

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is entered into on February __, 2019, but is dated effective as of December 14, 2018, and is made by and between Brown County, Texas, a political subdivision of the State of Texas with a mailing address of 200 South Broadway, Room 111, Brownwood, Texas 76801 ("Landlord") and TrueCore Behavioral Solutions, LLC, a Virginia limited liability company with a mailing address of 3109 W. Martin Luther King Jr. Blvd, Suite 650, Tampa, Florida 33607 ("Tenant"). Landlord and Tenant agree as follows:

OPERATIVE PROVISIONS

I. Premises.

(a) Leased Premises. Subject to the terms, conditions and covenants of this Lease, Landlord leases to Tenant and Tenant hereby leases from Landlord, the real property located at 800 FM 3254, Brownwood, Texas 76001 and legally described on Exhibit A together with all improvements therein and easements appurtenant thereto, excluding the Retained Portion (as defined in Section 1(b) below) (the "Premises"). Landlord owns the Premises, free and clear of all liens and encumbrances. The Premises includes a residential correctional building and related support facilities (such as a dining hall and kitchen) and administrative offices (collectively, the "Building") as well as basketball courts, six (6) modular buildings (the "Pods"), security fencing and other related outbuildings and structures sited on approximately 36.4 acres of land. The Building consists of five (5) residential wings (each, a "Wing") in which each Wing has the capacity to house twenty-three (23) juveniles.

(a) Excluded Portion of the Premises. Landlord will retain rights to and responsibility for a portion of the Premises, including a portion of the Building, as depicted on Exhibit B, for continued use by Landlord as the administrative offices of the Brown County probation staff (the "Retained Portion"). Landlord shall be solely and completely responsible for the Retained Portion, including any maintenance, repair, taxes, insurance, security and any other costs and liabilities.

(b) Use of Premises. Tenant intends to continue to use the Premises to provide detention and rehabilitative services to juvenile offenders that have been committed to state or county correctional control. Tenant will enter into services agreements with state, county or other appropriate governmental entities relating to these correctional and rehabilitative services. Landlord acknowledges and consents to this intended use.

(c) Reservation of Facility Space for Landlord. Tenant agrees to reserve not more than three (3) occupancy units (consisting of the bed and similar space) and related services, such as meals, for use by Landlord in housing any juvenile offenders being detained under the responsibility of the Brown County Probation Office. Tenant will provide this concession to Landlord as part of the consideration for Tenant's ability to use the Premises pursuant to this Lease and will not charge Brown County a fee for the occupancy units

reserved by the Brown County Probation Office.

(d) Condition of Premises. As set forth in Section 10, below, Tenant has agreed to accept responsibility for the maintenance and repair of the Premises during the Term (as such term is defined below) of the Lease. As consideration for Tenant undertaking that financial obligation, Landlord is representing and warranting that, as of the Commencement Date, the Premises are in reasonable repair. This representation and warranty includes that: (i) there is no failure of, or material damage to, the roof of the Premises and that the roof is watertight; (ii) all heating, ventilating and air conditioning systems and units servicing the Premises are functional and the Premises has the correct amount of tonnage for the amount of space being serviced; and (iii) to the knowledge of Landlord, there are no material and substantial structural issues or damages relating to the improvements on the Premises.

2. Term.

(a) Initial Term. The initial term (the "Initial Term") of the Lease shall be for five (5) years and commence on December 14, 2018, (the "Commencement Date") and shall terminate on December 14, 2023, subject to the renewal term (defined below). The Initial Term and Renewal Term are collectively referred to herein as the "Term".

(b) Additional Term. So long as Tenant is not in material default of its obligations hereunder, Tenant and Landlord shall mutually agree to renew the Initial Term of this Lease for one (1) consecutive term of five (5) years (herein called the "Renewal Term"). The Renewal Term shall be on the same terms and conditions as herein contained except that there shall be no additional right of renewal after the Renewal Term.

If Tenant, in Tenant's sole discretion, would like to exercise the Renewal Term, Tenant shall, not less than one hundred eighty (180) days prior to the expiration of this Lease, give Landlord notice in writing that Tenant would like to exercise the Renewal Term (the "Renewal Notice"). Within thirty (30) days of the date of the Renewal Notice (the "Renewal Consideration Period"), Landlord shall either consent to the renewal or provide Tenant written justification for why Landlord's consent is being withheld. Landlord acknowledges and agrees that: (i) its consent shall not be unreasonably withheld; (ii) if consent is withheld, Landlord shall cooperate with Tenant in remedying any issue that led to consent being withheld; and (iii) if Landlord does not provide written notice of non-renewal by the end of the Renewal Consideration Period, the Lease will be automatically renewed for the Renewal Term.

3. Rent. The consideration due Landlord by Tenant for the use of the Premises shall be as follows:

(a) Rent. The annual base rent (the "Base Rent") for the term of this contract shall be the total sum of One Hundred Two Thousand Dollars (\$102,000.00), payable in twelve (12) monthly payments of Eighty-Five Hundred Dollars (\$8,500.00), each monthly payment being due on or before the fifth (5th) day of each month. The first monthly payment shall be sent by Tenant to Landlord simultaneously with Tenant's execution of this Lease. Such monthly

payments will be paid to Landlord, without written notice or demand, and without deduction or offset, as an independent covenant of all other covenants of this lease, in lawful money of the United States of America at Landlord's address, or to such other person or at such other place as Landlord may from time to time designate in writing.

(a) Additional Rent. All amounts required or provided to be paid by Tenant under this Lease other than Base Rent, including, but not limited to those described in Section 4, shall be deemed "Additional Rent," and in the event of non-payment, Landlord shall have all the rights and remedies with respect thereto as is herein provided for non-payment of Base Rent. Tenant shall pay any Texas sales tax levied on Rent. Base Rent and Additional Rent are sometimes collectively referred to herein as "Rent."

(b) Interest. All Rent and other sums due from Tenant to Landlord which are unpaid when due shall be assessed interest thereon at the lesser of (i) five percent (5%) per annum or (ii) the maximum rate of interest, if any, which Tenant may legally contract to pay, commencing on the date the said Rent or other sum is due and shall be payable by Tenant as Additional Rent hereunder.

(c) Late Charge. Tenant acknowledges that the late payment of any installment of Rent will cause Landlord to incur costs and expenses not contemplated under this Lease, including without limitation, administrative and collection costs and processing and accounting expenses, the exact amount of which is extremely difficult to ascertain. Therefore, in addition to interest as provided in this Lease, if any installment of Rent to be paid by Tenant pursuant to this Lease is not received by Landlord on or before the fifth (5 day following the date such installment is due, Tenant shall pay Landlord a late charge ("Late Charge") equal to five percent (5%) of the amount of such late installment, which late charge must be received by Landlord with the installment then due. Landlord and Tenant agree that the Late Charge represents a fair estimate of costs and expenses and is fair compensation to Landlord for the loss suffered from such nonpayment by Tenant.

