

Exhibit “A”

**WINNIE STOWELL HOSPITAL DISTRICT
PUBLIC COMMENT-SIGN IN SHEET**

**POLICIES AND PROCEDURES
FOR PUBLIC COMMENT AT BOARD OF DIRECTORS
MEETINGS**

Any Individual shall be allowed to speak but is subject to the rules set forth in above Policies and Procedures for Public Comment:

- a. The Board reserves the right to limit the number of speakers to insure the completion of the posted agenda in a timely manner
- b. Individuals desiring to speak shall sign-up in advance of the meeting
- c. The sign-up sheet shall be available 15 minutes before the beginning of each posted meeting
- d. Speakers shall be heard on a first-come first served basis, based on the sign-up sheet, time permitting
- e. The opportunity to speak shall be limited to no more than **three (3) minutes**, unless extended by the Board
- f. The Board is not required to speak and/or respond and/or answer any speaker, as allowed under law.

MARCH 4 2015

NAME	ADDRESS

Exhibit “B-1”

Blocked Account Control Agreement ("Shifting Control")

AGREEMENT dated as of	March 9,	2015,	by and among	WINNIE-STOWELL HOSPITAL DISTRICT	(the "District"),
NECHES CAPITAL, LLC			(the "Lender")	and INTERBANK	(the "Depository").

The parties hereto refer to Account No.	1755271008	In the name of District maintained at Depository (the "Account")
and hereby agree as follows:		

- District and Lender notify Depository that by separate agreement District has granted Lender a security interest, attached hereto as Exhibit A in the Account and all funds on deposit from time to time therein. Depository acknowledges being so notified.
- The purpose of this Agreement is to perfect a lien against the District's Texnet Account at Interbank in Graham, Texas, Account No. 1755271008, in the event the District defaults on the attached two (2) Month Short Term Commercial Note signed on March 9, 2015 by the District. (See Exhibit B)

Prior to the Effective Time (as defined below) Depository shall honor all withdrawal, payment, transfer or other fund disposition or other instructions which the District is entitled to give under the Account Documentation (as hereinafter defined) (collectively, "instructions") received from the District (but not those from Lender) concerning the Account. On and after the Effective Time (and without District's consent), Depository shall honor all instructions received from Lender (but not those from District) concerning the Account and District shall have no right or ability to access or withdraw or transfer funds from the Account.

For the purposes hereof, the "Effective Time" shall be the opening of business on the business day next succeeding the business day on which a notice purporting to be signed by Lender in substantially the same form as Exhibit C, attached hereto, with a copy of this Agreement attached thereto (a "Shifting Control Notice"), is actually received by Depository; provided that if any such notice is so received after 2:00 PM, Central time, on any business day, the "Effective Time" shall be the opening of business on the second business day next succeeding the business day on which such receipt occurs; and provided further, that a "business day" is any day other than a Saturday, Sunday or other day on which Depository is authorized or required by law to be closed.

Notwithstanding the foregoing: (i) all transactions involving or resulting in a transaction involving the Account duly commenced by Depository or any affiliate prior to the Effective Time and so consummated or processed thereafter shall be deemed not to constitute a violation of this Agreement; and (ii) Depository and/or any affiliate may (at its discretion and without any obligation to do so) (x) cease honoring District's instructions and/or commence honoring solely Lender's instructions concerning the Account at any time or from time to time after it becomes aware that Lender has sent to it a Shifting Control Notice but prior to the Effective Time therefor (including without limitation halting, reversing or redirecting any transaction referred to in clause (i) above), or (y) deem a Shifting Control Notice to be received by it for purposes of the foregoing paragraph prior to the specified unit's actual receipt if otherwise actually received by Depository (or if such Shifting Control Notice does not comply with the form attached hereto as Exhibit C or does not attach an appropriate copy of this Agreement), with no liability whatsoever to District or any other party for doing so.

- This Agreement supplements, rather than replaces, Depository's deposit account agreement, terms and conditions and other standard documentation in effect from time to time with respect to the Account or services provided in connection with the Account (the "Account Documentation"), which Account Documentation will continue to apply to the Account and such services, and the respective rights, powers, duties, obligations, liabilities and responsibilities of the parties thereto and hereto, to the extent not expressly conflicting with the provisions of this Agreement (however, in the event of any such conflict, the provisions of this Agreement shall control). Prior to issuing any instructions on or after the Effective Time, Lender shall provide Depository with such documentation as Depository may reasonably request to establish the identity and authority of the individuals issuing instructions on behalf of Lender. Lender may request the Depository to provide other services (such as automatic daily transfers) with respect to the Account on or after the Effective Time; however, if such services are not authorized or otherwise covered under the Account Documentation, Depository's decision to provide any such services shall be made in its sole discretion (including without limitation being subject to District and/or Lender executing such Account Documentation or other documentation as Depository may require in connection therewith).
- Depository agrees not to exercise or claim any right of offset, banker's lien or other like right against the Account for so long as this Agreement is in effect except with respect to (i) returned or charged-back items, reversals or cancellations of payment orders and other electronic fund transfers or other corrections or adjustments to the Account or transactions therein, (ii) overdrafts in the Account or (iii) Depository's charges, fees and expenses with respect to the Account or the services provided hereunder.
- Notwithstanding anything to the contrary in this Agreement: (i) Depository shall have only the duties and responsibilities with respect to the matters set forth herein as is expressly set forth in writing herein and shall not be deemed to be an agent, bailee or fiduciary for any party hereto; (ii) Depository shall be fully protected in acting or refraining from acting in good faith without investigation on any notice (including without limitation a Shifting Control Notice), instruction or request purportedly furnished to it by District or Lender in accordance with the terms hereof, in which case the parties hereto agree that Depository has no duty to make any further inquiry whatsoever; (iii) it is hereby acknowledged and agreed that Depository has no knowledge of (and is not required to know) the terms and provisions of the separate agreement referred to in paragraph 1 above or any other related documentation or whether any actions by Lender (including without limitation the sending of a Shifting Control Notice), District or any other person or entity are permitted or a breach thereunder or consistent or inconsistent therewith, (iv) Depository shall not be liable to any party hereto or any other person for any action or failure to act under or in connection with this Agreement except to the extent such conduct constitutes its own willful misconduct or gross negligence (and to the maximum extent permitted by law, shall under no circumstances be liable for any incidental, indirect, special, consequential or punitive damages); and (v) Depository shall not be liable for losses or delays caused by force majeure, interruption or malfunction of computer, transmission or communications facilities, labor difficulties, court order or decree, the commencement of bankruptcy or other similar proceedings or other matters beyond Depository's reasonable control.

6. District hereby agrees to indemnify, defend and save harmless Depository against any loss, liability or expense, including reasonable fees and disbursements of counsel (collectively, "Covered Items"), incurred in connection with this Agreement or the Account (except to the extent due to Depository's willful misconduct or gross negligence) or any interpleader proceeding relating thereto or incurred as a result of following District's direction or instruction. Lender hereby agrees to indemnify, defend and save harmless Depository against any Covered Items incurred (i) on or after the Effective Time in connection with this Agreement or the Account (except to the extent due to Depository's willful misconduct or gross negligence) or any interpleader proceeding related thereto, (ii) as a result of following Lender's direction or instruction (including without limitation Depository's honoring of a Shifting Control Notice) or (iii) due to any claim by Lender of an interest in the Account or the funds on deposit therein.
7. Depository may terminate this Agreement (i) in its discretion upon the sending of at least thirty (30) days' advance written notice to the other parties hereto or (ii) because of a material breach by District or Lender of any of the terms of this Agreement or the Account Documentation, upon the sending of at least five (5) days advance written notice to the other parties hereto. Lender may terminate this Agreement in its discretion upon the sending of at least three (3) days advance written notice to the other parties hereto, provided that Depository may shorten or waive the requirement that Lender's notice be in advance and any such shortening or waiver shall be binding on all parties. Any other termination or any amendment or waiver of this Agreement shall be effected solely by an instrument in writing executed by all the parties hereto. The provisions of paragraphs 5 and 6 above shall survive any such termination.
8. District shall compensate Depository for the opening and administration of the Account and services provided hereunder in accordance with Depository's fee schedules from time to time in effect. Payment will be effected by a direct debit to the Account.
9. This Agreement: (i) may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument; (ii) shall become effective when counterparts hereof have been signed by the parties hereto; and (iii) shall be governed by and construed in accordance with the laws of the State of Texas. All notices under this Agreement shall be in writing and sent (including via emailed pdf or similar file or facsimile transmission) to the parties hereto at their respective addresses, email addresses or fax numbers set forth below (or to such other address, email address or fax number as any such party shall designate in writing to the other parties from time to time).

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

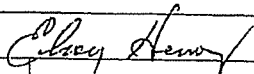
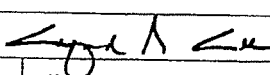
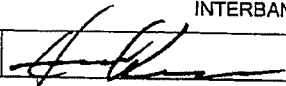
WINNIE-STOWELL HOSPITAL DISTRICT				NECHES CAPITAL, LLC			
By:		Date:	9 MAR 2015	By:		Date:	3-9-15
Name:	Elroy Henry	Name:	Alfred G. Allen, III				
Title:	President	Title:	Manager				
Address for Notices:	538 Broadway Winnie, Texas 77665	Address for Notices:	P.O. Box 930, 455 Elm Street, Suite 100 Graham, Texas 76540				
Fax No.:	(409) 296-6326	Fax No.:	(940) 549-5691				
Email Address:	elroyhenry@windstream.net	Email Address:	aga@turnerandallen.com				
INTERBANK							
By:		Date:	3-5-15				
Name:	Harold Wilbanks						
Title:	Sr. Vice President						
Address for other Notices:	InterBank 455 Elm Street Graham, Texas 76450 Attention: <u>Harold Wilbanks</u> Email: <u>harold.wilbanks@interbankus.com</u> Fax No.: _____			Address For Shifting Control and Termination Notices: InterBank 455 Elm Street Graham, Texas 76450 Attention: <u>Harold Wilbanks</u> Email: <u>harold.wilbanks@interbankus.com</u> Fax No.: _____			

Exhibit “B-2”

**LOAN AND SECURITY AGREEMENT FOR
TWO (2) MONTH-SHORT TERM COMMERCIAL REVENUE NOTE
March 9, 2015 – May 7, 2015**

(Deposit Accounts)

Effective as of March 9, 2015, WINNIE-STOWELL HOSPITAL DISTRICT, a political subdivision of the State of Texas ("Debtor"), whose address is P.O. Box 1997, Winnie, Texas 77665, and NECHES CAPITAL, LLC ("Secured Party"), a Texas limited liability company whose address is P.O. Box 930, 455 Elm Street, Suite 100, Graham, Texas 76540, agree as follows:

ARTICLE 1
LOAN AGREEMENT

Debtor is a Political Subdivision of the State of Texas that was created pursuant to Article IX, Section 9 of the Texas Constitution and Chapter 286 of the Health and Safety Code. Pursuant to Article III, Section 52 of the Texas Constitution, the Legislature shall have no power to authorize any county, city, town or other political corporation or subdivision of the State to lend its credit or to grant public money or thing of value in aid of, or to any individual, association or corporation whatsoever, or to become a stockholder in such corporation, association or company. Both the Debtor and the Lender understand that neither the State of Texas, the unit, nor any political corporation, subdivision, or agency of the state (i.e., the Debtor) shall be obligated to pay the same or the interest thereon and that neither the faith and credit nor the taxing power of the state, the unit, or any other political corporation, subdivision, or agency thereof is pledged to the payment of the principal of or the interest on such debt, note, or bonds.

Debtor and Secured Party have agreed that Secured Party will from time to time, in its discretion and on an uncommitted basis, fund a loan or loans to Debtor to fund Debtor's operation of its nursing homes, including Debtor's inter-governmental transfers for Debtor's participation in the Supplemental Payments to Non-State Government-Owned Nursing Facilities Program provided for and described in Tex. Admin. Code §355.314, as amended, each such loan to be evidenced by a promissory note (the "Note", whether one or more) executed or to be executed by Debtor and made payable to the order of Secured Party. Secured Party will deposit the proceeds of each loan that it elects to make into the Funding and Disbursement Account (defined in clause (ii) of Article 2) and Debtor will fund the related inter-governmental transfer from the Funding and Disbursement Account. Debtor agrees to cause all matching Federal funds that are returned to Debtor under such program to be deposited into the Funding and Disbursement Account, and shall withdraw such funds from the Funding and Disbursement Account only (i) before maturity of the related Note, to pay accrued interest on the related Note, (ii) at maturity of the related Note, to pay it off and (iii) after payment in full of the related Note, to disburse the remaining balance of such matching Federal funds to itself and its nursing homes.

ARTICLE 2
CREATION OF SECURITY INTEREST

In order to secure the prompt and unconditional payment of the Debt (defined in Section 3.2) and the other obligations of Debtor hereinafter described or referred to, and the performance of the obligations, covenants, agreements and undertakings herein described, and to the extent allowed by Article III, Section 52 of the Texas Constitution and Section 286.129 of the Health and Safety Code, Debtor hereby grants to Secured Party a security interest in and mortgages, assigns, transfers, delivers, pledges, sets over and confirms to Secured Party all of Debtor's non-Federal, non-Medicaid, or non-Medicare revenues, powers, privileges, rights, titles and interests (including all power of Debtor, if any, to

[Signature Page to Security Agreement]

pass greater title than it has itself) of every kind and character now owned or hereafter acquired, created or arising in and to the following:

- (i) Account maintained by the Debtor with InterBank, Graham, Texas, Account Number: 1755271008, for the purpose of serving as the Debtor's intergovernmental transfer TexNet account and all deposits now or hereafter made to that account (the "Funding and Disbursement Account");
- (ii) The following thirteen (13) depository accounts and the Sweep Account maintained by Debtor with Wells Fargo Bank in Beaumont, Texas for the purposes of serving as Depository Accounts for the Debtor's thirteen nursing facilities:

Nursing Home	Routing Number	Account Number
Garrison Nursing Home and Rehabilitation Center, LLC	111900659	3296509528
Golden Villa Healthcare, LLC	111900659	3296509510
Highland Park	111900659	3296509544
Marshall Manor Nursing & Rehabilitation Center	111900659	3296509460
Marshall Manor West	111900659	3296581386
Rose Haven Retreat	111900659	3296581378
Spring Branch Transitional Care Center, LLC	111900659	8839887018
Clairmont Beaumont	111900659	3296509502
Hallettsville Rehabilitation and Nursing Center	111900659	3296509494
Monument Hill Rehabilitation and Nursing Center	111900659	3296509452
Oak Manor Nursing Center	111900659	3296473691
Oakland Manor Nursing Center	111900659	3296509437
The Woodlands Healthcare Center	111900659	8839887133
Sweep Account	111900659	3296617180

- (iii) All other bank deposit accounts now owned or hereafter established or acquired by Debtor with InterBank, Graham, Texas or any other state bank or national banking association; and
- (iv) all interest on the foregoing; all modifications, extensions and increases of the foregoing; all sums now or at any time hereafter on deposit in the foregoing or represented by the foregoing; all shares, deposits, investments and interest of every kind of Debtor at any time evidenced by any deposit account receipt or certificate relating to the foregoing or issued in connection with the foregoing, and all other related property;

together with all accessions, appurtenances and additions to and substitutions for any of the foregoing and all products and proceeds of any of the foregoing, together with all renewals and replacements of any of the foregoing, all accounts, receivables, accounts receivable, instruments, notes, chattel paper, documents, books, records, contract rights and general intangibles arising in connection with any of the foregoing. All of the property and interests described in this Article are herein collectively called the "Collateral." The inclusion of proceeds does not authorize Debtor to sell, dispose of or otherwise use the Collateral in any manner not authorized by Secured Party in writing. It is expressly contemplated that additional Collateral may from time to time be pledged to Secured Party as additional security for the Debt (hereinafter defined), and the term "Collateral" as used herein shall be deemed for all purposes hereof to include all such Collateral, together with all other property of the types described above related to the Collateral.

