

ASSIGNMENT AND ASSUMPTION OF PURCHASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF PURCHASE AGREEMENT ("Agreement"), is made and entered into as of the 5th day of May, 2017, between **HEALTHCARE PROPERTY SOLUTIONS, LLC**, an Ohio limited liability company whose address is 33870 Crown Colony Drive, Avon, Ohio 44011 ("Assignor"), and 1002 North Mound LLC, a Texas limited liability company ("Assignee"), whose address is 33870 Crown Colony Drive, Avon, Ohio 44011.

WITNESSETH:

WHEREAS, Nacogdoches County Hospital District, a Texas governmental unit d/b/a Nacogdoches Memorial Hospital and Assignor, as buyer, entered into that certain Purchase Agreement dated September 27, 2016, as amended (the "Purchase Agreement"), for the sale and purchase of certain real property located in the City of Nacogdoches, County of Nacogdoches and State of Texas, commonly known as 1002 North Mound Street, Nacogdoches, Texas 75961;

WHEREAS, a copy of the Purchase Agreement (including the amendment to same) is attached hereto as **Exhibit A** and incorporated herein by reference;

WHEREAS, Assignor and Assignee now desire for Assignor to assign all of Assignor's right, title and interest, as the buyer, in, to and under the Purchase Agreement, to Assignee, all in accordance with the terms and conditions of this Agreement; and

WHEREAS, capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the mutual covenants and promises herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** Pursuant to Section 21 of the Purchase Agreement, Assignor hereby transfers, assigns and sets over unto Assignee all of Assignor's right, title and interest in and to the Purchase Agreement. Assignor acknowledges that it is not released from liability under the Purchase Agreement.

2. **Assumption.** Assignee hereby accepts the foregoing assignment and assumes all of Assignor's right, title and interest as buyer in and to the Purchase Agreement, effective as of the date hereof.

3. **Representations and Warranties of Assignor.** Assignor represents and warrants to, and, where appropriate, covenants with, Assignee as follows:

(a) Assignor is a limited liability company, duly organized, and validly existing under the laws of the State of Ohio and is duly authorized and qualified to do all things required of it under this Agreement. Assignor has full capacity and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement and all agreements, instruments and documents necessary or desirable to consummate the transactions contemplated hereby to be executed by Assignor are, and on the Closing Date have been, duly authorized, and will be executed and delivered by, and binding upon, Assignor.

(b) Assignor has obtained all consents and permissions relating to the transactions

contemplated hereby, by the Purchase Agreement and required under any covenant, agreement, encumbrance, law or regulation to perform its obligations hereunder.

(c) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will constitute a default under any term or provision of any agreement to which Assignor is a party.

(d) Assignor has not entered into any agreement to assign, lease, sell, mortgage or otherwise encumber or dispose of its interest in the Purchase Agreement and/or the Property, or any part thereof, which is currently in effect except for this Agreement.

(e) Assignor has not received any notice of any litigation, proceeding, or action pending or threatened against or relating to the Property or Assignor that could materially or adversely affect the Property or Assignee's ownership of the Property, other than any such litigation, proceeding or action to which Assignee has knowledge of.

(f) Assignor has not received any notice that the Property is in violation of any applicable private restriction, zoning regulation or other applicable law or regulation relating to the Property or any part thereof, other than any such violation to which Assignee has knowledge of.

4. Representations and Warranties of Assignee. Assignee represents and warrants to Assignor as follows:

(a) Assignee is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Texas and is duly authorized and qualified to do all things required of it under this Agreement. Assignee has full capacity and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement and all agreements, instruments and documents necessary or desirable to consummate the transactions contemplated hereby to be executed by Assignee are, and on the Closing Date will be, duly authorized, executed and delivered by, and binding upon, Assignee.

(b) Assignee has obtained all consents and permissions relating to the transactions contemplated hereby and required under any covenant, agreement, encumbrance, law or regulation to acquire title as set forth in this Agreement and to perform its obligations hereunder.

(c) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will constitute a default under any term or provision of any agreement to which Assignee is a party.

5. Notices. All notices and demands required or permitted by either party under this Agreement shall be served upon the other party by personal delivery, by United States Mail, postage prepaid, by registered or certified mail, return receipt requested, or by overnight courier, or by electronic mail with confirmation of receipt, addressed to the respective parties at their respective addresses as set forth below:

To Assignee: 1002 North Mound LLC
33870 Crown Colony Drive
Avon, Ohio 44011
Attention: Gary Habeeb
Phone No.: [\(216\) 389-7223](tel:2163897223)
E-mail: gary.habeeb@yahoo.com

With a copy to:

Jon J. Pinney, Esq.

1375 E. 9th Street-29th Floor
Cleveland, Ohio 44114
Phone No.: [\(216\) 696-8700](tel:2166968700)
E-mail: jjp@kjk.com

To Assignor: Healthcare Property Solutions, LLC

33870 Crown Colony Drive
Avon, Ohio 44011
Attention: Gary Habeeb
Phone No.: [\(216\) 389-7223](tel:2163897223)
E-mail: gary.habeeb@yahoo.com

With a copy to:

Cavitch, Familo & Durkin Co., LPA
Twentieth Floor
1300 East Ninth Street
Cleveland, Ohio 44114
Attention: Harold O. Maxfield, Jr.
Phone No.: [\(216\) 621-7860](tel:2166217860)
E-mail: hmaxfield@cavitch.com

Delivery shall be deemed complete on the earlier of actual receipt, duly receipted for, if personally delivered, or two (2) postal delivery days after mailing, or one (1) business day after deposit with an overnight courier, or upon confirmation of receipt if sent by electronic mail. The addresses to which notices and demands shall be delivered or sent may be changed from time to time, by notice served as hereinabove provided by any party upon the other parties.

6. Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

7. Governing Law. The parties hereto expressly agree that the terms and conditions of this Agreement, and the subsequent performance hereunder, shall be construed and controlled in accordance with the laws of the State of Ohio. Any court of competent jurisdiction within the State of Ohio, shall be the proper forum for bringing an action to enforce or construe the provisions of this Agreement. If any court of competent jurisdiction is unable to construe any provision of this Agreement or holds any part thereof to be invalid, such holding shall in no way affect the validity of the remainder of this Agreement.

8. Entire Agreement. This Agreement contains the entire agreement between the parties hereto; and any agreement hereafter or heretofore made shall not operate to change, modify, terminate or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by each of the parties hereto.

9. Assignment. This Agreement may not be assigned by any party; provided however, Assignee may freely assign its interest in this Agreement to a single purpose entity established for the purposes of acquiring the Property with Assignor's consent, which shall not be unreasonably withheld.

10. Authority. The person executing this Agreement on behalf of each of the parties hereto warrants and represents to the other party that such person is duly authorized to execute this Agreement on behalf of such party, and that the execution hereof by such person on behalf of such party shall fully bind and obligate such party.

11. Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

12. Counterparts. For the convenience of the undersigned, this Agreement may be

executed in any number of counterparts, and each such executed counterpart shall be deemed an original, and the signature of any party appearing on any such counterpart shall be deemed to appear on all such counterparts. This Agreement may be executed by an exchange of signatures via electronic mail or by portable document format (.pdf) copies, with such signatures being binding on the parties hereto to the same extent as if such signatures were the originals thereof.

{signature page follows}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

ASSIGNEE:

1002 NORTH MOUND, LLC, an Ohio
limited liability company

By: 

Name: Gary Habeeb

Title: Manager

ASSIGNOR:

HEALTHCARE PROPERTY SOLUTIONS, LLC, an Ohio limited liability company

By: 

Name: Gary Habeeb

Title: President