4. Taxes.

(a) Obligation for Payment. Other than real estate taxes (which, if applicable, shall be paid by Landlord in accordance with Section 4(b), below), Tenant shall be responsible for personal property taxes, sales, use or other taxes assessed or levied on rents, and assessments assessed, levied, confirmed, or imposed during the Term of this Lease on the Premises and all property and improvements located on the Premises, whether or not now customary or within the contemplation of Landlord and Tenant, including, by way of example and not limitation, taxes:

(i) upon, measured by, or reasonably attributable to the cost or value of Tenant's equipment, furniture, fixtures, and other personal property located in the Premises, or by the cost or value of any leasehold improvements made in or to the Premises by or for Tenant, but only if such improvements are titled in Tenant's name;

(ii) upon or measured by the monthly installments of Rent, including without limitation any sales, use or other tax on rents, and any sales, use or other tax now or hereafter imposed upon rents by the United States of America, the State of Texas or any political subdivision thereof (but excluding income taxes), notwithstanding the fact that such statute, ordinance or enactment imposing the same may endeavor to impose the tax on Landlord;

(iii) upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use, or occupancy by Tenant of the Premises or any portion of the Premises; and

(iv) upon all personal property, furniture, fixtures, and equipment, and all replacements, improvements, or additions to them, owned by Tenant.

(b) Real Estate Taxes. Tenant shall be solely responsible for any and all Real Estate Taxes relating to the Premises. "Real Estate Taxes" shall mean the total of all of the taxes (including but not limited to ad valorem and non-ad valorem taxes and personal property taxes), governmental charges, general assessments, special assessments, and all street lighting and other assessments, levied, assessed, or imposed at any time by any governmental authority with respect to any period during the Term which (i) are related to the ownership, operation, use, or maintenance of the Premises or any portion of the Premises or any alterations or improvements to the Premises, or (ii) may become a lien on the Premises or any improvements to the Premises or any portion of the Premises. If, due to a future change in the method of taxation or in the taxing authority, or for any other reason, a tax or governmental imposition, however designated, shall be levied against Landlord in substitution in whole or in part for the Real Estate Taxes, or in lieu of additions to or increases of said Real Estate Taxes, then such franchise tax or governmental imposition shall be deemed to be included within the definition of Real Estate Taxes." As to special assessments which are payable over a period of time extending beyond the Term, only a pro rata portion of such special assessments, covering the portion of the Term which is unexpired at the time of the imposition of such assessment shall be included in "Real Estate Taxes." If, by law, any assessment may be paid in installments, then, for the purposes of this Lease, (a) such assessment shall be deemed to have been payable in the maximum number of installments permitted by law, and (b) there shall be included in Real Estate Taxes, for each year in which such installments may be paid, the installments of such assessments so becoming payable during such year, together with any interest payable on such assessments during such year. "Real Estate Taxes" shall also include all costs and expenses incurred by Landlord in connection with any action by Landlord to contest the amount of the assessment of the Premises made with respect to Real Estate Taxes, including attorneys' and appraisers' fees, except costs and expenses of any such action taken without Tenant's consent and which does not result in a material reduction of Real Estate Taxes.

(c) Estimated Payments. If Landlord elects to do so, then, in each December during the Term or as soon after December as practicable, Landlord will give Tenant written notice of its estimate of amounts payable under this Section for the ensuing

calendar year. On or before the first day of each month during the ensuing calendar year, Tenant will pay to Landlord one-twelfth (1/12th) of the estimated amounts; however, if notice is not given in December, Tenant will continue to pay on the basis of the prior year's estimate until the month after notice is given. If at any time or times it appears to Landlord that the amounts payable under this Section for the current calendar year will vary from its estimate by more than ten percent (10%), Landlord will, by written notice to Tenant, revise its estimate for the year, and subsequent payments by Tenant for such year will be based upon the revised estimate. Alternatively, Tenant, at Landlord's written direction, shall pay directly to the taxing authority when due any and all taxes required to be paid hereunder and Tenant shall provide proof of payment thereof within ten (10) days following the due date of the payment.

(d) Final Settlement. Within ninety (90) days after the close of each calendar year or as soon after the ninety (90) day period as practicable, Landlord will deliver to Tenant a statement of amounts payable under this Section for the calendar year, prepared by Landlord and which shall be correct and certified by one of its officers. If the statement shows an amount owing by Tenant that is less than the estimated payments previously made by Tenant for the calendar year, the statement will be accompanied by a refund of the excess by Landlord to Tenant. If the statement shows an amount owing by Tenant that is more than the estimated payments previously made by Tenant for the calendar year, Tenant will pay the deficiency to Landlord within thirty (30) days after the delivery of the statement. Landlord's failure to provide such statement within the ninety (90) days shall in no way excuse Tenant from its obligation to pay Taxes or constitute a waiver of Landlord's right to bill and collect such amounts as are due from Tenant in accordance with this Lease.

(e) Taxes on Retained Portion. For the avoidance of any ambiguity, Landlord shall be solely responsible for all taxes associated with the Retained Portion, (as defined in paragraph 1(b), above), including, but not limited to, personal property taxes, Real Estate Taxes, sales, use or other taxes assessed or levied on rents, and assessments assessed, levied, confirmed, or imposed on the Retained Portion or Landlord's use of the Retained Portion.

5. Utilities.

(a) Availability; Tenant's Responsibility. Landlord represents and warrants that the Premises are serviced by all utilities necessary and appropriate for the permitted use. Tenant will pay the appropriate suppliers for all utilities and services, including without limitation, pest control, water, sewer, storm water fee, gas, burglar and fire alarm monitoring, electricity, light, heat, telephone, power, and other utilities and communications services used by Tenant on the Premises during the Term, whether or not the services are billed directly to Tenant. Landlord, upon request of Tenant, and at the sole expense and liability of Tenant, will join with Tenant in any application required for obtaining or continuing any of the services.