Each capitalized term used but not otherwise defined herein shall have the meaning ascribed to such term in the Loan Agreement.

ARTICLE 3 SECURED INDEBTEDNESS

3.1. This Security Agreement (this "Agreement") is made to secure Note, Two (2) Month Short Term Commercial Note signed on March 9, 2015 by the Debtor with a term ending May 7, 2015, and all of the following present and future debt and obligations including:

- (a) any and all obligations of Debtor, whether absolute or contingent and howsoever and whensoever arising under the Note or any of them;
- (b) any and all obligations of Debtor evidenced by the Note and the any Related Documents (as defined in the Note, to which reference is here made for all purposes);
- (c) all other obligations incurred by Debtor to Secured Party, if any, described or referred to in any other place in this Agreement; and
- (d) any and all sums and the interest which accrues on them as provided in this Agreement which Secured Party may advance or which Debtor may owe Secured Party pursuant to this Agreement on account of Debtor's failure to keep, observe or perform any of Debtor's covenants under this Agreement.

3.2. The term "Debt" means and includes all debt and obligations of Debtor to Secured Party described or referred to in Section 3.1. The Debt includes interest and other obligations accruing or arising on the Debt after (a) commencement of any case under any bankruptcy or similar laws by or against any party comprising Debtor or any other person or entity now or hereafter primarily or secondarily obligated to pay all or any part of the Debt (with such parties comprising Debtor and any such other persons and entities being sometimes hereinafter collectively referred to as "Obligors") or (b) the obligations of any Obligor shall cease to exist by operation of law or for any other reason. The Debt also includes all reasonable attorneys' fees and any other expenses incurred by Secured Party in enforcing this Agreement.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

Debtor represents and warrants as follows:

- (a) Debtor is the legal and equitable owner and holder of good and marketable title to the Collateral free of any adverse claim and free of any security interest or encumbrance except only for the security interest granted hereby in the Collateral. Debtor agrees to defend the Collateral and its proceeds against all claims and demands of any person at any time claiming the Collateral, its proceeds or any interest in either. Debtor has not heretofore granted control of the Collateral to any Person other than Secured Party, or signed or authorized the filing of any financing statement directly or indirectly affecting the Collateral or any part of it which has not been completely terminated of record, and no such financing statement signed or authorized by Debtor is now on file in any public office.
- (b) Debtor's execution, delivery and performance of this Agreement has been duly authorized by all necessary action under Debtor's organizational documents and otherwise. Debtor's execution, delivery and performance of this Agreement do not and will not require (i) any consent of any other person or entity or (ii) any consent, license, permit, authorization or other approval

(including foreign exchange approvals) of any court, arbitrator, administrative agency or other governmental authority, or any notice to, exemption by, any registration, declaration or filing with or the taking of any other action in respect of, any such court, arbitrator, administrative agency or other governmental authority.

- (c) Neither execution or delivery of this Agreement, nor the fulfillment of or compliance with the terms and provisions hereof will (i) violate any constitutional provision, law or rule, or any regulation, order or decree of any governmental authority or the basic organizational documents of Debtor or (ii) conflict with or result in a breach of the terms, conditions or provisions of, or cause a default under, any agreement, instrument, franchise, license or concession to which Debtor is a party or bound.
- (d) Debtor has duly and validly executed, issued and delivered this Agreement. This Agreement is in proper legal form for prompt enforcement and is Debtor's valid and legally binding obligation, enforceable in accordance with its respective terms. Debtor does not have any indebtedness other than indebtedness owing to Secured Party and indebtedness specifically disclosed in writing to Secured Party prior to the date hereof.
- (e) Debtor is now solvent, and no bankruptcy or insolvency proceedings are pending or contemplated by or to Debtor's knowledge against Debtor. Debtor's liabilities and obligations under this Agreement do not and will not render Debtor insolvent, cause Debtor's liabilities to exceed Debtor's assets or leave Debtor with too little capital to properly conduct all of its business as now conducted or contemplated to be conducted.
- (f) All of Debtor's books and records with regard to the Collateral are maintained and kept at the address of Debtor set forth in this Agreement.
- (g) The liens and security interests of this Agreement will constitute valid and perfected first and prior liens and security interests on the Collateral, subject to no other liens, security interests or charges whatsoever.
- (h) The Collateral is genuine, free from any restriction on transfer, duly and validly authorized and issued, constituting the valid and legally binding obligation of the issuer or issuers thereof, enforceable in accordance with its terms, and fully paid, and is hereby duly and validly pledged and hypothecated to Secured Party in accordance with law.
- (i) There is no action, suit or proceeding pending or, to the best of Debtor's knowledge, threatened against or affecting Debtor or the Collateral, at law or in equity, or before or by any governmental authority, which might result in any material adverse change in Debtor's business or financial condition or in the Collateral or in Debtor's other property or Debtor's interest in it.
- (j) Debtor is not in default with respect to any order, writ, injunction, decree or demand of any court or other governmental authority, in the payment of any debt for borrowed money or under any agreement or other papers evidencing or securing any such debt.
- (k) Debtor is not a party to any contract or agreement which materially and adversely affects its business, property, assets or financial condition.

ARTICLE 5 COVENANTS

- 5.1. Debtor covenants and agrees with Secured Party as follows:

- (a) Debtor shall furnish to Secured Party such instruments as may be reasonably required by Secured Party to assure Secured Party's control of the Collateral and the transferability of the Collateral when and as often as may be requested by Secured Party.
- (b) If the validity or priority of this Agreement or of any rights, titles, security interests or other interests created or evidenced hereby shall be attacked, endangered or questioned or if any legal proceedings are instituted with respect thereto, Debtor will give prompt written notice thereof to Secured Party and at Debtor's own cost and expense will diligently endeavor to cure any defect that may be developed or claimed, and will take all necessary and proper steps for the defense of such legal proceedings, and Secured Party (whether or not named as a party to legal proceedings with respect thereto) is hereby authorized and empowered to take such additional steps as in its judgment and discretion may be necessary or proper for the defense of any such legal proceedings or the protection of the validity or priority of this Agreement and the rights, titles, security interests and other interests created or evidenced hereby, and all expenses so incurred of every kind and character shall constitute sums advanced pursuant to Section 5.2.
- (c) Debtor will, on request of Secured Party, (i) promptly correct any defect, error or omission which may be discovered in the contents of this Agreement or in any other instrument executed in connection herewith or in the execution or acknowledgment thereof, (ii) execute, acknowledge, deliver and record or file such further instruments (including further security agreements, financing statements and continuation statements) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this Agreement and such other instruments and to subject to the security interests hereof and thereof any property intended by the terms hereof and thereof to be covered hereby and thereby including specifically any renewals, additions, substitutions, replacements or appurtenances to the then Collateral, and (iii) execute, acknowledge, deliver, procure and record or file any document or instrument (including specifically any financing statement) deemed advisable by Secured Party to protect the security interest hereunder against the rights or interests of third persons, and Debtor will pay all costs connected with any of the foregoing.
- (d) To the extent not prohibited by applicable law, Debtor will pay all out-of-pocket costs and expenses and reimburse Secured Party for any and all expenditures of every character incurred or expended from time to time in connection with enforcing and realizing upon Secured Party's security interests in and liens on any of the Collateral, and all costs and expenses relating to Secured Party's exercising any of its rights and remedies under this Agreement or at law; provided, that no right or option granted by Debtor to Secured Party or otherwise arising pursuant to any provision of this or any other instrument shall be deemed to impose or admit a duty on Secured Party to supervise, monitor or control any aspect of the character or condition of any of the Collateral or any operations conducted in connection with it for the benefit of Debtor or any other person or entity other than Secured Party. Any amount to be paid under this Section by Debtor to Secured Party shall be a demand obligation owing by Debtor to Secured Party and shall bear interest from the date of expenditure until paid at the highest lawful rate permitted by applicable law (the "Past Due Rate").
- (e) Debtor will not sell, lease, exchange, lend, rent, assign, transfer or otherwise dispose of, or pledge, hypothecate or grant any security interest in, or permit to exist any lien, security interest, charge or encumbrance against, all or any part of the Collateral or any interest therein or permit any of the foregoing to occur or arise or permit title to the Collateral, or any interest therein, to be vested in any other party, in any manner whatsoever, by operation of law or otherwise, without the prior written consent of Secured Party.

5.2. If Debtor should fail to comply with any of its agreements, covenants or obligations under this Agreement and such failure continues beyond any applicable notice or cure period afforded herein, then Secured Party (in Debtor's name or in Secured Party's own name) may perform them or cause them to be

performed for Debtor's account and at Debtor's expense, but shall have no obligation to perform any of them or cause them to be performed. Any and all expenses thus incurred or paid by Secured Party shall be Debtor's obligations to Secured Party due and payable on demand, and each shall bear interest from the date Secured Party pays it until the date Debtor repays it to Secured Party, at the Past Due Rate. Upon making any such payment or incurring any such expense, Secured Party shall be fully and automatically subrogated to all of the rights of the person, corporation or body politic receiving such payment. Any amounts owing by Debtor to Secured Party pursuant to this or any other provision of this Agreement shall automatically and without notice be and become a part of the Debt and shall be secured by this and all other instruments securing the Debt.

ARTICLE 6 EVENTS OF DEFAULT

The occurrence of an Event of Default under any Note shall constitute an Event of Default (herein so called) under this Agreement.

ARTICLE 7 REMEDIES IN EVENT OF DEFAULT

- 7.1. At any time after the occurrence of an Event of Default:
- (a) Secured Party shall have the option of declaring, without notice to any person, all Debt to be immediately due and payable;
 - (b) Secured Party shall have all the rights of a secured party after default under the Uniform Commercial Code of Texas and in conjunction with, in addition to or in substitution for those rights and remedies:
 - (i) it shall not be necessary that the Collateral or any part thereof be present at the location of any sale pursuant to the provisions of this Article; and
 - (ii) before application of proceeds of disposition of the Collateral to the Debt, such proceeds shall be applied to the reasonable expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like and the reasonable attorneys' fees and legal expenses incurred by Secured Party, each Obligor, to the extent applicable, to remain liable for any deficiency; and
 - (iii) the sale by Secured Party of less than the whole of the Collateral shall not exhaust the rights of Secured Party hereunder, and Secured Party is specifically empowered to make successive sale or sales hereunder until the whole of the Collateral shall be sold; and, if the proceeds of such sale of less than the whole of the Collateral shall be less than the aggregate of the Debt, this Agreement and the security interest created hereby shall remain in full force and effect as to the unsold portion of the Collateral just as though no sale had been made; and
 - (iv) in the event any sale hereunder is not completed or is defective in the opinion of Secured Party, such sale shall not exhaust the rights of Secured Party hereunder and Secured Party shall have the right to cause a subsequent sale or sales to be made hereunder; and
 - (v) any and all statements of fact or other recitals made in any bill of sale or assignment or other instrument evidencing any foreclosure sale hereunder as to nonpayment of any indebtedness or as to the occurrence of any default, or as to Secured Party having declared all of such indebtedness to be due and payable, or as to notice of time, place and

terms of sale and the Collateral to be sold having been duly given, as to any other act or thing having been duly done by Secured Party, shall be taken as *prima facie* evidence of the truth of the facts so stated and recited; and

- (vi) Secured Party may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Secured Party, including the sending of notices and the conduct of sale, but in the name and on behalf of Secured Party; and
- (vii) demand of performance, advertisement and presence of property at sale are hereby WAIVED by Debtor and Secured Party is hereby authorized to sell hereunder any evidence of debt it may hold as security for the Debt. All demands and presentments of any kind or nature are expressly WAIVED by Debtor. Debtor WAIVES the right to require Secured Party to pursue any other remedy for the benefit of Debtor and agrees that Secured Party may proceed against any Obligor for the amount of the Debt owed to Secured Party without taking any action against Debtor any other Obligor without selling or otherwise proceeding against or applying any of the Collateral in Secured Party's possession.

7.2. All remedies herein expressly provided for are cumulative of any and all other remedies existing at law or in equity and are cumulative of any and all other remedies provided for in any other instrument securing the payment of the Debt, or any part thereof, or otherwise benefiting Secured Party, and the resort to any remedy provided for hereunder or under any such other instrument or provided for by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

7.3. Secured Party may resort to any security given by this Agreement or to any other security now existing or hereafter given to secure the payment of the Debt, in whole or in part, and in such portions and in such order as may seem best to Secured Party in its sole and absolute discretion, and any such action shall not in anywise be considered as a waiver of any of the rights, benefits or security interests evidenced by this Agreement.

7.4. To the full extent Debtor may do so, Debtor agrees that Debtor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay, extension or redemption, and Debtor, for Debtor, Debtor's heirs, devisees, executors, administrators, personal representatives, successors, receivers, trustees and assigns, and for any and all persons ever claiming any interest in the Collateral, to the extent permitted by law, hereby WAIVES and releases all rights of redemption, valuation, appraisal, stay of execution, notice of intention to mature or to declare due the whole of the Debt, notice of election to mature or to declare due the whole of the Debt and all rights to a marshaling of the assets of Debtor, including the Collateral, or to a sale in inverse order of alienation in the event of foreclosure of the security interest hereby created.

ARTICLE 8 ADDITIONAL AGREEMENTS

8.1. Subject to the automatic reinstatement provisions set forth below, upon full payment and performance of the Debt and final termination of all obligations, if any, of Secured Party to fund loans or provide other financial accommodations to or for Debtor, all rights under this Agreement shall terminate and the Collateral shall thereafter become wholly clear of the security interest evidenced hereby, and upon written request by Debtor such security interest shall be released by Secured Party in due form, at Debtor's cost.

