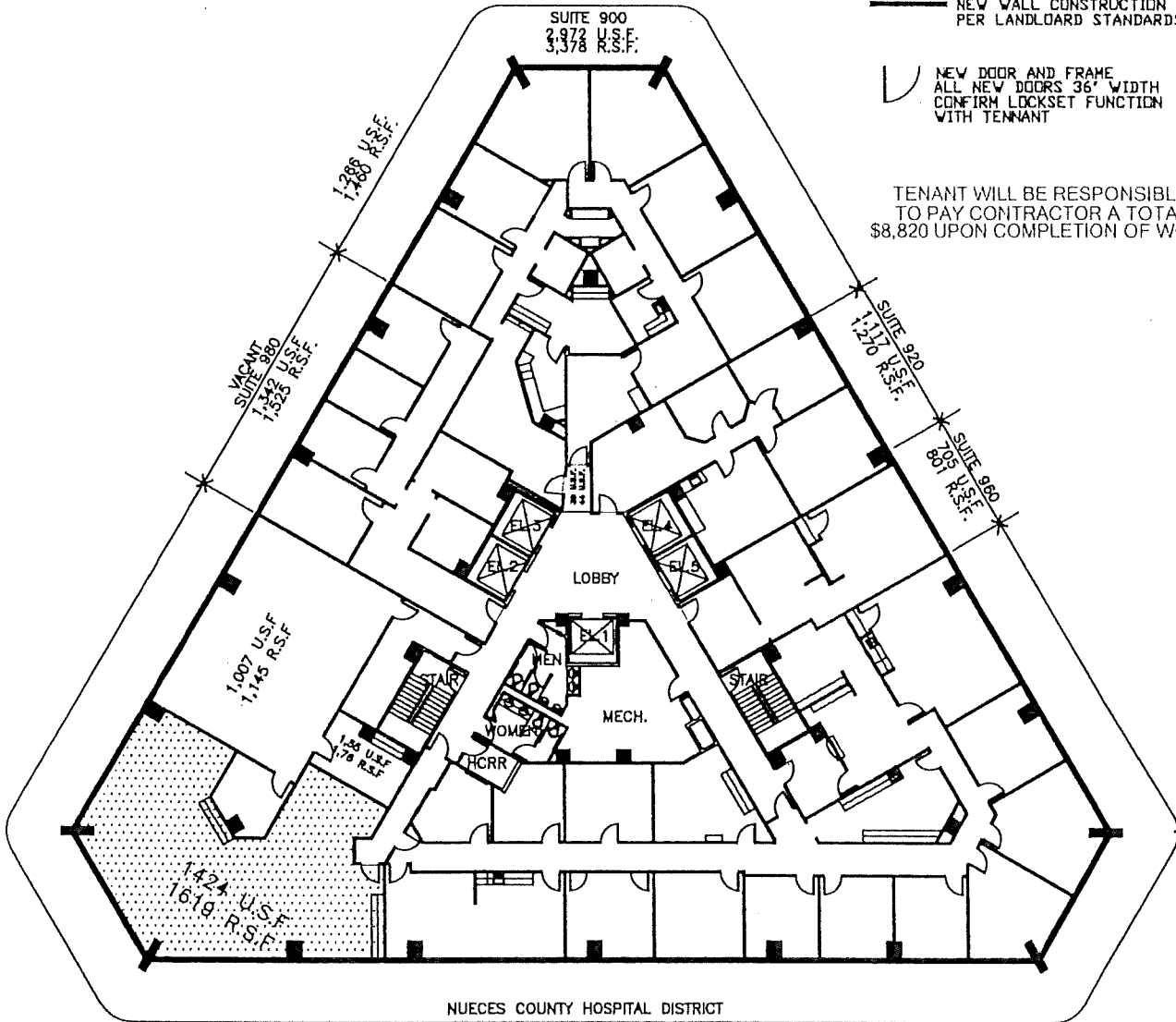
NUECES COUNTY HOSPITAL DISTRICT
2018

DOOR & WALL TYPE LEGEND

— NEW WALL CONSTRUCTION
PER LANDLORD STANDARDS

U NEW DOOR AND FRAME
ALL NEW DOORS 36" WIDTH
CONFIRM LOCKSET FUNCTION
WITH TENNANT

TENANT WILL BE RESPONSIBLE
TO PAY CONTRACTOR A TOTAL
\$8,820 UPON COMPLETION OF WORK



NUECES COUNTY HOSPITAL DISTRICT

SUITE 950
8475 U.S.F.
7359 R.S.F.

TOWER II
9TH FLOOR LEASE PLAN
555 N CARANCAHUA
CORPUS CHRISTI, TEXAS



NORTH
N.T.S.