(b) Jointly Metered Utilities. Currently, the electricity, water and sewer servicing the Premises and the Retained Portion are jointly metered with an adjacent parcel of property owned by the State (the "Adjacent Property"). Landlord may, at Landlord's sole and

absolute expenses, install necessary meters so that the Premises and Retained Portion are metered as one parcel and the Adjacent Property is metered as a separate parcel. The intent of Landlord and Tenant is that for period of time after Tenant occupies the Premises, the Premises and the Retained Portion will continue to be jointly metered as one parcel (albeit metered separately from the Adjacent Property). However, as soon as reasonably possible, Landlord may, at Landlord's sole cost, responsibility and expense, install any and all meters or sub-meters so that all utilities used by Landlord at the Retained Portion (including electric and water) are metered apart from the utilities used by Tenant at the Premises. During the time that the Retained Portion and the Premises continue to share jointly metered utilities, Landlord and Tenant wish to apportion the shared utilities so that Landlord pays a portion of the jointly metered utilities each month for Landlord's use of utilities in the Retained Portion. The parties have agreed that the amount to be paid by Landlord each month shall be Seven Hundred Fifty and No/100 Dollars (\$750.00) during the Initial Term of the Lease. It is the intent of the parties that Landlord may install all necessary meters and sub-meters prior to the beginning of the Renewal Term. Landlord shall remit payment for Landlord's share of the jointly metered utilities on the first of each month. Past due amounts shall accrue interest and be subject to late fees in the same manner as Tenant's past due rent payments would be under Section 3(c) and Section 3(d). In addition, Tenant shall have the right to offset Landlord's past due utility payments from any amounts owed Landlord by Tenant. During the Term of this Lease, upon written request from Landlord, Tenant shall furnish to Landlord a copy of each applicable utility statement for the Building requested by Landlord. Landlord acknowledges and agrees that in installing any necessary meters and sub-meters, and any tangential modification to the Retained Portion or Premises necessary for the installation, Landlord shall not interfere with or cause harm to Tenant's existing equipment, fixtures and facilities, including the fire alarm and fire sprinkler system installed by Tenant on the Premises. Following the installation of the meters or sub-meters, Landlord shall ensure that the fire alarm and fire sprinkler system are fully operational. Notwithstanding anything in this Lease to the contrary, if the State requires that the Adjacent Property be metered separately, Landlord shall pay any costs relating to separating the utilities at the Adjacent Parcel from those at the Premises or the Retained Portion.

6. Insurance.

(a) Tenant shall at all times during the Term of this Lease take out and keep in full force and effect:

(i) insurance against Insurable Hazards (as defined in Section 6(c) below) on the buildings and improvements on the Premises (excluding the Retained Portion which shall be insured at Landlord's sole expense) in amounts and with carriers as would be placed by a prudent owner holding the Premises for investment purposes;

(ii) fire insurance covering loss or damage to the permanent improvements located on the Premises (excluding the Retained Portion which shall be insured at Landlord's sole expense), with extended coverage endorsement upon its merchandise, stock in trade, furniture, furnishings, fixtures and leasehold improvements to the full replacement value thereof ("all risk," as such term is used in the insurance industry); and

(iii) comprehensive general liability insurance protecting against bodily

injury and property damage insuring against any liability arising out of the use, occupancy or maintenance of the Premises (excluding the Retained Portion which shall be insured at Landlord's sole expense) and business conducted by Tenant and any other persons in the Premises. The limits of such policy shall not be less than One Million and No/100 Dollars (\$1,000,000.00) per person and Two Million and No/100 Dollars (\$2,000,000) per occurrence and shall protect Tenant and Landlord against any liability incidental to the use of or resulting from any accident occurring in or upon the Premises including injuries to the general public, independent contractors or invitees of Tenant or Landlord.

All policies of insurance to be maintained by Tenant shall be at Tenant's sole cost and expense, and shall name Landlord and any persons, firms or corporations designated by Landlord, as additional named insured as their respective interests may appear and shall contain a clause that the insurer will not cancel or change or refuse to renew the insurance without first giving Landlord not less than thirty (30) days prior written notice. A copy of all policies or certificates of insurance shall be delivered to Landlord within ten (10) days of written request. The insurance required to be obtained and maintained under this Lease shall be with a company or companies licensed to issue the relevant insurance coverages and licensed to do business in the State of Texas.

(b) Landlord may, at Landlord's sole discretion and cost, obtain and maintain during the Term such additional insurance coverage and in such amounts as would be maintained by a prudent owner holding the Premises for investment purposes, and, without limiting the generality of the foregoing, insurance against such perils and risks as Landlord may determine, acting reasonably.

(c) In this Lease "Insurable Hazards" means fire, hurricane, wind and flood (if the Premises is situated in a flood zone) and such other perils for which insurance is available and which, in the opinion of Tenant, acting reasonably, should be protected by insurance, but at a minimum shall include fire and all risk coverage equal to the replacement value of the building and other improvements on the Premises .

(d) Waiver of Subrogation. Landlord and Tenant each waive any and all rights to recover against the other or against any other tenant or occupant of the Premises, or against the officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees, or business visitors of such other party or of such other tenant or occupant of the Premises, for any loss or damage to such waiving party arising from any cause covered by any property insurance required to be carried by such party pursuant to this Section or any other property insurance actually carried by such party. Landlord and Tenant from time to time will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Premises or the contents of the Premises.

(e) Insurance of the Retained Portion. For the avoidance of any ambiguity, Landlord shall be solely responsible for insurance costs and liabilities associated with the Retained Portion.

7. Compliance with Laws.

(a) Tenant's Obligations- General. Tenant will not use or occupy, or permit any portion of the Premises to be used or occupied in violation of any law, ordinance, order, rule, regulation, certificate of occupancy, or other governmental requirement.

Tenant will comply with all laws, ordinances, orders, rules, regulations, ADA requirements, and all other governmental requirements relating to the use, condition, or occupancy of the Premises, and all rules, orders, regulations, and requirements of the board of fire underwriters or insurance service office, or any other similar body, having jurisdiction over the Premises. In conducting Tenant's proposed business activities on the Premises, Tenant will, and, to the best of Tenant's ability, Tenant will cause Tenant's employees to, comply with all rules and regulations required by the Texas Juvenile Justice Department and any other rules, regulations and laws imposed by applicable governmental organizations.

(b) Tenant's Obligations with Respect to Environmental Laws.

(i) Tenant's use of the Premises will remain in compliance with all applicable laws, ordinances, and regulations (including consent decrees and administrative orders) relating to public health and safety and protection of the environment, including those statutes, laws, regulations, and ordinances identified in Section 7(b)(vii) below including all Hazardous Materials Laws, all as amended and modified from time to time (collectively, "Environmental Laws"). All governmental permits relating to the use or operation of the Premises required by applicable Environmental Laws are and will remain in effect, and Tenant will comply with them.

(ii) Tenant will not permit to occur any release, generation, manufacture, storage, treatment, transportation, or disposal of Hazardous Material (as defined in Section 7(b)(vii) below) on, in, under, or from the Premises. Tenant will promptly notify Landlord, in writing, if Tenant has or acquires notice or knowledge that any Hazardous Material has been or is threatened to be released, discharged, disposed of, transported, or stored on, in, under, or from the Premises. Notwithstanding the foregoing, Tenant shall be permitted to use and store on the Premises, in compliance with applicable laws, Hazardous Materials used by it in the ordinary course of the conduct of its business.

(iii) Tenant will immediately notify Landlord and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to the condition of the Premises or compliance with Environmental Laws.