8.2. Secured Party may waive any default without waiving any other prior or subsequent default. Secured Party may remedy any default without waiving the default remedied. The failure by Secured Party to exercise any right, power or remedy upon any default shall not be construed as a waiver of such default or as a waiver of the right to exercise any such right, power or remedy at a later date. No single or

partial exercise by Secured Party of any right, power or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right, power or remedy hereunder may be exercised at any time and from time to time. No modification or waiver of any provision hereof nor consent to any departure by Debtor therefrom shall in any event be effective unless the same shall be in writing and signed by Secured Party and then such waiver or consent shall be effective only in the specific instances, for the purpose for which given and to the extent therein specified. No notice to nor demand on Debtor in any case shall of itself entitle Debtor to any other or further notice or demand in similar or other circumstances. Acceptance by Secured Party of any payment in an amount less than the amount then due on the Debt shall be deemed an acceptance on account only and shall not in any way affect the existence of a default hereunder.

8.3. Secured Party shall not be required to take any steps necessary to preserve any rights against prior parties to any of the Collateral.

8.4. The security interest and other rights of Secured Party hereunder shall not be impaired by any indulgence, moratorium or release granted by Secured Party, including but not limited to (a) any renewal, extension or modification which Secured Party may grant with respect to the Debt, (b) any surrender, compromise, release, renewal, extension, exchange or substitution which Secured Party may grant in respect of any item of the Collateral, or any part thereof or any interest therein, or (c) any release or indulgence granted to any endorser, guarantor or surety of the Debt.

8.5. Debtor hereby authorizes Secured Party to cause all financing statements and continuation statements relating hereto to be recorded, filed, re-recorded and refiled in such manner and in such places as Secured Party shall reasonably elect and will pay all such recording, filing, re-recording, and re-filing taxes, fees and other charges. Debtor also hereby authorizes Secured Party to take such other measures as Secured Party may deem necessary or appropriate to perfect any security interests created hereunder in and to the Collateral.

8.6. In the event the ownership of the Collateral or any part thereof becomes vested in a person other than Debtor, Secured Party may, without notice to Debtor, deal with such successor or successors in interest with reference to this Agreement and to the Debt in the same manner as with Debtor, without in any way vitiating or discharging Debtor's liability hereunder or upon the Debt. No sale of the Collateral, and no forbearance on the part of Secured Party and no extension of the time for the payment of the Debt given by Secured Party shall operate to release, discharge, modify, change or affect, in whole or in part, the liability of Debtor hereunder for the payment of the Debt or the liability of any other person hereunder for the payment of the Debt, except as agreed to in writing by Secured Party.

8.7. Any other or additional security taken for the payment of any of the Debt shall not in any manner affect the security given by this Agreement.

8.8. If any part of the Debt cannot be lawfully secured by this Agreement, or if the lien, assignments and security interests of this Agreement cannot be lawfully enforced to pay any part of the Debt, then and in either such event, at the option of Secured Party, all payments on the Debt shall be deemed to have been first applied against that part of the Debt.

8.9. This Agreement shall not be changed orally but shall be changed only by agreement in writing signed by Debtor and Secured Party. No course of dealing between the parties, no usage of trade and no parole or extrinsic evidence of any nature shall be used to supplement or modify any of the terms or provisions of this Agreement.

8.10. Any notice, request or other communication required or permitted to be given hereunder shall be given in writing by delivering it against receipt for it, by depositing it with an overnight delivery service or by depositing it in a receptacle maintained by the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, addressed to the respective parties at the addresses

shown herein (and if so given, shall be deemed given when mailed). Debtor's address for notice may be changed at any time and from time to time, but only after thirty (30) days' advance written notice to Secured Party and shall be the most recent such address furnished in writing by Debtor to Secured Party. Secured Party's address for notice may be changed at any time and from time to time, but only after ten (10) days' advance written notice to Debtor and shall be the most recent such address furnished in writing by Secured Party to Debtor. Actual notice, however and from whomever given or received, shall always be effective when received.

8.11. This Agreement shall be binding upon Debtor, and the heirs, devisees, executors, administrators, personal representatives, trustees, beneficiaries, conservators, receivers, successors and assigns of Debtor, including all successors in interest of Debtor in and to all or any part of the Collateral, and shall benefit Secured Party and its successors and assigns.

8.12. Secured Party is hereby authorized at any time and from time to time after the occurrence of an Event of Default, without notice to any person or entity (and Debtor hereby WAIVES any such notice) to the fullest extent permitted by law, to set-off and apply any and all monies, securities and other properties of Debtor now or in the future in the possession, custody or control of Secured Party, or on deposit with or otherwise owed to Debtor by Secured Party including without limitation the Collateral and all other monies, securities and other properties held in general, special, time, demand, provisional or final accounts or for safekeeping or as collateral or otherwise (but excluding those accounts clearly designated as escrow or trust accounts held by Debtor for others unaffiliated with Debtor) against any and all of Debtor's obligations to Secured Party now or hereafter existing, irrespective of whether Secured Party shall have made any demand therefor.

8.13. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. Each waiver in this Agreement is subject to the overriding and controlling rule that it shall be effective only if and to the extent that (a) it is not prohibited by applicable law and (b) applicable law neither provides for nor allows any material sanctions to be imposed against Secured Party for having bargained for and obtained it.

8.14. The pronouns used in this Agreement are in the masculine and neuter genders but shall be construed as feminine, masculine or neuter as occasion may require. "Secured Party", "Obligor" and "Debtor" as used in this Agreement include the heirs, devisees, executors, administrators, personal representatives, trustees, beneficiaries, conservators, receivers, successors and assigns of those parties.

8.15. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement. Terms used in this Agreement which are defined in the Texas Uniform Commercial Code are used with the meanings as therein defined. Wherever the term "including" or a similar term is used in this Agreement, it shall be read as if it were written "including by way of example only and without in any way limiting the generality of the clause or concept referred to."

8.16. This Agreement is performable in Young County, Texas, which shall be a proper place of venue for suit on or in respect of this Agreement. Debtor irrevocably agrees that any legal proceeding in respect of this Agreement shall be brought in the district courts of Young County, Texas or the United States District Court for the Northern District of Texas. Nothing herein shall affect the right of Secured Party to commence legal proceedings or otherwise proceed against Debtor in any jurisdiction or to serve process in any manner permitted by applicable law. Debtor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE APPLICABLE LAWS OF THE STATE OF TEXAS AND THE UNITED STATES OF AMERICA FROM TIME TO TIME IN EFFECT.

8.17. Debtor agrees that, if at any time all or any part of any payment previously applied by Secured Party to the Debt is or must be returned by Secured Party or recovered from Secured Party for any reason (including the order of any bankruptcy court), this Agreement shall automatically be reinstated to the same effect, as if the prior application had not been made, and, in addition, Debtor hereby agrees to indemnify Secured Party against, and to save and hold Secured Party harmless from any required return by Secured Party or recovery from Secured Party of any such payments because of its being deemed preferential under applicable bankruptcy, receivership or insolvency laws, or for any other reason.

8.18. This Agreement embodies the entire agreement and understanding between Secured Party and Debtor with respect to their subject matter and supersedes all prior conflicting or inconsistent agreements, consents and understandings relating to such subject matter. Debtor acknowledges and agrees there is no oral agreement between Debtor and Secured Party which has not been incorporated in this Agreement.

8.19. Provided no default or Event of Default is continuing, cash on deposit comprising the Collateral may be requested by Debtor to pay for customary operating expenses of the Project incurred by Debtor after the date the Evidence of Completion has been delivered to Lender. Such requests shall be accompanied by bills or invoices setting forth in reasonable detail the basis for the expense, the name of the payee, and all relevant payment information.

[SIGNATURE PAGE TO FOLLOW]

NOTICE PURSUANT TO TEX. BUS. & COMM. CODE 26.02

THIS AGREEMENT, THE LOAN AGREEMENT AND ANY OTHER RELATED CREDIT DOCUMENTS TOGETHER CONSTITUTE A WRITTEN AGREEMENT AND REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

DEBTOR:

WINNIE-STOWELL HOSPITAL DISTRICT

By: John E. Henry Sr.
Name: John E. Henry Sr.
Title: CHAIRMAN

SECURED PARTY:

NECHES CAPITAL, LLC
By: Alfred G. Allen, III
Name: Alfred G. Allen, III
Title: President

Exhibit “B-3”

Two Month Short Term Promissory Note
March 9, 2015 – May 7, 2015

BORROWER INFORMATION

Winnie-Stowell Hospital District
538 Broadway
Winnie, Texas 77665

NOTE. This Commercial Promissory Note dated March 9, 2015, will be referred to in this document as the "Note."
LENDER. "Lender" means Neches Capital, LLC whose address is P. O. Box, 930, 455 Elm Street, Suite 100, Graham, Young County, Texas 76450, its successors and assigns.

BORROWER. The Winnie Stowell Hospital District ("Borrower") is a Political Subdivision of the State of Texas that was created pursuant to Article IX, Section 9 of the Texas Constitution and Chapter 286 of the Health and Safety Code.

REVENUE NOTE. Both Borrower and Lender agree that Article III, Section 52 of the Texas Constitution, prohibits the Legislature from authorizing any county, city, town or other political corporation or subdivision of the State to lend its credit or to grant public money or thing of value in aid of, or to any individual, association or corporation whatsoever, or to become a stockholder in such corporation, association or company. Both the Borrower and the Lender understand that neither the State of Texas, the Borrower, nor any political corporation, subdivision, or agency of the state, (i.e., Debtor) shall be obligated to pay the same or the interest thereon and that neither the faith and credit nor the taxing power of the state, the unit, or any other political corporation, subdivision, or agency thereof is pledged to the payment of the principal of or the interest on such debt, note, or bonds.

PROMISE TO PAY. For value received, receipt of which is hereby acknowledged, on or before May 7, 2015, (the Maturity Date), the Borrower promises to pay the principal amount of two-million four hundred sixty thousand dollars and 00/100 Dollars (\$2,460,000.00) and all interest on the outstanding principal balance and all other charges provided for in this Note, including service charges, to the order of Lender at its office at the address noted above or at such other place as Lender may designate in writing. The Borrower will make all payments in lawful money of the United States of America.

PAYMENT SCHEDULE. This Note will be paid according to the following schedule: Unpaid interest accrued on the unpaid principal balance of this Note shall be due and payable on March 31, 2015, April 30, 2015, and on the Maturity Date, the entire balance of unpaid principal and accrued interest shall be finally due and payable, without notice or demand. All payments received by the Lender for application on this Note may be applied to the Borrower's obligations under this Note in such order and manner as Lender shall determine in its sole discretion.

INTEREST RATE AND SCHEDULED PAYMENT CHANGES. Interest on the principal of this Note from time to time outstanding will begin to accrue on the date of this Note and continue until all principal and accrued interest on this Note shall have been fully paid and satisfied. Before maturity, the interest rate on this Note will be fixed at 16.8% per annum, and all past due principal and interest shall bear interest at a rate per annum equal to the less of 18% per annum or the Highest Lawful Rate. It is the intention of Borrower and Lender to conform strictly to the usury laws in force in the State of Texas and in the United States of America, as applicable. If, for any reason whatsoever, the interest paid or received on this Note shall exceed the Highest Lawful Rate (defined below), the owner or holder of this Note shall credit on the principal hereof, or after all principal has been paid, refund to the payor, such portion of said interest as may be necessary to cause the interest paid on this Note to equal to the Highest Lawful Rate. "Highest Lawful Rate" means the maximum non-usurious rate of interest from time to time permitted by applicable federal or Texas law, whichever permits the higher lawful rate. All sums paid or agreed to be paid to the owner or holder hereof for the use, forbearance or detention of the indebtedness evidenced hereby shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of this Note. To the fullest extent permitted by law, all amounts charged, paid or received hereunder shall be characterized as a fee or an expense and not as interest. In the event any amount is charged, paid or received hereunder which would result in a payment of interest in excess of the Highest Lawful Rate, such overcharged or overpaid amount may, at Lender's or any subsequent owner's or holder's discretion, be applied as a partial prepayment of principal or refunded to Borrower.

LATE PAYMENT CHARGE. If any required payment is more than 10 days late, then at Lender's option, Lender will assess a late payment charge of 5.000% of the amount of the required payment then past due.

SECURITY. This Note is secured by a security agreement dated March 9, 2015, between the Borrower, as debtor, and the Lender, as secured party, covering deposit accounts.

RIGHT OF SET-OFF. To the extent permitted by law, Borrower agrees that Lender has the right to set-off any amount due and payable under this Note, whether matured or unmatured, against any amount owing by Lender to Borrower. Such right of set-off may be exercised by Lender against Borrower or against any assignee for the benefit of creditors, receiver, or execution, judgment or attachment creditor of Borrower, or against else claiming through or against Borrower or such assignee for the benefit of creditors, receiver, or execution, judgment or attachment creditor, notwithstanding the fact that such right of set-off has not been exercised by Lender prior to the making, filing or issuance or service upon Lender of, or of notice of, assignment for the benefit of creditors, appointment or application for the appointment of a receiver, or issuance of execution, subpoena or order or warrant. Borrower agrees to hold Lender harmless from any claim arising as a result of Lender exercising Lender's right to set-off.

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, mortgages, deeds of trust, deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments and any other documents or agreements executed in connection with this Note whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Note by reference thereto, with the same force and effect as if fully set forth herein.

DEFAULT. Upon the occurrence of any one of the following events (Each, an "Event or Default" or "default" or "event of default"), Lender's obligations, if any, to make any advances will, at Lender's option, immediately terminate and Lender, at its option, may declare all indebtedness of Borrower to Lender under this Note immediately due and payable without further notice of any kind notwithstanding anything to the contrary in this Note or any other agreement: (a) Borrower's failure to make any payment on time in the amount due; (b) any default by Borrower under the terms of this Note or any other Related Documents executed in connection with this Note; (c) any default by Borrower under the terms of any Related Documents in favor of Lender; (d) the dissolution or termination of existence of Borrower or any guarantor; (e) Borrower is not paying Borrower's debts as such debts become due; (f) the commencement of any proceeding under bankruptcy or insolvency laws by or against Borrower or any guarantor or the appointment of a receiver; (g) any default under the terms of any other indebtedness of Borrower to any other creditor; (h) any writ of attachment, garnishment, execution, tax lien or similar instrument is issued against any collateral securing the loan, if any, or any of Borrower's property or any judgment is entered against Borrower or any guarantor; (i) any part of Borrower's business is sold to or merged with any other business, individual, or entity; (j) any representation or warranty made by Borrower to Lender in any of the Related Documents or any financial statement delivered to Lender proves to have been false in any material respect as of the time when made or given; (k) if any guarantor, or any other party to any Related Documents in favor of Lender entered into or delivered in connection with this Note terminates, attempts to terminate or defaults under any such Related Documents in favor of Lender entered into or delivered in connection with this Note terminates, attempts to terminate or defaults under any such Related Documents; (l) Lender has deemed itself insecure or there has been a material adverse change of condition of the financial prospects of Borrower or any collateral securing the obligations owing to Lender by Borrower. Upon the occurrence of an event of default, Lender may pursue any remedy available under any Related Document, at law or in equity.

