

THIS LEASE GUARANTY (this "**Guaranty**") is made as of the 30<sup>th</sup> day of June, 2017 (the "**Effective Date**") by and between [REDACTED] having an address at c/o [REDACTED] Healthcare Group, LLC, 1981 Marcus Avenue, C129, New Hyde Park, New York 11042 (the "**Guarantor**"), for the benefit of SMV Houston Cypress Wood, LLC (the "**Landlord**") with respect to the Lease (as such term is hereinafter defined).

All capitalized terms used but not defined herein shall have the meanings given to such terms in the Lease.

**WITNESSETH:**

**WHEREAS**, the Landlord owns certain real property and the improvements thereon indicated on Schedule I to this Guaranty;

**WHEREAS**, the Landlord and C [REDACTED] d TX Management LLC, DBA Texas Institute for Clinically Complex Care (the "Tenant") have entered into the Lease Agreement, of even date, as set forth on Schedule I to this Guaranty (the "**Lease**"), pursuant to which Tenant has leased the Facility (as defined in its Lease) from the Landlord;

**WHEREAS**, the Guarantor collectively is required to jointly and severally guaranty to the Landlord and its successors and assigns, the payment and performance by Tenant of all of Tenant's obligations under the Lease including, without limitation, the Liquidated Damages with respect to the Medicaid Beds Return, as more fully set forth herein;

**WHEREAS**, the obligations of the Guarantor under this Guaranty is a material inducement to the Landlord to enter into the Lease;

**WHEREAS**, Guarantor as of the date hereof owns 100% of the equity interests in Tenant and will derive a substantial benefit from the Lease and has agreed to maintain at all times at least a fifty-one percent (51%) direct ownership interest in Tenant and otherwise agrees to comply and be bound by all of the provisions of the Lease, as the same may be amended and/or modified;

**WHEREAS**, the economic terms as structured under the Lease are advantageous to the Guarantor;

**WHEREAS**, it is in the best interest of the Guarantor and in furtherance of the purposes set forth in the operating agreement of Guarantor to execute and deliver this Guaranty;

**WHEREAS**, as a condition to entering into the Lease, the Landlord has requested the Guarantor to deliver this Guaranty for the benefit of the Landlord;

**WHEREAS**, the foregoing Recitals are intended to form an integral part of this Guaranty.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby agrees with the Landlord as follows:

1. Guaranty.

(a) Guaranty of Payment and Expenses. The Guarantor hereby absolutely, unconditionally and irrevocably guaranties to the Landlord, the full and punctual payment, performance