(iv) Landlord will have the right at all reasonable times and from time to time to conduct environmental audits of the Premises at Landlord's sole cost and expense, and Tenant will cooperate in the conduct of those audits.

(v) Tenant will give Landlord, its agents, and employees access to the Premises to remove or otherwise clean up any Hazardous Material. Landlord has an affirmative obligation to remove or otherwise clean up any Hazardous Material in existence

on or in the Premises prior to the Commencement Date or which come onto or in the Premises other than by the action of Tenant, or its agents, employees, contractors or customers.

(vi) Landlord represents that as of the date of this Lease, no Hazardous Materials are present on the Premises in violation of applicable Environmental Laws.

(vii) for purposes of this Lease, "Hazardous Material" means:

(A) "hazardous substances" or "toxic substances" as those terms are defined by the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. sees. 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. sees. 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. sees. 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. § 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), as these laws have been amended and any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials, waste, or substances now or at any time hereafter in effect (collectively, "Hazardous Materials Laws");

(B) hazardous wastes," as that term is defined by the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. 6902, et seq., as amended to this date and as amended after this date;

(G) any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste substance or material, all as amended to this date or as amended after this date;

(D) crude oil or any fraction of it that is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute);

(E) any radioactive material, including any source, special nuclear, or by-product material as defined at 42 U.S.C. 2011, et seq., as amended to this date or as amended after this date;

(F) asbestos in any form or condition; and

(G) polychlorinated biphenyls ("PCB's") or substances or compounds containing PCB's.

(c) Landlord's Obligations with Respect to Environmental Laws for the Retained Portion.

(i) Landlord use of the Retained Portion will remain in compliance

with all applicable laws, ordinances, and regulations (including consent decrees and administrative orders) relating to public health and safety and protection of the environment, including those statutes, laws, regulations, and ordinances identified in Section 7(b)(vii) above including all Hazardous Materials Laws, all as amended and modified from time to time. All governmental permits relating to the use or operation of the Retained Portion required by applicable Environmental Laws are and will remain in effect, and Landlord will comply with them.

(ii) Landlord will not permit to occur any release, generation, manufacture, storage, treatment, transportation, or disposal of Hazardous Material on, in, under, or from the Retained Portion. Landlord will promptly notify Tenant, in writing, if Landlord has or acquires notice or knowledge that any Hazardous Material has been or is threatened to be released, discharged, disposed of, transported, or stored on, in, under, or from the Retained Portion. Notwithstanding the foregoing, Landlord shall be permitted to use and store on the Retained Portion, in compliance with applicable laws, Hazardous Materials used by it in the ordinary course of the conduct of its business.

(iii) Landlord will immediately notify Tenant and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to the condition of the Retained Portion, the Premises or compliance with Environmental Laws.

8. Assignments and Subleases. Tenant, for itself, its heirs, executors, administrators, legal representatives, successors, and assigns, covenants that it will not assign, mortgage, or encumber this Lease, nor sublease, nor permit the Premises or any part of the Premises to be used or occupied by others, without the prior written consent of Landlord in each instance, which may not be unreasonably withheld or delayed; provided, however, Tenant may assign this Lease or sublet the Premises, or any part thereof, without the prior written consent of Landlord to (a) a subsidiary, affiliate or associate of Tenant, or (b) to an entity created pursuant to or in immediate contemplation of an initial public offering which results in shares or units being listed on a public stock exchange; or (c) a franchisee or licensee of Tenant or of any subsidiary or affiliate of Tenant or to any franchisee or licensee of any assignee or successor of those entities; or (d) to an entity that purchases all or substantially all of the assets of Tenant and its subsidiaries or affiliates located in state in which the Premises are located (such permitted assignees described in (a)-(d) are hereinafter referred to as a "Permitted Transferee"). Any assignment or sublease in violation of this Section will be void. If this Lease is assigned, or if the Premises or any part of the Premises are subleased or occupied by anyone other than Tenant, Landlord may, after default by Tenant, collect Rent from the assignee, subtenant, or occupant, and apply the net amount collected to Rent.

9. Signs. Tenant may install signs on the Premises in accordance with federal, state, and local statutes, laws, ordinances, and codes and with Landlord's prior written approval (not to be unreasonably withheld or delayed) of all such signs, and the plans and specifications with respect of said signs.

10. Repairs and Maintenance.

(a) Tenant.

ii. Maintenance and Repair. Tenant shall keep and maintain (or cause to be kept and maintained) the Premises in good and sanitary condition, working order and repair, in compliance with all applicable laws, and as required under other provisions of this Lease, including any carpet and other flooring material, trash removal, paint and wall-coverings, doors, ceilings, interior surfaces of walls, exterior surface of the walls and exterior paint, lighting fixtures and electrical outlets and wiring, and any plumbing and other fixtures, alterations, improvements and other systems and equipment within or serving the Premises, whether installed by Landlord or Tenant. Tenant shall at all times keep the Premises in a state of good repair and condition having regard to the age and condition of the Premises on the Commencement Date, reasonable wear and tear excepted and damage to the extent covered by insurance, as is reasonably satisfactory to Landlord.

iii. Structure and Integral Units. Tenant will repair, maintain and replace material structural damage to the foundation, floor slab, pipes beneath the floor, exterior of the perimeter demising walls load bearing structural columns and beams in the Premises, and other material building elements set forth in this Section 10(a), and shall carry out all replacements necessary to preserve the structural integrity of the Premises. Tenant's obligations shall specifically include:

(A) Roof. Tenant shall repair and maintain, at its sole cost and expense, the roof. Tenant shall also remedy any damage to the Premises caused by damage or failure of the roof. If Tenant or Landlord is informed by a roofing contractor licensed to do business in the State of Texas that the roof of the Premises must be replaced, maintained or repaired, Tenant shall be responsible, at Tenant's expense, for maintaining, repairing or replacing the roof.

(B) Parking. Tenant shall repair and maintain any parking lots or other parking surfaces; provided, however, that Tenant shall not be required to replace or re-asphalt any parking surface.

(C) HVAC. Tenant shall repair and maintain, at its sole cost and expense the heating, ventilating and air conditioning systems (the "HVAC Systems") servicing the Premises. The parties acknowledge and agree that if Tenant or Landlord is informed by a technician holding an air conditioning and refrigeration contractor license issued by the State of Texas that the HVAC Systems of the Premises must be replaced,

Landlord shall be responsible, at Landlord's expense, for replacing the HVAC System.

Landlord shall have a reasonable time in which to complete the necessary replacement, and during that time may access the Premises and limit the ability of others to access the Premises as may be necessary to replace such portion of the Premises. No reduction or discontinuance of rights to the Premises during the replacement process shall be construed as an eviction of Tenant or release Tenant from any obligation of Tenant under this Lease.