GENERAL WAIVERS. To the extent permitted by law, the Borrower severally waives any required notice of presentment, demand, acceleration, intent to accelerate, protest and any other notice and defense due to extensions of time or other indulgence by Lender or to any substitution or release of collateral. No failure or delay on the part of Lender, and no course of dealing between Borrower and Lender, shall operate as a waiver of such power or right, nor shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any other power or right.

JOINT AND SEVERAL LIABILITY. If permitted by law, each Borrower executing this Note is jointly and severally bound.

SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Note is invalid or prohibited by law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of this Note without invalidating the remainder of either the affected provision or this Note.

SURVIVAL. The rights and privileges of the Lender hereunder shall inure to the benefit of its successors and assigns, and this Note shall be binding on all heirs, executors, administrators, assigns and successors of Borrower.

ASSIGNABILITY. Lender may assign, pledge or otherwise transfer this Note or any of its rights and powers under this Note without notice, with all or any of the obligations owing to Lender by Borrower, and in such event the assignee shall have the same rights as if originally named herein in place of Lender. Borrower may not assign this

Note or any benefit accruing to it hereunder or delegate any of its obligations hereunder without the express written consent of the Lender.

GOVERNING LAW. This Note is governed by the laws of the state of Texas except to the extent that federal law controls. Venue shall be deemed to be proper in Young, County, Texas, being the place of payment on this note and the place at which the contract had its inception and is to be performed.

HEADING AND GENDER. The headings preceding text in this Note are for general convenience in identifying subject matter, but have no limiting impact on the text which follows any particular heading. All words used in this Note shall be construed to be of such gender or number as the circumstances require.

ATTORNEYS' FEES AND OTHER COSTS. If legal proceedings are instituted to enforce the terms of this Note, Borrower agrees to pay all costs of the Lender in connection therewith, including reasonable attorney's fees, to the extent permitted by law.

ADDITIONAL PROVISIONS. Federal Small Business Certification. Borrower represents, warrants and certifies, that none of the principals of Borrower or Borrower's affiliates have been convicted of, or pleaded nolo contendere to, any offense covered by 42 U.S.C. sec.16911(7). For purposes of this subsection, the term "principal" means: (a) with respect to a sole proprietorship, the proprietor; (b) with respect to a partnership, each managing partner and each partner who is a natural person and holds twenty percent (20.00%) or more ownership interest in the partnership; and (c) with respect to a corporation, limited liability company, association or development company, each director, each of the five most highly compensated executives or officers of the entity, and each natural person who is direct or indirect holder of twenty percent (20.00%) or more of the ownership stock or stock equivalent of the entity.

The loan proceeds are to fund operation of its nursing homes, including Borrower's inter-governmental transfers for Borrower's participation in the Supplemental Payments to Non-State Government-Owned Nursing Facilities Program provided for and described in Tex. Admin. Code §355.314. Borrower and signers, with proper board of director approval and consent, certify the loan proceeds will be used for this sole purpose, and to the best of their knowledge, they are authorized to borrow this loan for this purpose. Borrower and signers, with proper board of director approval and consent, also certify that the reimbursement to the Borrower of transferred funds and the applicable federal matching funds received from the aforementioned IGT made with the proceeds of these loaned funds will be utilized to directly and without diversion repay the outstanding principal and accrued interest on this note to its holder. Further, such federal matching funds received by Borrower shall be placed in Borrower's account at Interbank in Graham, Young County, Texas, and shall be used to first repay the principal and unpaid accrued interest owed as a result of this Note, prior to further disposition of such funds.

This Note and the Related Documents constitute the complete and final expression of the parties' loan agreement and may not be amended or modified by oral agreement.

No present or future agreement securing any other debt owed to Neches Capital, LLC will secure the payment of this Loan if, with respect to this loan, Borrower fails to fulfill any necessary requirements or limitations of Sections 19(a), 32 or 35 of Regulation Z or if, as a result, this Loan would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007. This Note is governed by the laws of Texas and the United States of America, and to the extent required, by the laws of the jurisdiction where the property securing this Note is located, except to the extent such state laws are preempted by federal law. Borrower agrees to supply Neches Capital, LLC with whatever information it reasonably requests. Neches Capital, LLC will make requests for this information without undue frequency, and will give Borrower reasonable time in which to supply the information. Unless otherwise required by law, any notice will be given by delivering it or mailing it by email or first class mail. Notice to one Borrower will be deemed to be notice to all Borrowers. Borrower will inform Neches Capital, LLC in writing of any change in my name, address or other application information and agrees to provide Neches Capital, LLC any correct and complete financial statements or other information it requests. Borrower agrees to sign, deliver, and file any additional documents or certifications that Neches Capital, LLC may consider necessary to perfect, continue, and preserve any obligations under the Loan and to confirm Neches Capital, LLC lien status on any Property. Time is of the essence.

[SIGNATURE PAGE TO FOLLOW]

By signing this Note, Borrower acknowledges reading, understanding, and agreeing to all its provisions and receipt of a true and complete copy of this Note.

Borrower: Winnie-Stowell Hospital District

By: JOHN E. HENRY JR.
Name: John E. Henry Jr.
Title: CHAIRMAN

Exhibit C

SHIFTING CONTROL NOTICE

InterBank
455 Elm Street
Graham, Texas 76450
Attention: Harold Wilbanks
Email: harold.wilbanks@interbankus.com
Fax No.: _____

Re: Blocked Account Control Agreement dated as of March 9, 2014, (the "Agreement") by and among Winnie-Stowell Hospital District ("Debtor"), NECHES Capital, LLC ("Secured Party") and InterBank relating to Account(s) 1755271008

Ladies and Gentlemen:

This constitutes a Shifting Control Notice as referred to in paragraph 2 of the Agreement, a copy of which is attached hereto.

NECHES CAPITAL, LLC			
By:		Date:	
Name:	Alfred G. Allen, III		
Title:	Manager		

Exhibit “C”

**Winnie-Stowell Hospital District
General Operating Fund Budget Worksheet
for the year ended 12/31/15**

	* 2015 Budget
Budgetary fund balance, January 1	\$ 2,874,345
Resources (inflows):	
Sales Tax Revenue	695,000
Interest Income	925
Miscellaneous	-
Loan Proceeds - Building	400,000
Loan Proceeds - UPL Program	
Nursing Home - UPL Program (net of IGT)	11,233,172
Amounts available for appropriation	<u>15,203,442</u>
Charges to appropriations (outflows):	
Administrative Wages	30,000
Administrative Payroll Tax Expense	1,500
Administrative Expenses	1,500
Indigent Care for Chambers Co Indigent Care Dept and 1115 Waiver/Uncompensated Care Program	280,000
Audit/Accounting	30,000
Bonds	350
Project Cost-Nursing Home-UPL Program (LTC)	5,000,000
Nursing Home Program Management Fee	4,717,932
Nursing Home Program - Bonds	3,500
Nursing Home Program - Interest Expense	208,000
Education, Travel & Seminar	6,000
Hospital Improvements and Equipment	
Insurance	3,750
Insurance - Property	10,000
Interest - Building	20,000
Principle Payments on Building	
Principle Payments on UPL Program Loans	
Legal Fees	125,000
Notices & Fees	2,500
Salary - Indigent Care Administrator	
Payroll Taxes - Indigent Care	
Benefits -Employee	
Travel	2,000
Web-Site	1,500
Continuing Education - Medical Personnel	12,000
Office Supplies/Postage	2,000
Telephone & Internet	2,000
Purchase of Land and Building	400,000
Payment to Hospital for Equipment, Furniture & Improvements	
Contingency	100,000
Total Expenses	<u>10,959,532</u>
Budgetary Fund balance Estimated at Year End	<u>\$ 4,243,910</u>

3/4/2015			
Proposed Amendment			
			TOTAL
Hospital District	Nursing Home Program	Indigent Care Program	Proposed Amended Budget
566,152	2,077,322		2,643,474
			-
695,000	695,000		695,000
925	925		925
-	-		-
320,000			320,000
	19,640,000		19,640,000
	35,675,000		35,675,000
<u>1,582,077</u>	<u>57,392,322</u>	-	<u>58,974,399</u>
30,000	30,000		30,000
1,500	1,500		1,500
1,500	1,500		1,500
		280,000	280,000
30,000	30,000		30,000
350	350		350
		3,381,150	3,381,150
		19,875,000	19,875,000
		3,500	3,500
		1,621,456	1,621,456
			-
			-
3,750	3,750		3,750
10,000	10,000		10,000
20,000	10,584		10,584
	19,442		19,442
		19,640,000	19,640,000
125,000	125,000		125,000
2,500	2,500		2,500
		48,000	48,000
		3,840	3,840
	3,000	4,800	7,800
2,000	2,000	1,200	3,200
1,500	1,500		1,500
12,000	12,000		12,000
2,000	2,000	2,000	4,000
2,000	2,000		2,000
400,000	400,000		400,000
		3,750,000	3,750,000
100,000	100,000		100,000
<u>757,126</u>	<u>44,521,106</u>	<u>4,089,840</u>	<u>49,368,072</u>
824,951	12,871,216	(4,089,840)	9,606,327

* As approved by the board 12/17/14

Exhibit “D-1”

INDIGENT CARE SUPPORT AGREEMENT

THIS INDIGENT CARE SUPPORT AGREEMENT (“Agreement”), effective as of _____, 2015 (the “Effective Date”), is by and between Winnie-Stowell Hospital District (“District”) and Winnie Community Hospital, LLC (“Hospital”). District and Hospital are sometimes referred to in this Agreement, individually, as a “Party” or, together, as the “Parties.”

WHEREAS, the District is a “voter approved” hospital district formed under the authority of Article 9, Section 9 of the Texas Constitution and Chapter 286 of the Texas Health & Safety Code, and is subject to the terms and conditions of the Texas Indigent Health Care and Treatment Act (Texas Health & Safety Code Ch. 61) (collectively, the “Authorizing Legislation”);

WHEREAS, pursuant to the Authorizing Legislation, the District is obligated to assume full responsibility for providing medical and hospital care for its Indigent inhabitants. *See* Tex. Const. Art. IX, § 9 (2014) (emphasis added); Tex. Att’y Gen. Op. No. JM-858 (1988); and Tex. Att’y Gen. Op. No. JC-0220 (2000).

WHEREAS, Authorizing Legislation states that the District shall assume full responsibility for operating hospital facilities and for furnishing medical and hospital care for the district’s needy inhabitants and the District, without charge shall supply to a patient residing in the district the care and treatment that the patient or a relative of the patient who is legally responsible for the patient’s support cannot pay.” *See* Tex. Health & Safety Code §§ 286.073, 286.082, and 61.052(a).

WHEREAS, District is empowered by Chapter 61 of the Texas Health and Safety Code (the “Indigent Health Care and Treatment Act”) to enter into contracts relating to or arranging for the provision of such healthcare services;

WHEREAS, pursuant to Texas Attorney General Opinion No. JC-0220 and as modified by Texas Attorney General Opinion No. JC-0434, the Texas Attorney general has interpreted the “Authorizing Legislation” as permitting a duly formed hospital district to provide hospital and medical care to its Indigent and needy inhabitants through a contract with a private hospital system, and to compensate such system through payment of subsidies and other amounts, without violating the Authorizing Legislation or other laws. *See* Tex. Att’y Gen. Op. No. JC-0220 (2000) and JC-0434 (2001).

WHEREAS, in exchange for the Hospital’s agreement described herein to provide medical care to the District’s Indigent, the District will provide financial support to the Hospital will agree to acquire certain needed medical equipment, develop certain needed medical programs and otherwise provide high quality health care services to the Indigent and non-Indigent residents of the District.

WHEREAS, District has determined that this Agreement is in the best interest of District and its residents and is necessary to enable District to fulfill its obligations to provide for the provision of healthcare services to indigent and needy residents of the District;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

a. Indigent. As used in this Agreement, “Indigent” shall mean at any time a person who has been accepted to be a participant in the District’s Indigent Program in accordance with the Indigent Healthcare Policy & Procedures Statement adopted by the District’s Board on February 18, 2015 (“District’s Indigent Policy Statement”), a copy of which shall be provided to Hospital upon execution of this Agreement, and thereafter within ten (10) days following any amendment thereto. The District acknowledges that the Hospital’s commitments hereunder have been determined based upon the current definition of “Indigent” utilized by District and the anticipated financial impact thereof, and that a change in the definition which results in expanded coverage for District residents could have significant negative financial implications for the Hospital. As such, the Parties agree that any change to the definition of “Indigent” adopted by District after the Effective Date of this Agreement which would materially increase the number of individuals who qualify for Health Care Services hereunder and/or the financial burden to Hospital of providing Health Care Services to such Individual hereunder must be consented to by Hospital, in which case the Parties will meet to discuss the financial burdens created by such change and to negotiate a change in the amount of the subsidy to be provided by the District to offset such additional financial burdens.

b. Medically Necessary. As used in this Agreement, the term “Medically Necessary” shall mean the services set forth in the District’s Indigent Policy Statement which, pursuant to the terms and conditions of this Agreement, are determined by the attending Physician or other medical professional, as may be appropriate in each case, to be:

- i. appropriate and necessary for the symptoms, diagnosis or treatment of the medical conditions of the Indigent presenting himself or herself for treatment; and
- ii. provided for the diagnosis or direct care and treatment of the medical condition of the Indigent presenting himself or herself for treatment; and
- iii. not primarily for the convenience of the Indigent, the Indigent’s physician or another Hospital and
- iv. the appropriate level of service needed to provide safe and adequate care.

c. Health Care Services. As used in this Agreement, “Health Care Services” shall mean those Medically Necessary health care services provided to Indigent residents of this District under 1) WSHD Policy Statement in effect on the date of this Agreement, 2) Chapter 61 of the Texas Health and Safety Code and; 3) the Rules of the Texas Department of Health and Human Services promulgated thereunder. However, the Hospital shall not be obligated to provide any service which Hospital does not offer and which Hospital does not otherwise make available to non-Indigent Hospital patients (whether under an arrangement with third party providers or otherwise).

d. Physician. As used in this Agreement, the term “Physician” shall mean, an individual licensed by the State of Texas to practice medicine within the scope of his or her license. These professionals may or may not be under contract with Hospital for the delivery of Health Care Services. Hospital may appoint a “Medical Director” from the licensed Physicians in the District to help monitor the nature and quality of Health Care Services rendered to Indigents.

e. Resident. As used in this Agreement, the term “resident” means a person who has satisfied the residency requirements set forth in the WSHD’s Indigent Policy Statement.

