

LEASE

THIS LEASE (as the same may be amended, modified and/or restated, this “**Lease**”) is made as of the 30th day of June, 2017 (the “**Effective Date**”), by and among [REDACTED] Cypress Wood, LLC, a Delaware limited liability company (“**Landlord**”), having an office for the conduct of business c/o [REDACTED] Holdings, LLC, 45 Broadway, New York, New York 10006, and [REDACTED] LLC, DBA Texas Institute for Clinically Complex Care (“**Tenant**”) having an office for the conduct of business at c/o Paragon Healthcare Group LLC, 1981 Marcus Avenue, C129, New Hyde Park, New York 11042.

WITNESSETH:

WHEREAS, Landlord is currently the owner of the Premises (as defined herein) comprised of the Land, Building, improvements and Personal Property on which is situated the long-term acute care facility (the “**Facility**”).

NOW, THEREFORE, the parties hereto, for themselves, and their administrators, legal representatives, successors and permitted assigns, hereby covenant as follows:

ARTICLE A **CERTAIN LEASE PROVISIONS**

1. **Addresses of the Premises:** As set forth on Schedule A.
2. (a) “**Term**”: Beginning on the Commencement Date and ending on the Expiration Date (as defined below), subject to the terms and conditions of Article 22. Once extended, Term shall mean both the Initial Term and the Extended Term.

(b) “**Initial Term**”: Beginning on the Commencement Date and ending on June 30, 2032.

(c) “**Commencement Date**”: July 1, 2017.

(d) “**Expiration Date**”: The earlier of (A) June 30, 2032, as the same may be extended pursuant to Article 22 herein, and (B) the date this Lease is terminated pursuant to the terms of this Lease without limiting or reducing Landlord’s rights and Tenant’s obligations by reason of such sooner termination pursuant to and in accordance with the terms hereof.
3. “**Base Rent**” for the Premises: The annual base rent (the “**Base Rent**”) for the Facility for each Lease Year of the Initial Term commencing on the Commencement Date shall be equal to the amounts set forth on the Base Rent Schedule, attached hereto as Schedule C. Said Base Rent shall be payable in advance in equal consecutive monthly installments on the first day of each month. Base Rent for the Extended Term, if any, shall be as set forth in Article 22 hereof.