(b) The agents and representatives of Landlord shall have the right to enter the Premises at all times during business hours upon reasonable notice to examine the same and make repairs that shall be necessary for the safety or preservation of the Premises, or for which Landlord is obligated hereunder, provided that Landlord shall undertake such work in a manner so as to keep disruption to Tenant's business at an absolute minimum.

(c) Landlord's Obligations.

ii. Damage Caused by Landlord. Landlord, at its cost, shall make good and repair any material damage caused to the Premises by negligence or willful misconduct of Landlord, its servants or agents.

iii. Maintenance of Retained Portion. Landlord, at its sole cost and expense, shall keep and maintain (or cause to be kept and maintained) the Retained Portion in good and sanitary condition, working order and repair, in compliance with all applicable laws, and as required under other provisions of this Lease, including any carpet and other flooring material, trash removal, paint and wall-coverings, doors, ceilings, interior surfaces of walls, exterior surface of the walls and exterior paint, lighting fixtures and electrical outlets and wiring, and any plumbing and other fixtures, alterations, improvements and other systems and equipment within or serving the Retained Portion, whether installed by Landlord or Tenant. Landlord shall at all times keep the Retained Portion in a state of good repair and condition.

iv. Structural and Integral Units of Retained Portion. Landlord will repair, maintain and replace material structural damage to the foundation, floor slab, pipes beneath the floor, exterior of the perimeter dividing walls, load bearing structural columns and beams in the Retained Portion and other material building elements set forth in this Section 10(c), and shall carry out all replacements necessary to preserve the structural integrity of the Retained Portion. Landlord's obligations shall specifically include:

(A) Roof. Landlord shall repair, maintain or, if necessary, replace, at its sole cost and expense, the roof of the Retained Portion. Landlord shall also remedy any damage to the Retained Portion or the Premises caused by damage or failure of the roof of the Retained Portion. If Tenant or Landlord is informed by a roofing contractor licensed to do business in the State of Texas that the roof of the Retained Portion must be replaced, maintained or repaired, Landlord shall be responsible, at Landlord's expense, for maintaining, repairing or replacing the roof of the Retained Portion.

(B) HVAC. Landlord shall repair, maintain or, if necessary, replace, at its sole cost and expense the HVAC Systems servicing the Retained Portion.

11. End of Term.

At the end of this Lease or any earlier termination, Tenant will surrender the Premises in good order and condition, ordinary wear and tear and damage to the extent covered by insurance excepted. Tenant may remove from the Premises any trade fixtures, equipment, and movable furniture placed in the Premises by Tenant, whether or not the trade fixtures or equipment are fastened to the building. All trade fixtures, equipment, furniture, alterations, additions, and improvements not so removed within thirty (30) days of the termination of the Lease will conclusively be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant or to any other person and without obligation to account for them.

12. Damage and Destruction.

(a) General. If the Premises are damaged or destroyed by reason of fire or any other cause, Tenant will immediately notify Landlord and, Landlord will promptly repair or rebuild the Premises at Landlord's expense, so as to make the Premises substantially similar to the Premises existing immediately prior to the occurrence and as nearly similar to it in character as is practicable and reasonable. Landlord and Tenant will apply and make available the net proceeds of any fire or other casualty insurance paid to Landlord or Tenant, after deduction of any costs of collection, including attorneys' fees, for repairing or rebuilding as the same progresses. Payments will be made against properly certified vouchers of a competent architect in charge of the work and approved by Landlord. Before beginning repairs or rebuilding, or letting any contracts in connection with repairs or rebuilding, Landlord will submit for Tenant's approval, which approval Tenant will not unreasonably withhold or delay, complete and detailed plans and specifications for the repairs or rebuilding. The repairs or rebuilding will be completed free and clear of mechanics' or other liens, and in accordance with the building codes and all applicable laws, ordinances, regulations, or orders of any state, municipal, or other public authority affecting the repairs or rebuilding, and also in accordance with all requirements of the insurance rating organization, or similar body, and of any liability insurance company insuring Landlord against liability for accidents related to the Premises.

(b) Rent Abatement. Base Rent and Additional Rent will abate pending the repairs or rebuilding such that Tenant will not be required to pay Rent (including taxes, if applicable) for any portion of the Premises that it is unable to use to conduct Tenant's business.

(c) Damage. If (i) in the opinion of Landlord, acting reasonably, the damage to the Premises cannot be repaired within one hundred eighty (180) days after the date thereof or (ii) at any time during the last year of the Term unless renewed, the Premises is so damaged by fire or otherwise that the cost of restoration exceeds fifty percent (50%) of the replacement value of the Premises (exclusive of foundations) immediately prior to the damage, either Landlord or Tenant may, within thirty (30) days after such damage, give notice of its election to terminate this Lease and, subject to the further provisions of this Section, this Lease will cease on the tenth (10th) day

after the delivery of that notice. Base Rent will be apportioned and paid to the time of termination. If this Lease is so terminated, Landlord will have no obligation to repair or rebuild.

13. Condemnation.

(a) Total Taking. If, by exercise of the right of eminent domain or by conveyance made in response to the threat of the exercise of such right (in either case a "taking"), all of the Premises are taken, or if so much of the Premises are taken that the Premises (even if the restorations described in this Section were to be made) cannot be used by Tenant for the purposes for which they were used immediately before the taking, this Lease will end on the earlier of the vesting of title to the Premises in the condemning authority or the taking of possession of the Premises by the condemning authority (in either case the "ending date"). If this Lease ends according to this Section 13(a), prepaid rent will be appropriately prorated to the ending date. The award in a taking subject to this Section 13(a) will be allocated according to Section 13(c).

(b) Partial Taking. If, after a taking, so much of the Premises remains that the Premises can be used for substantially the same purposes for which they were used immediately before the taking:

(i) This Lease will end on the ending date as to the part of the Premises which is taken;

(ii) prepaid rent will be appropriately allocated to the part of the Premises which is taken and prorated to the ending date;

(iii) beginning on the day after the ending date, rent for so much of the Premises as remains will be reduced in the proportion of the floor area of the building remaining after the taking to the floor area of the building before the taking;

(iv) at its cost, Landlord will restore so much of the Premises as remains to a sound architectural unit substantially suitable for the purposes for which it was used immediately before the taking, using good workmanship and new first class materials;

(v) Landlord will pay Tenant the net award made to Landlord on account of the taking (after deducting from the total award attorneys', appraisers', and other costs incurred in connection with obtaining the award, and amounts paid to the holders of mortgages affecting the Premises); and

(vi) Landlord will keep the balance of the net award.

13(a) Allocation of an Award for a Total Taking. If this Lease ends according to Section 13(a), the condemnation award will be paid in the order in this Section to the extent it is sufficient:

(i) First, Landlord will be reimbursed for its attorneys' fees, appraisal fees, and other costs incurred in prosecuting the claim for the award.