2. STATEMENT OF PURPOSE.

The Parties acknowledge that the Hospital currently provides care to the District’s Indigent and significant levels of uncompensated care to District residents (by virtue of the provision of medical care to Indigent patients, as well as the performance of legally-mandated, but unreimbursed, emergency assessment and stabilizing treatment under EMTALA), and that such care has taken, and continues to take, a significant toll upon the Hospital’s financial health and ability to both provide basic healthcare services, and to improve and expand the scope and quality of the services it provides. By this Agreement, the District intends to provide reasonable financial support to the Hospital for the purpose of offsetting the Hospital’s cost to care for: 1) the District’s residence who are participating in the District’s Indigent Care Program pursuant to the District’s Indigent Policy Statement; 2) uncompensated care burdens; and 3) to help the Hospital ensure the continued availability of appropriate, necessary and high quality medical care and services for the residents of the District. In addition to compensating the Hospital for the provision of Health Care Services to Indigents, such support is intended to be used by the Hospital to: 1) acquire updated medical equipment; 3) make state-mandated physical plant renovations; 3) renovate and re-open the Hospital’s surgical procedure room; and 4) develop and expand a partial hospitalization program, all of which will significantly benefit the Indigent and non-Indigent residents of the District. Without such financial support, the Hospital’s ability to accomplish some or all of the foregoing improvements would be severely restricted, which in turn could result in a further reduction and/or total loss of necessary medical services in the District. As such, the District has determined that the financial support to be provided to the Hospital 1) is reasonable in light of the medical needs of the District’s Indigents; 2) will support and advance the Hospital’s ability to acquire necessary medical equipment, make necessary facility renovations and provide medical programs which benefit both the Indigents and non-Indigent residents of the District and which were not previously available at the Hospital; and 3) is consistent with and in furtherance of the District’s obligations to provide, or arrange for the provision of, medical care for the Indigents.

3. RESPONSIBILITIES OF HOSPITAL

a. Provision of Health Care Services. Hospital agrees to provide all Medically Necessary Health Care Services for Indigent during the Term at no charge to such Indigents and/or the District except as otherwise provided herein. The determination of whether an individual is an “Indigent” eligible to receive Health Care Services hereunder shall be made by the District in accordance with the District’s Indigent Policy Statement prior to the Hospital providing Medically Necessary Health Care Services. It is recognized that new treatment and diagnostic modalities and programs will become available at the Hospital over the Term and that Indigents will have access to these new services, expressly including those modalities and programs which are funded, in whole or in part, by District subsidies provided hereunder. Hospital also agrees that the Physician component of the provision of medical benefits is its responsibility. Hospital acknowledges that, as between District and Hospital, the District will have no burden for providing or funding Health Care Services provided by Hospital to Indigents, including without limitation, medical benefits, other than payments herein provided to be made by District to Hospital.

b. Books and Records.

i. At all times during the Term, Hospital shall cause accurate books and records of account and medical records to be maintained as are necessary to permit the verification by District of the Health Care Services provided by Hospital to Indigents.

ii. ~~Upon request by the District each month, the Hospital will use its best efforts to deliver within fifteenth (15th) days, HIPPA compliant information so that the District can compile a report detailing:~~

- ~~(1) The services, rendered to any individual Indigent patient for the previous month by the Hospital;~~
- ~~(2) Amount of charges incurred by any individual Indigent patient served for the particular month by the Hospital;~~
- ~~(3) Amount of charges accrued by any individual Indigent patient on an annual basis (i.e., year to date) by the Hospital; and~~
- ~~(4) Any other health care indicators the Parties believe will be useful for the assessment of the services provided by this Agreement.~~

Comment [H041]: These are the documents we need to provide the Board with monthly reports.

iii. District shall have the right, at District’s expense, to inspect, examine, and copy, to the extent permitted by applicable law, such portion of the books, records, files, and other documents maintained by Hospital, other than books, records, files and other documents that constitute confidential, proprietary information of Hospital or are patient records protected from disclosure by law, as are reasonably necessary for District to verify the matters listed in Section 3(b)(i) and (ii) above.

c. Hospital License. Hospital shall use its reasonable best efforts to keep its facilities appropriately licensed by the State of Texas for the provision of healthcare services throughout the Term. Hospital shall provide District with formal documentation of its licenses to provide Health Care Services and all renewals thereof issued by the State of Texas and shall promptly notify District of any modification, nonrenewal, revocation or suspension thereof.

d. Insurance and Additional Insured. During the Term, Hospital shall, at its sole cost and expense, procure and maintain policies of insurance and/or provide and maintain self-insurance insuring against comprehensive general liability and professional liability for damages directly or indirectly related to the performance of any service provided in this Agreement, and the use of any property and facilities provided by Hospital in connection with this Agreement, in such amounts, on such terms and with such deductibles as are then commonly maintained by Hospitals with facilities and operations similar to those of Hospital. To the extent that the Parties determine that it is economically feasible, the Hospital will use its best efforts to name the District as an Additional Insured, to the Hospital's comprehensive general liability and professional liability insurance policies and from time to time, Hospital will furnish District with certificates evidencing such insurance and/or self-insurance; and Hospital shall promptly advise District of any change in the insurance and/or self-insurance maintained by Hospital.

Comment [H042]: Hospital to add us as an additional assured assuming it is not cost prohibitive and they can add us to general liability policy.

e. Non-Discrimination. Hospital shall not discriminate in the provision of Health Care Services to any person on the basis of such person's status as an Indigent. Hospital shall require any subcontractor that provides Health Care Services to include in its subcontract with Hospital (i) a nondiscrimination clause similar to the language contained in this Section 3(e) and (ii) a covenant to include such a clause in any subcontract between such subcontractor and any of its subcontractors that provide Health Care Services.

f. Regulatory Requirements. Hospital will operate its facilities at all times in compliance with federal, state and local law, rules and regulations, and all accepted and approved methods and practices of medicine for Health Care Services rendered to Indigents.

g. Medicare and Medicaid Participation. Hospital will use its best efforts to cause its facilities to be qualified for participation in Medicare and Medicaid programs and any successor programs and will maintain such qualifications throughout the Term.

4. REPRESENTATIONS AND WARRANTIES OF HOSPITAL

As of the date hereof, Hospital represents and warrants to District the following:

a. Capacity. Hospital is a limited liability company duly organized and validly existing under the laws of the State of Texas with all requisite corporate power and authority to own, operate and lease its properties and to carry on its businesses as now being conducted.

b. Authorization: Absence of Conflicts: Contract Binding.

i. The execution, delivery and performance by Hospital of this Agreement:

(1) are within Hospital's corporate powers, are not in contravention of the terms of Hospital's Articles of Incorporation, Bylaws or any amendments thereto and have been duly authorized and approved by the board of directors and shareholder of Hospital as and to the extent required by Hospital's Articles of Incorporation and Bylaws and applicable law; and

(2) (A) will not result in any breach of any indenture, agreement, lease or instrument to which Hospital is a party or by which Hospital or its assets is bound, (B) will not constitute a violation of any judgment, decree or order of any court of competent jurisdiction applicable to Hospital, (C) will not violate any law, rule or regulation of any governmental authority applicable to Hospital or its assets and (D) will not require any consent, approval or authorization of, or notice to, or declaration, filing or registration with, any governmental or regulatory authority.

ii. This Agreement has been duly and validly executed and delivered by Hospital and constitutes the valid, legal and binding obligation of Hospital, enforceable against Hospital in accordance with its terms.

5. REPRESENTATIONS AND WARRANTIES OF DISTRICT

a. Authority to Contract. The District represents and warrants that it has the legal authority to enter into this Agreement and make the payments specified herein. The District further represents and warrants that it has successfully completed all required administrative procedures to approve and has successfully secured all approvals of any kind required for full performance by both a.

b. Legal Advice. Parties under this Agreement and the subsidies and expenditures required hereunder, and that it has obtained all necessary opinions of counsel regarding the legality of its commitments hereunder.

6. PAYMENT OBLIGATIONS OF DISTRICT

a. Payment. District shall pay to Hospital, in cash or cash equivalent, Three Million Seven Hundred Thousand and 00/100 Dollars (\$3,700,00.00) as expeditiously as possible but within the term of this Agreement in payment increments: 1) determined by the District's Board with input from the Hospital; 2) subject to funds being available; 3) only after the District's obligations are paid; 4) the Board sets and funds appropriate reserves; and 5) the Board has satisfied its duty to ensure that the terms of this Agreement have been satisfied (the "Subsidy"). The Parties acknowledge that the Subsidy is intended to support the Hospital's provision of medical care to Indigents of the District by compensating the Hospital for care rendered to such Indigents, as well as assisting the Hospital to acquire medical equipment, make physical plant

Comment [H043]: This is our payment terms.

renovations and fund service-line startups for the benefit of both Indigents and non-Indigent residents of the District. As such, the Parties agree that the Subsidy shall be used for the following:

- i. Purchase of a 64-slice computed tomography (“CT”) machine;
- ii. Completion of state-mandated patient room renovations
- iii. Operation and expansion of partial hospitalization program (“PHP”)
- iv. Renovation and operation of a dedicated surgical procedure room; and
- v. Provision of Health Care Services to Indigent and medically needy residents of the District.

Comment [H044]: Hospital wants to take out 64 Slice machine because they can buy a machine that is not 64 slices but can add to it to make it a 64 slice machine once the Hospital has the services to utilize 64 slice.

7. AMENDMENTS TO INDIGENT CARE POLICY, and INDIGENT CARE DIRECTOR

a. **Indigent Care Director.** The District is currently in the process of hiring an Indigent Care Director (“Director”) whose primary job duties will be to expand the District’s Indigent Care Program beyond its current scope of twenty-two (22) clients. However, the District agrees that before the Director engages in the process of increasing the number of Indigent enrolled in the District’s Indigent Care program, the Director will work with the Hospital to make an assessment of the Indigent population inside the District and to establish: (i) Indigent enrollment goals based on an appropriate poverty; (ii) funding goals for future years; and (iii) appropriate costs and subsidies to the Hospital to meet the Hospital’s future obligations to provide Health Care Services

b. **Amendments to District’s Indigent Policy Statement.** The Parties to this Agreement agree that before any changes to the District’s Indigent Policy Statement are adopted by the District’s Board, the District will secure approval from the Hospital on any amendments.

c. **Poverty Rate Assessment.** Following this assessment of the Indigent population inside the District, the Director will report his or her findings to the District and the District shall secure the Hospital’s consent before amending the Policy to set a mutually acceptable poverty rate at or above the statutory minimum rate of twenty-one percent (21%) set forth in Section 61.006 of the Texas Health and Safety Code before the District’s Indigent Care Director engages in promoting the District’s Indigent Care Program.

d. **Mental Health and Surgical Services.** Both Parties agree that the District’s current policy does not contemplate the availability or provision of mental health or surgical services to Indigent residents. Nevertheless the Parties agree that they will begin work immediately to propose Amendments to the District’s Indigent Policy to enable the District’s Indigent residents to have access to these services and, upon such amendment(s), the Hospital will be obligated to provide mental health and surgical services to Indigent residents in the same manner and to the extent it provides such services to non-indigent patients.

Comment [H045]: We added this section to provide protection to the Hospital for future years.

8. TERM AND TERMINATION

a. Term. This Agreement is for a Term of twelve (12) months commencing on the Effective Date.

b. Termination. This Agreement may be terminated for cause at any time during the Term upon ninety (90) calendar days prior written notice to the other party if the party to whom such notice is given has materially breached or otherwise failed to fulfill its obligations hereunder, including the failure to fulfill any obligation which is found to be unenforceable. The party claiming the right to terminate shall set forth in the notice the facts underlying its claim that the other party is in material breach or non-fulfillment of this Agreement and shall expressly state that the notice constitutes a termination notice under this Section. Should the alleged breach or non-fulfillment be remedied within said 90-day period (to satisfaction of non-breaking party or, if such breach or non-fulfillment cannot be cured within such 90-day period but remedial efforts shall be commenced within such period and diligently pursued, the cure period shall be extended for an additional period as may be necessary to cure such breach or non-fulfillment; however, in no event such breaching or non-fulfilling party have more than 120 days to cure such breach), the Agreement shall continue without interruption for the remaining Term. If Hospital shall breach this Agreement by failure to provide Health Care Services to any one or more Indigents, then District shall have the right to withhold and/or recoup from Hospital such portion of the payments due or previously paid to Hospital under Section 6 as are equal to the charges for the Health Care Services failed to be provided by Hospital.

c. Survival. All accrued but unperformed obligations of either party shall survive termination or expiration of this Agreement. All rights and obligations of either party for indemnification hereunder arising out of or in connection with matters occurring within the Term shall survive the termination or expiration of this Agreement.

9. RELATIONSHIP BETWEEN THE PARTIES

a. District and Hospital. The relationship between District and Hospital is a contractual relationship between independent contractors. Neither is an agent or employee of the other. Nothing herein shall preclude District from contracting with any other health care Hospital to provide health care services to Indigents.

b. Hospital and Indigent. The relationship between Hospital and any Indigent is that of health care facility and patient. District agrees that it shall not interfere with the independent professional judgment of Hospital and Hospital's employees, agents, affiliates, associates or independent contractors, nor interfere with the relationships between any physician practicing at the District and any patient of any such physician, and between any such physician and the District.

c. **INDEMNIFICATION - HOSPITAL. HOSPITAL AGREES TO INDEMNIFY AND HOLD DISTRICT HARMLESS FROM AND AGAINST ALL CLAIMS, ACTIONS AND PROCEEDINGS (I) ARISING OUT OF OR IN CONNECTION WITH ANY BREACH OR NONPERFORMANCE OF ANY REPRESENTATION, COVENANT OR AGREEMENT BY HOSPITAL HEREUNDER, (II) MADE BY ANY**

INDIGENT PERSON DETERMINED ELIGIBLE BY THE DISTRICT TO RECEIVE HEALTH CARE SERVICES WHO ALLEGES THAT SUCH HEALTH CARE SERVICES WERE DENIED OR IMPROPERLY RENDERED BY THE HOSPITAL, OR (III) BY ANY PHYSICIAN, OR PAYOR ALLEGING DENIAL OF PAYMENT FOR HEALTH CARE SERVICES RENDERED IN THE HOSPITAL. THE FOLLOWING PROCEDURE SHALL APPLY WITH RESPECT TO ANY CLAIMS OR PROCEEDINGS COVERED BY THE FOREGOING AGREEMENT TO INDEMNIFY AND HOLD HARMLESS:

I. DISTRICT SHALL GIVE WRITTEN NOTICE TO HOSPITAL PROMPTLY AFTER DISTRICT LEARNS OF THE CLAIM OR PROCEEDING; PROVIDED THAT THE FAILURE TO GIVE SUCH NOTICE SHALL NOT RELIEVE HOSPITAL OF ITS OBLIGATIONS HEREUNDER PROVIDED DISTRICT USES ITS BEST EFFORTS TO MITIGATE DAMAGES AND EXCEPT TO THE EXTENT HOSPITAL IS ACTUALLY DAMAGED THEREBY;

II. WITH RESPECT TO ANY THIRD-PARTY CLAIMS OR PROCEEDINGS AS TO WHICH DISTRICT IS ENTITLED TO INDEMNIFICATION, HOSPITAL SHALL HAVE THE RIGHT TO SELECT AND EMPLOY COUNSEL OF ITS OWN CHOOSING TO DEFEND AGAINST ANY SUCH CLAIM OR PROCEEDING, TO ASSUME CONTROL OF THE DEFENSE OF SUCH CLAIM OR PROCEEDING, AND TO COMPROMISE, SETTLE OR OTHERWISE DISPOSE OF THE SAME, IF HOSPITAL DEEMS IT ADVISABLE TO DO SO, ALL AT THE EXPENSE OF HOSPITAL; PROVIDED, HOWEVER THAT DISTRICT MAY EMPLOY COUNSEL, OF ITS OWN CHOOSING, AT ITS SOLE EXPENSE. THE PARTIES WILL FULLY COOPERATE IN ANY SUCH ACTION, AND SHALL MAKE AVAILABLE TO EACH OTHER ANY BOOKS OR RECORDS USEFUL FOR THE DEFENSE OF ANY SUCH CLAIM OR PROCEEDING. DISTRICT MAY ELECT TO PARTICIPATE IN THE DEFENSE OF ANY SUCH THIRD-PARTY CLAIM, AND MAY, AT ITS SOLE EXPENSE, RETAIN SEPARATE COUNSEL, IN CONNECTION THEREWITH. SUBJECT TO THE FOREGOING DISTRICT SHALL NOT SETTLE OR COMPROMISE ANY SUCH THIRD-PARTY CLAIM WITHOUT THE PRIOR CONSENT OF HOSPITAL, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD. INDEMNIFICATION SHALL BE DUE ONLY TO THE EXTENT OF THE LOSS OR DAMAGE ACTUALLY SUFFERED (I.E. REDUCED BY ANY OFFSETTING OR RELATED ASSET OR SERVICE RECEIVED AND BY ANY RECOVERY FROM ANY THIRD PARTY, SUCH AS AN INSURER).

D. INDEMNIFICATION – DISTRICT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE DISTRICT AGREES TO INDEMNIFY AND HOLD HOSPITAL HARMLESS FROM AND AGAINST ALL CLAIMS, ACTIONS AND PROCEEDINGS (I) ARISING OUT OF OR IN CONNECTION WITH ANY BREACH OR NONPERFORMANCE OF ANY REPRESENTATION, COVENANT OR AGREEMENT BY DISTRICT HEREUNDER; OR (II) ARISING OUT OF OR RELATING TO THE ALLEGED BREACH BY DISTRICT OF THE AUTHORIZING LEGISLATION OR OTHERWISE, INCLUDING ANY CLAIMS THAT ALLEGE THE DISTRICT WAS NOT AUTHORIZED TO ENTER INTO AND/OR PERFORM UNDER THIS AGREEMENT.

10. MISCELLANEOUS

a. Use of Equipment: The equipment purchased with funds provided by the District pursuant to this Agreement shall remain attached to or in the Hospital for the use of the Hospital to assist in providing Health Care Services for the equipment's depreciable life. In the event that the Hospital no longer needs the equipment, the District will be given the right of first refusal to purchase equipment at a fair market value price.

Comment [HO46]: This provision keeps the equipment in the Hospital. The reason we are going to buy it back, as opposed to it being given back to us is because we are giving money for the equipment but we are receiving services in exchange.

b. Duty to Cooperate. The Parties acknowledge that the Parties' mutual cooperation is critical to the ability of Hospital to perform its duties hereunder.

c. Arms' Length Transaction. District and Hospital acknowledge and agree that all amounts payable to Hospital under this Agreement represent amounts negotiated between the Parties in arms' length negotiations.

d. Severability. Each provision of this Agreement is intended to be severable. If any term or provision hereof shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of remainder of this Agreement.

e. Waiver; Consents. No consent or waiver, express or implied, by either party hereto or of any breach or default by the other party in the performance by the other of its obligations hereunder shall be valid unless in writing, and no such consent or waiver shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder. The granting of any consent or approval in any other instance by or on behalf of any party hereto shall not be construed to waive or limit the need for such consent in any other or subsequent instance.

f. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas, and venue for any disputes between the Parties shall be exclusively the District courts of Chambers County.

g. Force Majeure. Each party shall be excused for failures and delays in performance of its respective obligations under this Agreement due to any cause beyond the control and without the fault of such party, including without limitation, any act of God, war, riot or insurrection, law or regulation, strike, flood, fire, explosion or inability due to any of the aforementioned causes to obtain necessary labor, materials or facilities. This provision shall not, however, release such party from using its best efforts to avoid or remove such cause and such party shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Upon claiming any such excuse or delay for non-performance, such party shall give prompt written notice thereof to the other party, provided that failure to give such notice shall not in any way limit the operation of this provision.

h. Remedies. All rights, powers and remedies granted to either party by any particular term of this Agreement are in addition to, and not in limitation of, any rights, powers or remedies which it has under any other term of this Agreement, at common law, in equity, by statute, or otherwise. All such rights, powers and remedies may be exercised separately or concurrently, in such order and as often as may be deemed expedient by either party. No delay or omission by either party to exercise any right, power or remedy shall impair such right, power or remedy or be construed to be a waiver of or an acquiescence to any breach or default. A waiver by either party of any breach or default hereunder shall not constitute a waiver of any subsequent breach or default.

i. Law Change. Notwithstanding any other provisions of this Agreement, if the governmental agencies (or their representative) which administer Medicare or Medicaid, or any other payor, or any other Federal, state or local government or agency passes, issues or promulgates any law, rule, regulation, standard or interpretation at any time while this Agreement is in effect which prohibits, restricts, limits, or in any way materially affects either party's rights or obligations hereunder, either party may give the other party notice of intent to amend this Agreement in a fashion that is equitable to each party considering such prohibition, restriction, limitation or change, and the Parties shall negotiate in good faith to accomplish such amendment. If agreement on the amendment is not reachable, then such law, rule, regulation, standard or interpretation shall supplement this Agreement and become binding on the Parties, without thereby relieving the Parties of any contractual duty required of it hereunder.

j. Government Access. Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Hospital will make available those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available up to four (4) years after the rendering of such services. If Hospital carries out any of the duties of this Agreement through a subcontract with a value of \$10,000.00 or more over a 12-month period with a related individual or organization, Hospital agrees to include this requirement in any such subcontract. This Section is included pursuant to and is governed by the requirements of Public Law 96-499, Sec. 952 (Sec. 1861(v) (1) (I) of the Social Security Act) and the regulations promulgated thereunder. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by any party hereto by virtue of this Agreement.

k. Assignment. No party hereto shall have the right to assign or delegate this Agreement, or any portion hereof, without the prior written approval of the other party.

l. Successor in Interest. All of the rights, benefits, duties, liabilities, and obligations of the Parties hereto shall inure to the benefit of and be binding upon the Parties and all successors and assigns. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under or in respect of this Agreement or any provisions of this Agreement; this Agreement and conditions and provisions hereof being intended to be and being for the sole exclusive benefit of the Parties hereto, their permitted successors and assigns and for the benefit of no other person.

m. Modification of Agreement. This Agreement constitutes the entire agreement between the Parties hereto relating to the subject matter of this Agreement. To be effective, any modification of this Agreement must be in writing and signed by the party to be charged thereby.

n. Headings. The headings of the Sections and Articles of this Agreement are inserted for convenience of reference only and shall not in any manner affect the construction or meaning of anything herein contained or govern the rights or liabilities of the Parties hereto.

o. Notices. All notices, requests, and communications required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery or delivery by overnight courier or, if mailed, upon the first to occur of actual receipt or seventy-two (72) hours after being placed in the United States mail, postage prepaid, registered or certified mail, receipt requested, or e-mail addressed to the Parties as follows:

District: Winnie-Stowell Hospital District

Hospital: Winnie Community Hospital, LLC

Notice of a change in address of one of the Parties shall be given in writing to the other party as provided above, but shall be effective only upon actual receipt.

p. Nondiscrimination. District and Hospital will not discriminate on the basis of race, sex, age, religion, national origin, or handicap in providing services under this Agreement or in the selection of employees or independent contractors.

q. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be one and the same instrument.

r. Non-Exclusive Arrangement. This Agreement shall not require District to use the services and facilities provided by Hospital as the exclusive source of Health Care Services for Indigents, nor shall Hospital be prohibited hereunder from contracting with other entities for the provision of services.

s. Expenses. If either party hereto fails to pay or perform its obligations hereunder, and if the other party hereto obtains the services of an attorney for enforcement of such obligations and suit is filed to enforce such obligations, or if proceedings are had in any bankruptcy, probate, receivership or other judicial proceedings for the establishment or enforcement of such obligations, or if any amount owing by either party hereunder is collected through such proceedings, the Parties agree that the losing party shall pay the prevailing party's

reasonable attorneys' fees and expenses in connection with such matter.

t. Compliance with Applicable Federal and State Law. The Parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable state, local, and federal law including the federal law commonly known as the Stark Law, the Medicare and Medicaid Anti-Fraud and Abuse law, and the Texas Occupations Code Anti-Patient Solicitation law. Neither Party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of such laws.

IN WITNESS WHEREOF, the Parties have hereunto set their hand as of the day and year first above written.

HOSPITAL:
WINNIE COMMUNITY HOSPITAL

By: _____

Name: _____

Title: _____

DISTRICT:
WINNIE-STOWELL HOSPITAL DISTRICT

By: _____

Name: _____

Title: _____

Exhibit “D-2”

INDIGENT CARE SUPPORT AGREEMENT

THIS INDIGENT CARE SUPPORT AGREEMENT (“Agreement”), effective as of March 4, 2015 (the “Effective Date”), is by and between Winnie-Stowell Hospital District (“District”) and Winnie Community Hospital, LLC (“Hospital”). District and Hospital are sometimes referred to in this Agreement, individually, as a “Party” or, together, as the “Parties.”

WHEREAS, the District is a “voter approved” hospital district formed under the authority of Article 9, Section 9 of the Texas Constitution and Chapter 286 of the Texas Health & Safety Code, and is subject to the terms and conditions of the Texas Indigent Health Care and Treatment Act (Texas Health & Safety Code Ch. 61) (collectively, the “Authorizing Legislation”);

WHEREAS, pursuant to the Authorizing Legislation, the District is obligated to assume full responsibility for providing medical and hospital care for its Indigent inhabitants. *See* Tex. Const. Art. IX, § 9 (2014) (emphasis added); Tex. Att’y Gen. Op. No. JM-858 (1988); and Tex. Att’y Gen. Op. No. JC-0220 (2000).

WHEREAS, Authorizing Legislation states that the District shall assume full responsibility for operating hospital facilities and for furnishing medical and hospital care for the district's needy inhabitants and the District, without charge shall supply to a patient residing in the district the care and treatment that the patient or a relative of the patient who is legally responsible for the patient's support cannot pay.” *See* Tex. Health & Safety Code §§ 286.073, 286.082, and 61.052(a).

WHEREAS, District is empowered by Chapter 61 of the Texas Health and Safety Code (the “Indigent Health Care and Treatment Act”) to enter into contracts relating to or arranging for the provision of such healthcare services;

WHEREAS, pursuant to Texas Attorney General Opinion No. JC-0220 and as modified by Texas Attorney General Opinion No. JC-0434, the Texas Attorney general has interpreted the “Authorizing Legislation” as permitting a duly formed hospital district to provide hospital and medical care to its Indigent and needy inhabitants through a contract with a private hospital system, and to compensate such system through payment of subsidies and other amounts, without violating the Authorizing Legislation or other laws. *See* Tex. Att’y Gen. Op. No. JC-0220 (2000) and JC-0434 (2001).

WHEREAS, in exchange for the Hospital’s agreement described herein to provide medical care to the District’s Indigent, the District will provide financial support to the Hospital will agree to acquire certain needed medical equipment, develop certain needed medical programs and otherwise provide high quality health care services to the Indigent and non-Indigent residents of the District.

WHEREAS, District has determined that this Agreement is in the best interest of District

and its residents and is necessary to enable District to fulfill its obligations to provide for the provision of healthcare services to indigent and needy residents of the District;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

a. Indigent. As used in this Agreement, “Indigent” shall mean at any time a person who has been accepted to be a participant in the District’s Indigent Program in accordance with the Indigent Healthcare Policy & Procedures Statement adopted by the District’s Board on February 18, 2015 (“District’s Indigent Policy Statement”), a copy of which shall be provided to Hospital upon execution of this Agreement, and thereafter within ten (10) days following any amendment thereto. The District acknowledges that the Hospital’s commitments hereunder have been determined based upon the current definition of “Indigent” utilized by District and the anticipated financial impact thereof, and that a change in the definition which results in expanded coverage for District residents could have significant negative financial implications for the Hospital. As such, the Parties agree that any change to the definition of “Indigent” adopted by District after the Effective Date of this Agreement which would materially increase the number of individuals who qualify for Health Care Services hereunder and/or the financial burden to Hospital of providing Health Care Services to such Individual hereunder must be consented to by Hospital, in which case the Parties will meet to discuss the financial burdens created by such change and to negotiate a change in the amount of the subsidy to be provided by the District to offset such additional financial burdens.

b. Medically Necessary. As used in this Agreement, the term “Medically Necessary” shall mean the services set forth in the District’s Indigent Policy Statement which, pursuant to the terms and conditions of this Agreement, are determined by the attending Physician or other medical professional, as may be appropriate in each case, to be:

- i. appropriate and necessary for the symptoms, diagnosis or treatment of the medical conditions of the Indigent presenting himself or herself for treatment;
- ii. provided for the diagnosis or direct care and treatment of the medical condition of the Indigent presenting himself or herself for treatment;
- iii. not primarily for the convenience of the Indigent, the Indigent’s physician or another Hospital and
- iv. the appropriate level of service needed to provide safe and adequate care.

c. Health Care Services. As used in this Agreement, “Health Care Services” shall

mean those Medically Necessary health care services provided to Indigent residents of this District under 1) WSHD Policy Statement in effect on the date of this Agreement, 2) Chapter 61 of the Texas Health and Safety Code and; 3) the Rules of the Texas Department of Health and Human Services promulgated thereunder. However, the Hospital shall not be obligated to provide any service which Hospital does not offer and which Hospital does not otherwise make available to non-Indigent Hospital patients (whether under an arrangement with third party providers or otherwise).

d. Physician. As used in this Agreement, the term "Physician" shall mean, an individual licensed by the State of Texas to practice medicine within the scope of his or her license. These professionals may or may not be under contract with Hospital for the delivery of Health Care Services. Hospital may appoint a "Medical Director" from the licensed Physicians in the District to help monitor the nature and quality of Health Care Services rendered to Indigents.

e. Resident. As used in this Agreement, the term "resident" means a person who has satisfied the residency requirements set forth in the WSHD's Indigent Policy Statement.