(ii) Second, any lender whose loan is secured by the Premises will be paid the principal balance of its loan, plus accrued and unpaid interest, and any other charges due on payment.

(iii) Third, Tenant will be paid its adjusted book value as of the date of the taking of its improvements (including trade fixtures) made to the Premises regardless as to when such improvements were made by Tenant. In computing its adjusted book value, improvements will be conclusively presumed to have been depreciated or amortized over their useful lives with a reasonable salvage value.

(iv) Fourth, the balance will be paid to Landlord.

(d) All obligations of Landlord under this Section 13 shall be subject to the terms and conditions of any mortgage affecting the Premises.

14. Landlord's Access. Landlord, its agents, employees, and contractors may enter the Premises at any time in response to an apparent emergency, and at reasonable hours upon reasonable notice to (a) inspect the Premises, (b) exhibit the Premises to prospective purchasers, lenders, or tenants, (c) determine whether Tenant is complying with its obligations in this Lease, (d) supply any other service which this Lease requires Landlord to provide, (e) post notices of non-responsibility or similar notices, or (f) make repairs which this Lease requires Landlord to make; however, all work will be done as promptly as reasonably possible and so as to cause as little interference to Tenant as reasonably possible.

15. Indemnity.

(a) By Landlord. Except as to the gross negligence or willful violation by Tenant, its servants, agents or those for whom at law it is responsible, Landlord covenants and agrees to indemnify and save harmless Tenant against and from any and all claims, actions and proceedings of any nature whatsoever made or brought by or on behalf of any person arising from any breach or default on the part of Landlord in the observance or performance of any obligation or agreement on the part of Landlord to be observed or performed pursuant to the provisions of this Lease. In addition, Landlord covenants and agrees to indemnify and save harmless Tenant against and from any and all claims, actions and proceedings of any nature whatsoever made or brought by or on behalf of any person arising from or relating to the Retained Portion, including, but not limited to, any injury to person or property occurring on the Retained Portion.

(b) By Tenant. Except as to the gross negligence or willful violation by Landlord, its servants, agents or those for whom at law it is responsible, Tenant covenants and agrees to indemnify and save harmless Landlord against and from any and all claims, actions and proceedings of any nature whatsoever made or brought by or on behalf of any person arising from any breach or default on the part of Tenant in the observance or performance of any obligation or agreement on the part of Tenant to be observed or performed pursuant to the provisions of this Lease, including, but not limited to: (i) Tenant's requirement, found in

Section 7(a) of this Lease, to comply with all rules and regulations required by the Texas Juvenile Justice Department and any other rules, regulations and laws imposed by applicable governmental organizations; and (ii) Tenant's requirement, found in Section 7(b) of this Lease, to not permit or occur any release, generation, manufacture, storage, treatment, transportation or disposal of Hazardous Material on, in, under, or from the Premises.

16. Security Deposit. Tenant is not required to deposit a Security Deposit with Landlord.

17. Covenant of Quiet Enjoyment. So long as Tenant pays all Rent and performs all of its obligations in this Lease, Tenant's possession of the Premises will not be disturbed by Landlord, or anyone claiming by, through or under Landlord.

18. Default by Tenant.

(a) Events of Default. The following events are referred to collectively as "Tenant Defaults" or individually as a "Tenant Default":

(i) Tenant defaults in the due and punctual payment of Rent, and such default continues for ten (10) days;

(ii) Tenant fails to perform or satisfy any covenant, agreement or condition of this Lease to be performed or satisfied by it other than with regard to the payment of money and such failure is not cured within thirty (30) days after Landlord provides written notice of such failure to Tenant (provided, however, that in the event the failure is not capable of cure within such thirty (30) day period and Tenant is diligently pursuing said cure, Tenant may cure such failure within sixty (60) days from the date of Landlord's written notice);

(iii) Tenant vacates or abandons the Premises;

(iv) This Lease or the Premises or any part of the Premises are taken upon execution or by other process of law directed against Tenant, or are taken upon or subject to any attachment by any creditor of Tenant or claimant against Tenant, and said attachment is not discharged or disposed of within fifteen (15) days after its levy;

(v) Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors;

(vi) Involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for all or substantially all of the property of Tenant, and such proceeding is not dismissed or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment;

Any notice periods provided for under this Section shall run concurrently with any statutory

notice periods and any notice given hereunder may be given simultaneously with or incorporated into any such statutory notice.

(b) Landlord's Remedies. If any one or more events of default occur, then Landlord has the right, at its election:

(i) To give Tenant written notice of its intention to terminate the Lease on the date of the notice or on any later date specified in the notice, and, on the date specified in the notice, Tenant's right to possession of the Premises will cease and the Lease will be terminated (except as to Tenant's liability set forth in this Section), as if the expiration of the term fixed in the notice were the end of the term of the Lease. If the Lease is terminated pursuant to the provisions of this Section, Tenant will be released from any Rent or other sums that would have been owing by Tenant under this Lease for the balance of the Term; or

(ii) Without demand or notice, to reenter and take possession of the Premises or any part of the Premises; repossess the Premises as of Landlord's former estate; expel Tenant and those claiming through or under Tenant from the Premises; and remove the effects of both or either, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or preceding breach of covenants or conditions. If Landlord elects to reenter as provided in this Section or if Landlord takes possession of the Premises pursuant to legal proceedings or pursuant to any notice provided by law, Landlord may, from time to time, without terminating this Lease, relet the Premises or any part of the Premises in Landlord's or Tenant's name but for the account of Tenant, for such term or terms (which may be greater or less than the period that would otherwise have constituted the balance of the term of this Lease) and on such terms and conditions (which may include concessions of free rent, and the alteration and repair of the Premises) as Landlord, in its uncontrolled discretion, may determine.

(c) Acceleration. To the fullest extent permitted by law, Landlord may declare the entire balance of all forms of Rent due under this Lease for the remainder of the Term to be forthwith due and payable and may collect the then present value of such Rents (calculated using a discount equal to the yield then obtainable from the United States Treasury Bill or Note with a maturity date closest to the date of expiration of the Lease Term) by distress or otherwise. The accelerated Additional Rent for taxes and insurance shall be calculated by multiplying the highest Additional Rent amount for taxes and insurance payable by Tenant in any calendar year times the number of calendar years (including any fractional calendar year) remaining in the Term following the date of default. If Landlord exercises the remedy provided in this Section, and collects from Tenant all forms of Rent owed for the remainder of the Term, Landlord shall account to Tenant, at the date of the expiration of the Term, for amounts actually collected by Landlord as a result of a reletting.

19. Default by Landlord.

(d) Default. Landlord shall be in default under this Lease if Landlord has not commenced and pursued with reasonable diligence the cure of any failure of Landlord to

meet its obligations under this Lease within thirty (30) days of the receipt by Landlord of written notice from Tenant of the alleged failure to perform.