2. STATEMENT OF PURPOSE.

The Parties acknowledge that the Hospital currently provides care to the District's Indigent and significant levels of uncompensated care to District residents (by virtue of the provision of medical care to Indigent patients, as well as the performance of legally-mandated, but unreimbursed, emergency assessment and stabilizing treatment under EMTALA), and that such care has taken, and continues to take, a significant toll upon the Hospital's financial health and ability to both provide basic healthcare services, and to improve and expand the scope and quality of the services it provides. By this Agreement, the District intends to provide reasonable financial support to the Hospital for the purpose of offsetting the Hospital's cost to care for: 1) the District's residence who are participating in the District's Indigent Care Program pursuant to the District's Indigent Policy Statement; 2) uncompensated care burdens; and 3) to help the Hospital ensure the continued availability of appropriate, necessary and high quality medical care and services for the residents of the District. In addition to compensating the Hospital for the provision of Health Care Services to Indigents, such support is intended to be used by the Hospital to: 1) acquire updated medical equipment; 3) make state-mandated physical plant renovations; 3) renovate and re-open the Hospital's surgical procedure room; and 4) develop and expand a partial hospitalization program, all of which will significantly benefit the Indigent and non-Indigent residents of the District. Without such financial support, the Hospital's ability to accomplish some or all of the foregoing improvements would be severely restricted, which in turn could result in a further reduction and/or total loss of necessary medical services in the District. As such, the District has determined that the financial support to be provided to the Hospital 1) is reasonable in light of the medical needs of the District's Indigents; 2) will support and advance the Hospital's ability to acquire necessary medical equipment, make necessary facility renovations and provide medical programs which benefit both the Indigents and non-Indigent residents of the District and which were not previously available at the Hospital; and 3) is consistent with and in furtherance of the District's obligations to provide, or arrange for the provision of, medical care for the Indigents.

3. RESPONSIBILITIES OF HOSPITAL

a. Provision of Health Care Services. Hospital agrees to provide all Medically Necessary Health Care Services for Indigent during the Term at no charge to such Indigents and/or the District except as otherwise provided herein. The determination of whether an individual is an “Indigent” eligible to receive Health Care Services hereunder shall be made by the District in accordance with the District’s Indigent Policy Statement prior to the Hospital providing Medically Necessary Health Care Services. It is recognized that new treatment and diagnostic modalities and programs will become available at the Hospital over the Term and that Indigents will have access to these new services, expressly including those modalities and programs which are funded, in whole or in part, by District subsidies provided hereunder. Hospital also agrees that the Physician component of the provision of medical benefits is its responsibility. Hospital acknowledges that, as between District and Hospital, the District will have no burden for providing or funding Health Care Services provided by Hospital to Indigents, including without limitation, medical benefits, other than payments herein provided to be made by District to Hospital.

b. Books and Records.

i. At all times during the Term, Hospital shall cause accurate books and records of account and medical records to be maintained as are necessary to permit the verification by District of the Health Care Services provided by Hospital to Indigents.

ii. Upon request by the District each month, the Hospital will use its best efforts to deliver within fifteenth (15th) days, HIPPA compliant information so that the District can compile a report detailing:

- (1) The services, rendered to any individual Indigent patient for the previous month by the Hospital;
- (2) Amount of charges incurred by any individual Indigent patient served for the particular month by the Hospital;
- (3) Amount of charges accrued by any individual Indigent patient on an annual basis (i.e., year to date) by the Hospital; and
- (4) Any other health care indicators the Parties believe will be useful for the assessment of the services provided by this Agreement.

iii. District shall have the right, at District’s expense, to inspect, examine, and copy, to the extent permitted by applicable law, such portion of the books, records, files, and other documents maintained by Hospital, other than books, records, files and other documents that constitute confidential, proprietary information of Hospital or are patient records protected from disclosure by law, as are reasonably necessary for District to verify the matters listed in Section 3(b)(i) and (ii) above.

c. Hospital License. Hospital shall use its reasonable best efforts to keep its facilities

appropriately licensed by the State of Texas for the provision of healthcare services throughout the Term. Hospital shall provide District with formal documentation of its licenses to provide Health Care Services and all renewals thereof issued by the State of Texas and shall promptly notify District of any modification, nonrenewal, revocation or suspension thereof.

d. Insurance and Additional Insured. During the Term, Hospital shall, at its sole cost and expense, procure and maintain policies of insurance and/or provide and maintain self-insurance insuring against comprehensive general liability and professional liability for damages directly or indirectly related to the performance of any service provided in this Agreement, and the use of any property and facilities provided by Hospital in connection with this Agreement, in such amounts, on such terms and with such deductibles as are then commonly maintained by Hospitals with facilities and operations similar to those of Hospital. To the extent that the Parties determine that it is economically feasible, **the Hospital will use its best efforts to name the District as an Additional Insured, to the Hospital's comprehensive general liability and professional liability insurance policies** and from time to time, Hospital will furnish District with certificates evidencing such insurance and/or self-insurance; and Hospital shall promptly advise District of any change in the insurance and/or self-insurance maintained by Hospital.

e. Non-Discrimination. Hospital shall not discriminate in the provision of Health Care Services to any person on the basis of such person's status as an Indigent. Hospital shall require any subcontractor that provides Health Care Services to include in its subcontract with Hospital (i) a nondiscrimination clause similar to the language contained in this Section 3(e) and (ii) a covenant to include such a clause in any subcontract between such subcontractor and any of its subcontractors that provide Health Care Services.

f. Regulatory Requirements. Hospital will operate its facilities at all times in compliance with federal, state and local law, rules and regulations, and all accepted and approved methods and practices of medicine for Health Care Services rendered to Indigents.

g. Medicare and Medicaid Participation. Hospital will use its best efforts to cause its facilities to be qualified for participation in Medicare and Medicaid programs and any successor programs and will maintain such qualifications throughout the Term.

4. REPRESENTATIONS AND WARRANTIES OF HOSPITAL

As of the date hereof, Hospital represents and warrants to the District the following:

a. Capacity. Hospital is a limited liability company duly organized and validly existing under the laws of the State of Texas with all requisite corporate power and authority to own, operate and lease its properties and to carry on its businesses as now being conducted.

b. Authorization: Absence of Conflicts: Contract Binding.

i. The execution, delivery and performance by Hospital of this Agreement:

(1) are within Hospital's corporate powers, are not in contravention of the terms of Hospital's Articles of Incorporation, Bylaws or any amendments thereto and have been duly authorized and approved by the board of directors and shareholder of Hospital as and to the extent required by Hospital's Articles of Incorporation and Bylaws and applicable law; and

(2) (A) will not result in any breach of any indenture, agreement, lease or instrument to which Hospital is a party or by which Hospital or its assets is bound, (B) will not constitute a violation of any judgment, decree or order of any court of competent jurisdiction applicable to Hospital, (C) will not violate any law, rule or regulation of any governmental authority applicable to Hospital or its assets and (D) will not require any consent, approval or authorization of, or notice to, or declaration, filing or registration with, any governmental or regulatory authority.

ii. This Agreement has been duly and validly executed and delivered by Hospital and constitutes the valid, legal and binding obligation of Hospital, enforceable against Hospital in accordance with its terms.

5. REPRESENTATIONS AND WARRANTIES OF DISTRICT

a. Authority to Contract. The District represents and warrants that it has the legal authority to enter into this Agreement and make the payments specified herein. The District further represents and warrants that it has successfully completed all required administrative procedures to approve and has successfully secured all approvals of any kind required for full performance by both parties under this Agreement and the subsidies and expenditures required hereunder, and that it has obtained all necessary opinions of counsel regarding the legality of its commitments hereunder.

b. Legal Advice. Parties under this Agreement and the subsidies and expenditures required hereunder, and that it has obtained all necessary opinions of counsel regarding the legality of its commitments hereunder.

6. PAYMENT OBLIGATIONS OF DISTRICT

a. Payment. District shall pay to Hospital, in cash or cash equivalent, Three Million Seven Hundred Thousand and 00/100 Dollars (\$3,700,00.00) as expeditiously as possible but within the term of this Agreement in payment increments: 1) determined by the District's Board with input from the Hospital; 2) subject to funds being available; 3) only after the District's obligations are paid; 4) the Board sets and funds appropriate reserves; and 5) the Board has satisfied its duty to ensure that the terms of this Agreement have been satisfied (the "Subsidy"). The Parties acknowledge that the Subsidy is intended to support the Hospital's provision of medical care to Indigents of the District by compensating the Hospital for care rendered to such

Indigents, as well as assisting the Hospital to acquire medical equipment, make physical plant renovations and fund service-line startups for the benefit of both Indigents and non-Indigent residents of the District. As such, the Parties agree that the Subsidy shall be used for the following:

- i. Purchase of a computed tomography (“CT”) machine with the capability to be upgraded to a 64 slice machine at no additional cost to District;
- ii. Completion of state-mandated patient room renovations;
- iii. Operation and expansion of partial hospitalization program (“PHP”);
- iv. Renovation and operation of a dedicated surgical procedure room; and
- v. Provision of Health Care Services to Indigent and medically needy residents of the District.

7. AMENDMENTS TO INDIGENT CARE POLICY, and INDIGENT CARE DIRECTOR

a. Indigent Care Director. The District is currently in the process of hiring an Indigent Care Director (“Director”) whose primary job duties will be to expand the District’s Indigent Care Program beyond its current scope of twenty-two (22) clients. However, the District agrees that before the Director engages in the process of increasing the number of Indigent enrolled in the District’s Indigent Care program, the Director will work with the Hospital to make an assessment of the Indigent population inside the District and to establish: (i) Indigent enrollment goals based on an appropriate poverty; (ii) funding goals for future years; and (iii) appropriate costs and subsidies to the Hospital to meet the Hospital’s future obligations to provide Health Care Services

b. Amendments to District’s Indigent Policy Statement. The Parties to this Agreement agree that before any changes to the District’s Indigent Policy Statement are adopted by the District’s Board, the District will secure approval from the Hospital on any amendments.

c. Poverty Rate Assessment. Following this assessment of the Indigent population inside the District, the Director will report his or her findings to the District and the District shall secure the Hospital’s consent before amending the Policy to set a mutually acceptable poverty rate at or above the statutory minimum rate of twenty-one percent (21%) set forth in Section 61.006 of the Texas Health and Safety Code before the District’s Indigent Care Director engages in promoting the District’s Indigent Care Program.

d. Mental Health and Surgical Services. Both Parties agree that the District’s current policy does not contemplate the availability or provision of mental health or surgical services to Indigent residents. Nevertheless the Parties agree that they will begin work immediately to propose Amendments to the District’s Indigent Policy to enable the District’s Indigent residents to have access to these services and, upon such amendment(s), the Hospital will be obligated to provide mental health and surgical services to Indigent residents in the same manner and to the extent it provides such services to non-indigent patients.

8. TERM AND TERMINATION

a. Term. This Agreement is for a Term of twelve (12) months commencing on the Effective Date.

b. Termination. This Agreement may be terminated for cause at any time during the Term upon ninety (90) calendar days prior written notice to the other party if the party to whom such notice is given has materially breached or otherwise failed to fulfill its obligations hereunder, including the failure to fulfill any obligation which is found to be unenforceable. The party claiming the right to terminate shall set forth in the notice the facts underlying its claim that the other party is in material breach or non-fulfillment of this Agreement and shall expressly state that the notice constitutes a termination notice under this Section. Should the alleged breach or non-fulfillment be remedied within said 90-day period (to satisfaction of non-breaking party or, if such breach or non-fulfillment cannot be cured within such 90-day period but remedial efforts shall be commenced within such period and diligently pursued, the cure period shall be extended for an additional period as may be necessary to cure such breach or non-fulfillment; however, in no event such breaching or non-fulfilling party have more than 120 days to cure such breach), the Agreement shall continue without interruption for the remaining Term. If Hospital shall breach this Agreement by failure to provide Health Care Services to any one or more Indigents, then District shall have the right to withhold and/or recoup from Hospital such portion of the payments due or previously paid to Hospital under Section 6 as are equal to the charges for the Health Care Services failed to be provided by Hospital.

c. Survival. All accrued but unperformed obligations of either party shall survive termination or expiration of this Agreement. All rights and obligations of either party for indemnification hereunder arising out of or in connection with matters occurring within the Term shall survive the termination or expiration of this Agreement.

9. **RELATIONSHIP BETWEEN THE PARTIES**

a. District and Hospital. The relationship between District and Hospital is a contractual relationship between independent contractors. Neither is an agent or employee of the other. Nothing herein shall preclude District from contracting with any other health care Hospital to provide health care services to Indigents.

b. Hospital and Indigent. The relationship between Hospital and any Indigent is that of health care facility and patient. District agrees that it shall not interfere with the independent professional judgment of Hospital and Hospital's employees, agents, affiliates, associates or independent contractors, nor interfere with the relationships between any physician practicing at the District and any patient of any such physician, and between any such physician and the District.

c. **INDEMNIFICATION - HOSPITAL**. HOSPITAL AGREES TO INDEMNIFY AND HOLD DISTRICT HARMLESS FROM AND AGAINST ALL CLAIMS, ACTIONS AND PROCEEDINGS (I) ARISING OUT OF OR IN CONNECTION WITH ANY BREACH OR NONPERFORMANCE OF ANY REPRESENTATION, COVENANT OR AGREEMENT BY HOSPITAL HEREUNDER, (II) MADE BY ANY INDIGENT PERSON DETERMINED ELIGIBLE BY THE DISTRICT TO RECEIVE HEALTH CARE

SERVICES WHO ALLEGES THAT SUCH HEALTH CARE SERVICES WERE DENIED OR IMPROPERLY RENDERED BY THE HOSPITAL, OR (III) BY ANY PHYSICIAN, OR PAYOR ALLEGING DENIAL OF PAYMENT FOR HEALTH CARE SERVICES RENDERED IN THE HOSPITAL. THE FOLLOWING PROCEDURE SHALL APPLY WITH RESPECT TO ANY CLAIMS OR PROCEEDINGS COVERED BY THE FOREGOING AGREEMENT TO INDEMNIFY AND HOLD HARMLESS:

I. DISTRICT SHALL GIVE WRITTEN NOTICE TO HOSPITAL PROMPTLY AFTER DISTRICT LEARNS OF THE CLAIM OR PROCEEDING; PROVIDED THAT THE FAILURE TO GIVE SUCH NOTICE SHALL NOT RELIEVE HOSPITAL OF ITS OBLIGATIONS HEREUNDER PROVIDED DISTRICT USES ITS BEST EFFORTS TO MITIGATE DAMAGES AND EXCEPT TO THE EXTENT HOSPITAL IS ACTUALLY DAMAGED THEREBY;

II. WITH RESPECT TO ANY THIRD-PARTY CLAIMS OR PROCEEDINGS AS TO WHICH DISTRICT IS ENTITLED TO INDEMNIFICATION, HOSPITAL SHALL HAVE THE RIGHT TO SELECT AND EMPLOY COUNSEL OF ITS OWN CHOOSING TO DEFEND AGAINST ANY SUCH CLAIM OR PROCEEDING, TO ASSUME CONTROL OF THE DEFENSE OF SUCH CLAIM OR PROCEEDING, AND TO COMPROMISE, SETTLE OR OTHERWISE DISPOSE OF THE SAME, IF HOSPITAL DEEMS IT ADVISABLE TO DO SO, ALL AT THE EXPENSE OF HOSPITAL; PROVIDED, HOWEVER THAT DISTRICT MAY EMPLOY COUNSEL, OF ITS OWN CHOOSING, AT ITS SOLE EXPENSE. THE PARTIES WILL FULLY COOPERATE IN ANY SUCH ACTION, AND SHALL MAKE AVAILABLE TO EACH OTHER ANY BOOKS OR RECORDS USEFUL FOR THE DEFENSE OF ANY SUCH CLAIM OR PROCEEDING. DISTRICT MAY ELECT TO PARTICIPATE IN THE DEFENSE OF ANY SUCH THIRD-PARTY CLAIM, AND MAY, AT ITS SOLE EXPENSE, RETAIN SEPARATE COUNSEL, IN CONNECTION THEREWITH. SUBJECT TO THE FOREGOING DISTRICT SHALL NOT SETTLE OR COMPROMISE ANY SUCH THIRD-PARTY CLAIM WITHOUT THE PRIOR CONSENT OF HOSPITAL, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD. INDEMNIFICATION SHALL BE DUE ONLY TO THE EXTENT OF THE LOSS OR DAMAGE ACTUALLY SUFFERED (I.E. REDUCED BY ANY OFFSETTING OR RELATED ASSET OR SERVICE RECEIVED AND BY ANY RECOVERY FROM ANY THIRD PARTY, SUCH AS AN INSURER).