(e) Tenant's Remedies. If Landlord defaults, then Tenant has the right, at its election to give Landlord written notice of its intention to terminate the Lease on the date of the notice or on any later date specified in the notice, and, on the date specified in the notice, the Lease will be terminated. If the Lease is terminated pursuant to the provisions of this Section, Tenant will be released from any Rent or other sums that would have been owing by Tenant under this Lease for the balance of the Term.

20. Tenant's Right to Terminate for Business Reasons. Tenant will have the ability to terminate the Lease if the juvenile justice system in Texas is restructured in such a way that Tenant is no longer able to operate the Premises in a financially beneficial way, if the State of Texas or the applicable counties prohibit the privatization of juvenile justice services or if Tenant discontinues offering juvenile services in the State of Texas or the applicable counties. If the Lease is terminated pursuant to this Section, Tenant shall be fully and completely released from the Lease and will be subject to any ongoing obligations under the Lease, without penalty, including as related to damages for early termination.

21. Construction Liens. Tenant, at its expense, shall cause any lien filed against the Premises, for work or materials claimed to have been furnished to Tenant to be discharged of record or properly transferred to a bond within thirty (30) days after notice thereof to Tenant.

22. Effect of Sale. This Lease will not be affected by any sale, conveyance, or assignment of the Premises and Tenant will attorn to Landlord's successor in interest to this Lease, so long as such successor in interest assumes Landlord's obligations under the Lease from and after such effective date.

24. Miscellaneous.

(a) Time of the Essence. Time is of the essence of each and every provision of this Lease.

(b) No Waiver; Accord and Satisfaction.

(i) Neither the waiver by Landlord of any agreement, breach, condition, default, provision, requirement, or term contained in this Lease nor the acquiescence of Landlord to any violation of any agreement, breach, condition, default, provision, requirement, or term contained in this Lease, shall be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, provision, requirement, or term contained in this Lease, nor constitute a course of dealing regardless of the number of times Landlord may choose to make such a waiver or acquiesce to any violation of any agreement, breach, condition, default, provision, requirement, or term contained in this Lease, nor will any custom or practice that may come to exist between the parties in the administration of the terms of this Lease be construed to waive or to lessen the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms of this

Lease.

(ii) Acceptance by Landlord of Rent or other amounts due, in whole or in part, following a breach or default will not be deemed to be a waiver of any existing or preceding breach by Tenant of any agreement, condition, provision, requirement, or term of this Lease, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent or other payment. However, payment of the full amount due, including any late fees, administrative charges and other amounts due, shall constitute a waiver of default for the failure of Tenant to pay the particular Rent or other payment so accepted.

(iii) No payment by Tenant or receipt by Landlord of a lesser amount than the full amount of any installment or payment of Rent or other amount due, shall be deemed to be anything other than a payment on account of the amount due, and no endorsement or statement on any check or payment of Rent or related to it shall be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or payment of Rent, or pursue any other remedies available to Landlord.

(c) Estoppel Certificates. At any time and from time to time but within ten (10) days after written request by Landlord, Tenant will execute, acknowledge, and deliver to Landlord, a certificate certifying (a) that this Lease is unmodified and in full force and effect or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification; (b) the date, if any, to which Rent and other sums payable under this Lease have been paid; (c) that no notice of any default has been delivered to Landlord which default has not been cured, except as to defaults specified in said certificate; (d) that there is no Tenant Default under this Lease or an event which, with notice or the passage of time, or both, would result in a Tenant Default under this Lease, except for defaults specified in said certificate; and (e) such other matters as may be reasonably requested by Landlord. Any such certificate may be relied upon by any prospective purchaser or existing or prospective mortgagee or beneficiary under any deed of trust of the Premises. Tenant's failure to deliver such a certificate within such time will be conclusive evidence of the matters set forth in it.

(d) **WAIVER OF JURY TRIAL.** LANDLORD AND TENANT BY THIS SECTION WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES TO THIS LEASE AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE AND OTHER DOCUMENTS RELATED TO IT OR ARISING FROM IT, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR ANY OTHER CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE), AND ANY EMERGENCY STATUTORY OR ANY OTHER STATUTORY REMEDY. LANDLORD AND TENANT ARE EACH ENTERING INTO THIS WAIVER AS THEY DESIRE TO AVOID DELAYS IN THE RESOLUTION OF DISPUTES ARISING OUT OF

THE ABOVE REFERENCED DOCUMENTS AND THEIR LANDLORD AND TENANT RELATIONSHIP.

(e) No Merger. The voluntary or other surrender of this Lease by Tenant or the cancellation of this Lease by mutual agreement of Tenant and Landlord or the termination of this Lease on account of Tenant's default will not work a merger, and will, at Landlord's option, (i) terminate all or any subleases and subtenancies or (ii) operate as an assignment to Landlord of all or any subleases or subtenancies. Landlord's option under this Section will be exercised by written notice to Tenant and all known sublessees or subtenants in the Premises or any part of the Premises.

(f) Holding Over. Tenant has no right to remain in possession of all or any part of the Premises after the expiration of the Term. If Tenant nevertheless remains in possession of all or any part of the Premises after the expiration of the Term, with the express or implied consent of Landlord: (i) such tenancy will be deemed to be a periodic tenancy at sufferance from month-to-month only; (ii) such tenancy will not constitute a renewal or extension of this Lease for any further term; and (iii) such tenancy may be terminated by Landlord upon the later of fifteen (15) days' prior written notice or the earliest date otherwise permitted by law. Upon notice of termination under this Section, Rent following the termination date will be increased to the lesser of (i) an amount equal to 150% of the Rent for the last month of occupancy, or (ii) an amount equal to 150% of the fair market rental value of the Premises as reasonably determined by Landlord, and any other sums due under this Lease will be payable in the amount and at the times specified in this Lease. In addition to such payment of Rent and other amounts as set forth in the previous sentence, Tenant shall also be liable to Landlord for any losses sustained by Landlord or claims by third parties arising out of and in connection with the holding over of the Premises by Tenant. Such month-to-month tenancy will be subject to every other term, condition, and covenant contained in this Lease, except for rights to renew and expand.

(g) Notices. Any notices herein provided or permitted to be given to Landlord or Tenant shall be given or made by delivery or by telecopier or by mailing the same by registered, first-class mail, postage pre-paid, addressed to such party at the address as set forth below or such other addresses as may from time to time be designated by notice given in the manner herein provided:

(iv) to Landlord:

Brown County
Brown County Judges
Office
200 South Broadway, Room 111
Brownwood, Texas 76801

(ii) Copy to:

Brown County Probation
Offices 800 FM3254
Brownwood, Texas 76001

(iii) to Tenant: TrueCore Behavioral Services, LLC
Attn: General Counsel
3109 W. Martin Luther King Jr. Blvd.
Suite 650
Tampa, Florida 33607

Each such notice shall be deemed to have been received, if delivered, or sent by telecopier on the day of delivery or the day sent by telecopier or, if mailed, on the fifth (5th) business day next following the day on which it was mailed. Provided that, should there be at the time of mailing or occur between the time of mailing and the time of deemed receipt, a postal strike, slow down or other labor dispute which might adversely affect delivery of registered mail, then such notice shall only be effective if it is actually delivered.

(c) Severability. If any provision of this Lease proves to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected by such finding, and in lieu of each provision of this Lease that is illegal, invalid, or unenforceable a provision will be added as a part of this Lease as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

(d) Amendment. No amendment, alteration, modification of, or addition to this Lease will be valid or binding unless expressed in writing and signed by the party or parties to be bound by such change. No promises or representations, except as contained in this Lease, have been made to Tenant respecting the condition of the Premises or the manner of operating the Premises. Tenant agrees to make any modifications of the terms and provisions of this Lease required or requested by any lending institution providing financing for the Premises, provided that no such modifications will materially adversely affect Tenant's rights and obligations under this Lease.

(j) Captions. The captions of the various Sections of this Lease are for convenience only and do not necessarily define, limit, describe, or construe the contents of such Sections.

(k) Authority. Each party executing this Lease on behalf of the party represents that such party is authorized to do so by requisite action of the Board of Directors, managers, or partners, as the case may be, and agrees upon request to deliver to the other party a resolution or similar document to that effect.

(l) Landlord is a Government Entity. Tenant acknowledges and agrees that Landlord is a subdivision of the State of Texas and, as such, Landlord is limited by the actions permitted of it by the Texas Constitution and statutes. Landlord acknowledges and agrees that it has taken all action required of it by the Texas Constitution, the County Charter, or other governing agreements, to enter into and perform its obligations under this Lease.

(m) Governing Law: Venue. This Lease will be governed by and construed pursuant to the laws of the State of Texas. Venue for all actions will lie in Brown County, Texas.

(n) Force Majeure. Neither party will have any liability to the other party, nor will such party have any right to terminate this Lease or abate rent or assert a claim of partial or total actual or constructive eviction, because of a party's failure to perform any of its obligations in the Lease if the failure is due to reasons beyond the breaching party's reasonable control, including without limitation strikes or other labor difficulties; inability to obtain necessary governmental permits and approvals (including building permits or certificates of occupancy); unavailability or scarcity of materials; war; riot; civil insurrection; accidents; acts of God; weather; natural disasters; and governmental preemption in connection with a national emergency. If any party fails to perform its obligations because of any reasons beyond the party's reasonable control (including those enumerated above), the period for the party's performance will be extended day for day for the duration of the cause of such party's failure.

(o) Notice Concerning Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a structure in sufficient quantities, may present health risks to persons who are exposed to it. Levels of radon that exceed federal and state guidelines have been found in buildings in the state of Texas. Additional information regarding radon and radon testing may be obtainable from the county public health unit. Landlord makes no representation to Tenant concerning the presence or absence of radon gas in the Premises at any time or in any quantity. By executing this Lease, Tenant expressly releases Landlord from any loss, claim, liability, or damage now or hereafter arising from or relating to the presence at any time of such substances in the Premises.

(p) Binding Effect. The covenants, conditions, and agreements contained in this Lease will bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and, except as otherwise provided in this Lease, their assigns.

(q) Attorneys' Fees. In connection with any suit, action, or other proceeding, including arbitration or bankruptcy, arising out of or in any manner relating to this Lease, the prevailing party shall be entitled to recover reasonable attorneys' fees and disbursements (including disbursements which would not otherwise be taxable as costs in the proceeding). All references in this Lease to attorneys' fees shall be deemed to include all legal assistants' and paralegals' fees and shall include all fees incurred through all post-judgment and appellate levels and in connection with bankruptcy proceedings.

(r) Survival of Obligations. Any obligations of the parties accruing prior to the date of the expiration or earlier termination of this Lease shall survive the same, and Tenant shall promptly perform all such obligations whether or not this Lease has expired or been terminated.

(s) Abandoned Personal Property. All trade fixtures, equipment, furniture,

inventory, effects, alterations, additions, and improvements not removed by Tenant within thirty (30) days following the date Tenant vacates or abandons the Premises will be deemed conclusively to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant or any other person and without obligation to account for them. Abandonment or vacating the Premises shall be conclusively presumed if the Premises remain closed for business for more than twenty (20) consecutive days without prior notice to Landlord. Tenant's obligation to observe and perform this covenant will survive the expiration or other termination of this Lease.

(t) Counterparts. This Lease may be executed in two (2) or more counterparts and by exchange of original, facsimile and/or Portable Document Format (a/k/a ".PDF") signature pages, all of which shall be considered one and the same agreement and shall become effective when counterparts of such signature pages have been signed by each of the parties and delivered to the other parties, it being understood that each party need not sign the same counterpart signature page.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease Agreement on this__ day of February, 2019, but to be effective as of December 14, 2018.

WITNESSES:

(Print Name)

(Print Name)

TENANT:

TrueCore Behavioral Solutions, LLC

By: _____

Name: Steve Tomlin

Title: President and CEO

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this _____ day of February, 2019, by Steve Tomlin, as President and CEO of TrueCore Behavioral Solutions, LLC, a Virginia limited liability company, on behalf of the company, who _____ is personally known to me or _____ produced _____ as identification.

(NOTARY SEAL)

Notary Signature

(Type, Stamp or Print Name)

My commission expires: _____

[TENANT SIGNATURE PAGE TO LEASE AGREEMENT]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease Agreement on this __ day of December, 2018, but to be effective as of December 14, 2018.

WITNESSES:

[Signature]
(Print Name)
Gary Worley Gary Worley
(Print Name)

LANDLORD:

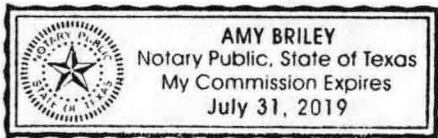
Brown County, Texas, a political subdivision of the State of Texas

By: [Signature]
Name: Paul Lilly
Title: County Judge

STATE OF TEXAS
COUNTY OF BROWN

The foregoing instrument was acknowledged before me this 4 ^{March} day of February, 2019, by Paul Lilly, as County Judge of Brown County, Texas, a political subdivision of the State of Texas, on behalf of the county, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)



[Signature]
Notary Signature
Amy Briley
(Type, Stamp or Print Name)

My commission expires: 7-31-2019

[LANDLORD SIGNATURE PAGE TO LEASE AGREEMENT]

EXHIBIT A
to the
LEASE AGREEMENT

800 FM 3254
Brownwood, Texas 76001

Legal Description