D. INDEMNIFICATION – DISTRICT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE DISTRICT AGREES TO INDEMNIFY AND HOLD HOSPITAL HARMLESS FROM AND AGAINST ALL CLAIMS, ACTIONS AND PROCEEDINGS (I) ARISING OUT OF OR IN CONNECTION WITH ANY BREACH OR NONPERFORMANCE OF ANY REPRESENTATION, COVENANT OR AGREEMENT BY DISTRICT HEREUNDER; OR (II) ARISING OUT OF OR RELATING TO THE ALLEGED BREACH BY DISTRICT OF THE AUTHORIZING LEGISLATION OR OTHERWISE, INCLUDING ANY CLAIMS THAT ALLEGE THE DISTRICT WAS NOT AUTHORIZED TO ENTER INTO AND/OR PERFORM UNDER THIS AGREEMENT.

10. MISCELLANEOUS

a. Use of Equipment: The equipment purchased with funds provided by the District pursuant to this Agreement shall remain attached to or in the Hospital for the use of the Hospital to assist in providing Health Care Services for the equipment's depreciable life. In the event that the Hospital no longer needs the equipment, the District will be given the right of first refusal to

purchase the equipment at a fair market value price.

b. Duty to Cooperate. The Parties acknowledge that the Parties' mutual cooperation is critical to the ability of Hospital to perform its duties hereunder.

c. Arms' Length Transaction. District and Hospital acknowledge and agree that all amounts payable to Hospital under this Agreement represent amounts negotiated between the Parties in arms' length negotiations.

d. Severability. Each provision of this Agreement is intended to be severable. If any term or provision hereof shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of remainder of this Agreement.

e. Waiver; Consents. No consent or waiver, express or implied, by either party hereto or of any breach or default by the other party in the performance by the other of its obligations hereunder shall be valid unless in writing, and no such consent or waiver shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder. The granting of any consent or approval in any other instance by or on behalf of any party hereto shall not be construed to waive or limit the need for such consent in any other or subsequent instance.

f. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas, and venue for any disputes between the Parties shall be exclusively the District courts of Chambers County.

g. Force Majeure. Each party shall be excused for failures and delays in performance of its respective obligations under this Agreement due to any cause beyond the control and without the fault of such party, including without limitation, any act of God, war, riot or insurrection, law or regulation, strike, flood, fire, explosion or inability due to any of the aforementioned causes to obtain necessary labor, materials or facilities. This provision shall not, however, release such party from using its best efforts to avoid or remove such cause and such party shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Upon claiming any such excuse or delay for non-performance, such party shall give prompt written notice thereof to the other party, provided that failure to give such notice shall not in any way limit the operation of this provision.

h. Remedies. All rights, powers and remedies granted to either party by any particular term of this Agreement are in addition to, and not in limitation of, any rights, powers or remedies which it has under any other term of this Agreement, at common law, in equity, by statute, or otherwise. All such rights, powers and remedies may be exercised separately or concurrently, in such order and as often as may be deemed expedient by either party. No delay or omission by either party to exercise any right, power or remedy shall impair such right, power or

remedy or be construed to be a waiver of or an acquiescence to any breach or default. A waiver by either party of any breach or default hereunder shall not constitute a waiver of any subsequent breach or default.

i. Law Change. Notwithstanding any other provisions of this Agreement, if the governmental agencies (or their representative) which administer Medicare or Medicaid, or any other payor, or any other Federal, state or local government or agency passes, issues or promulgates any law, rule, regulation, standard or interpretation at any time while this Agreement is in effect which prohibits, restricts, limits, or in any way materially affects either party's rights or obligations hereunder, either party may give the other party notice of intent to amend this Agreement in a fashion that is equitable to each party considering such prohibition, restriction, limitation or change, and the Parties shall negotiate in good faith to accomplish such amendment. If agreement on the amendment is not reachable, then such law, rule, regulation, standard or interpretation shall supplement this Agreement and become binding on the Parties, without thereby relieving the Parties of any contractual duty required of it hereunder.

j. Government Access. Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Hospital will make available those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available up to four (4) years after the rendering of such services. If Hospital carries out any of the duties of this Agreement through a subcontract with a value of \$10,000.00 or more over a 12-month period with a related individual or organization, Hospital agrees to include this requirement in any such subcontract. This Section is included pursuant to and is governed by the requirements of Public Law 96-499, Sec. 952 (Sec. 1861(v) (1) (I) of the Social Security Act) and the regulations promulgated thereunder. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by any party hereto by virtue of this Agreement.

k. Assignment. No party hereto shall have the right to assign or delegate this Agreement, or any portion hereof, without the prior written approval of the other party.

l. Successor in Interest. All of the rights, benefits, duties, liabilities, and obligations of the Parties hereto shall inure to the benefit of and be binding upon the Parties and all successors and assigns. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under or in respect of this Agreement or any provisions of this Agreement; this Agreement and conditions and provisions hereof being intended to be and being for the sole exclusive benefit of the Parties hereto, their permitted successors and assigns and for the benefit of no other person.

m. Modification of Agreement. This Agreement constitutes the entire agreement between the Parties hereto relating to the subject matter of this Agreement. To be effective, any modification of this Agreement must be in writing and signed by the party to be charged thereby.

n. Headings. The headings of the Sections and Articles of this Agreement are inserted for convenience of reference only and shall not in any manner affect the construction or meaning of anything herein contained or govern the rights or liabilities of the Parties hereto.

o. Notices. All notices, requests, and communications required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery or delivery by overnight courier or, if mailed, upon the first to occur of actual receipt or seventy-two (72) hours after being placed in the United States mail, postage prepaid, registered or certified mail, receipt requested, or e-mail addressed to the Parties as follows:

District: Elroy Henry
Chairman
Winnie-Stowell Hospital District
P.O. Box 1997
Winnie, Texas 77665
E-mail: elroyhenry@windstream.net

Hospital: Tahir Javed
Chief Executive Office
Winnie Community Hospital, LLC
538 Broadway
Winnie, Texas, 77665
E-mail: ceo@starcoimpex.com

Notice of a change in address of one of the Parties shall be given in writing to the other party as provided above, but shall be effective only upon actual receipt.

p. Nondiscrimination. District and Hospital will not discriminate on the basis of race, sex, age, religion, national origin, or handicap in providing services under this Agreement or in the selection of employees or independent contractors.

q. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be one and the same instrument.

r. Non-Exclusive Arrangement. This Agreement shall not require District to use the services and facilities provided by Hospital as the exclusive source of Health Care Services for Indigents, nor shall Hospital be prohibited hereunder from contracting with other entities for the provision of services.

s. Expenses. If either party hereto fails to pay or perform its obligations hereunder, and if the other party hereto obtains the services of an attorney for enforcement of such obligations and suit is filed to enforce such obligations, or if proceedings are had in any bankruptcy, probate, receivership or other judicial proceedings for the establishment or

enforcement of such obligations, or if any amount owing by either party hereunder is collected through such proceedings, the Parties agree that the losing party shall pay the prevailing party's reasonable attorneys' fees and expenses in connection with such matter.

t. Compliance with Applicable Federal and State Law. The Parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable state, local, and federal law including the federal law commonly known as the Stark Law, the Medicare and Medicaid Anti-Fraud and Abuse law, and the Texas Occupations Code Anti-Patient Solicitation law. Neither Party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of such laws.

IN WITNESS WHEREOF, the Parties have hereunto set their hand as of the day and year first above written.

HOSPITAL:

WINNIE COMMUNITY HOSPITAL

By: 

Name: M. TAHIR JAVE

Title: CEO

DISTRICT:

WINNIE-STOWELL HOSPITAL DISTRICT

By: John E. Henry

Name: John E. Henry

Title: Chairman

Exhibit “E”

Donna Hinchey – Sonnier
dksonnier1965@gmail.com
(409) 296-9795

I am a professional liaison with over 13 years of healthcare marketing and sales experience. I am seeking a position that will allow me to use this experience as the foundation to support and mentor others, take on new challenges and embrace opportunities that promote positive outcomes and impact both personal and professional growth, while maintaining the highest level of professionalism, patient care and customer satisfaction.

Experience

Clinical Liaison

Kindred Hospital - Baytown, Texas
July 2014 - Present

- Conduct patient assessments to identify patients appropriate for admission
- Design and manage marketing strategies for assigned hospitals
- Develop and maintain physician and referral source relationships
- Utilize education opportunities to present to referral sources
- Coordinate transmission of clinical assessments and coordination of patient transfer to LTACH

Director of Communications and Patient Navigation

Preivity Clinic for Surgical Care / Victory Surgical Hospital – Pasadena Texas
September 2013 - December 2013

- Patient navigation to ensure surgical procedures are performed at appropriate location, pre and post-operative communication with physicians and patients, verification and explanation of benefits, arranging post-operative care with ancillary service providers and scheduled follow up with patients to ensure all needs are being met.
- Responsible for continuous growth of referrals
- Accountable for all marketing tracking and trending reports as well as weekly, monthly and quarterly marketing plans
- Develop and maintain physician and referral source relationships
- Major event planning and coordination of all community events

Director of Marketing

Silver Springs Rehabilitation and Healthcare - Houston, TX
2011 to 2013

- Responsible for on- site clinical and financial assessments of referrals, admission paperwork and coordination of transfer physician recruitment, credentialing and training
- Community involvement to raise awareness of care options available
- Ambassador for Chamber of Commerce
- Patient advocacy, family and patient education regarding plans of care pre admission and post discharge
- Team member on Complaint Resolution Committee
- Physician / Hospital Liaison working directly with physicians, case managers, social workers & CEO's
- Discharge coordination with ancillary service providers and follow up care with healthcare professionals

Territory Manager

TMC Orthopedic - Beaumont, TX
October 2009 to 2011

- Branch startup of satellite location for bracing and prosthetic company
- Real estate procurement and oversight of build out
- New account generation and management
- Physician recruitment and education
- Patient assessments and education on new orthotics, bracing and prosthetics

Director of Marketing and Admissions

Legend Healthcare - Houston, TX
November 2005 to September 2009

- Pre - marketing and opening of new skilled nursing facility
- Performed clinical and financial assessments on new referrals
- Completion of all admission paperwork and coordination of transfers
- Physician liaison to ensure timely signing of documentation, preparation of physician rounding
- Community Ambassador representing company at all external events
- Promoted to Regional Director of Marketing in 2008 responsible for business development of seven skilled nursing facilities

**Admissions Coordinator
Sava Senior Care
1999 – 2005**

- Performed clinical and financial assessments on new referrals
- Completion of all admission paperwork and coordination of transfers
- Completion of daily census and room roster

Skills

- Budget and operative reports
- Referral pattern tracking and trending
- LTC reimbursement
- Patient advocacy
- Physician recruitment and training.
- New business development and account management
- Start-up and market expansion strategies
- Fund raising
- Event planning

Accomplishments

Founder and current President of East Houston Continuity of Care, a 501 3c non-profit organization comprised of healthcare professionals hosting monthly networking meetings to provide continuing education for healthcare professionals and raise funds for indigent healthcare for community members who are in need so the continuum of care remains intact. East Houston Continuity of Care covers a service area that includes East Houston, Channelview, Baytown, Crosby, Liberty, Dayton, Mont Belvieu, Anahuac and Winnie Texas. EHCC works in conjunction with physicians, case managers, social workers and other community referral sources within the service area to provide services in all or part for each assistance request.

Increased skilled nursing census from a single digit number of 9 Medicare Part A payor to a consistent monthly average of 27 Medicare Part A payor within 10 months of hire date at Silver Springs Rehabilitation and Healthcare.

Increased managed care census from 0 managed care payor to a monthly average of 17 managed care payor within 7 months of hire date at Silver Springs Rehabilitation and Healthcare.

Increased Average Daily Census from 99 ADC to 125 ADC within 6 months of hire date at Silver Springs Rehabilitation and Healthcare.

The increases in ADC and Q - Mix resulted in an increased length of stay, higher reimbursement and increased revenue resulting in the stabilizing a previously financially unstable skilled nursing facility. Along with a strong clinical team managing the medical needs of the patients referred for care the reputation and perception of Silver Springs improved tremendously with referral sources and the local community. The financial and clinical successes in the facility ensured an appropriate and acceptable number of working hours for the staff resulting in increased employee satisfaction and a decrease in complaints from employees, patients and families.

Negotiated and contracted 3 key physicians with large patient populations and participation in key managed care networks in the East Houston / Baytown markets to refer patients and follow their referrals in the skilled nursing setting. Successfully negotiated stipend positions of Medical Director and Co Medical Director contracts for 2 of these physicians in the skilled nursing setting.

Awarded "Come Back Facility of the Year" in 2011 from The Ensign Group for the achievements accomplished with census and business development at Silver Springs Rehabilitation and Healthcare.

Successfully opened 6 ground up construction skilled nursing facilities in South Texas. Managing the marketing efforts for the first new skilled nursing facility built in the East Houston area in over 25 years, introducing Legend Healthcare's first Houston skilled nursing facility to the area. Recruited and credentialed physician staff from pool of local physicians, managed waiting list for potential residents, participated in local and state inspections and licensing, planned and facilitated grand opening and managed fill up of facility. This facility, Legend Oaks East Houston, was ahead of schedule in revenue and fill up within 9 months. The first facility under the Legend Healthcare umbrella to achieve this goal.

References

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