

TENANT ESTOPPEL CERTIFICATE

Leased Property: Suite 107, Los Alamos Professional Plaza (the "Premises")

Landlord: Triple R Medical Facilities, Ltd.

Tenant: The County of Hidalgo

Date: \_\_\_\_\_

Purchaser: Community Healthcare Trust Incorporated/Affiliate

Tenant hereby certifies, warrants and represents to Purchaser as follows:

(i) Attached hereto as Exhibit A is a full, true and complete copy of the Lease as amended to date. Tenant has no options or rights of first refusal to purchase or option or rights to renew, extend, modify or change the term of the Lease, except as may be stated in the copy of the Lease attached.

(ii) The Lease is in full force and effect, constitutes the entire rental agreement between Landlord and Tenant and has not been modified or amended except as set forth in Exhibit A.

(iii) The Commencement Date of the term of the Lease is December 26, 2013, and the Expiration Date of the term of the Lease is December 25, 2016. **Option to extend two (2) one (1) Year.**

(iv) The current monthly rental payment of \$8,354.75 has been paid through May, 2015.

(v) The current amount of adjusted rent, percentage rent, operating expenses or other charges payable by Tenant to Landlord under the Lease as additional rent, if any, is \$0.

(vi) Tenant has deposited the sum of \$0 with Landlord as security for the performance of Tenant's obligations under the Lease.

(vii) Any construction, build-out improvements, alterations or additions to the Premises, landscaping and space required to be furnished in accordance with the Lease have been fully and

satisfactorily completed in all respects and the Landlord has satisfactorily complied with all of the requirements and conditions precedent to the commencement of the term of the Lease and payment of rent as specified therein, except: None.

(viii) Except for any sublease described below, Tenant is the tenant of the Premises, is in possession thereof and is occupying the Premises, and Tenant has not subleased all or any part of the Premises or assigned the Lease, or otherwise transferred its interest in the Lease or the Premises.

(ix) Tenant has not received any notice of a prior sale, transfer or assignment, hypothecation or pledge of the Lease or of the rent by Landlord.

(x) The Premises is being used for the purposes described in the Lease.

(xi) No rent due under the Lease has been or will be prepaid more than thirty (30) days in advance.

(xii) Tenant has not been given any free rent, partial rent, rebates, rent abatements, or rent concessions of any kind, except as may be stated in the copy of the Lease attached.

(xiii) To the best of Tenant's knowledge, Landlord has fully performed all of its obligations under the Lease and is not in default under any term of the Lease, and no circumstances exist under which Landlord may be deemed in default merely upon service of notice or passage of time, or both.

(xiv) Tenant has fully performed all of its obligations in accordance with the terms of the Lease and is not in default under any terms of the Lease. In addition, no circumstances exist under which Tenant may be deemed to be in default merely upon service of notice or the passage of time.

(xv) Tenant has no present defenses, right of offset or counterclaims against any rent due or to become due under the Lease, except: None.

(xvi) Tenant has not filed and is not the subject of any filing for bankruptcy or reorganization or receivership under federal or state laws.

(xvii) Tenant has received no notice from any insurance company of any defects or inadequacies in the Premises.

(xviii) Tenant acknowledges that this Certificate will be relied upon by Purchaser in acquiring the real property and improvements of which the Premises are a part and agrees that it will inure to the benefit of Purchaser, its the successors and assigns, and the successors and assigns of Tenant. Upon consummation of the sale transfer, assignment and conveyance to Purchaser of all right, title and interest of Landlord in and to the Premises, Tenant will attorn to and recognize Purchaser as the "Landlord" under and with respect to the Lease and agrees that, subject to the matters stated herein, the Lease shall continue in full force and effect as a direct lease between Purchaser, as "Landlord" thereunder, and Tenant.

(xix) The person signing this Certificate on behalf of Tenant is duly authorized to do so.

IN WITNESS WHEREOF, Tenant has executed this Certificate, or has caused this Certificate to be executed by its duly authorized officer/representative, as of the day and year first above written.

TENANT:

The County of Hidalgo

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

S:\WORK\FILES\TripleR\Community\Estoppel certificates\Hidalgo County.wpd

**MODIFICATION OF LEASE**

Date: \_\_\_\_\_, 2015

Lease

Date:

Landlord: Triple R Medical Facilities, Ltd.

Tenant: The County of Hidalgo

Premises

Los Alamos Professional Plaza, Suite 107  
427 E. Duranta Ave  
Alamo, Texas 78516

Lease Commencement Date: \_\_\_\_\_

Lease Termination Date: \_\_\_\_\_

Landlord and Tenant agree to the following modification:

1. The last sentence of Article I, Paragraph 1.1 is deleted.
2. The Lease is ratified as modified.

**LANDLORD**

**TENANT**

TRIPLE R MEDICAL FACILITIES, LTD., a  
Texas limited partnership

The County of Hidalgo

By: Triple Medical Management Co., LLC,  
its sole general partner

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Concepcion R. Medina, President

Title: \_\_\_\_\_

AI-42105  
CC REGULAR

Purchasing Department 19. A. 3.

Meeting Date: 12/10/2013

Submitted For: Martha L. Salazar

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

---

Information

CAPTION

Request by lessor, Triple R Medical Facilities (with recommendation from UCP Director to CC to approve) for additional days on the acceptance date of construction of the "Lease of Office Space for Urban County Program" with extension through end of December 2013 through project #C-13-177-07-23.

BACKGROUND

Article 1. Term- Acceptance of Lease was within 120 Days (Nov. 30, 2013). Lease office space will be available to move in by December 26, 2013.

---

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

NO Budgetary Impact

---

Attachments

Letter from Triple R Facilites

Ms. Serna's Recomendation

---

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/06/2013 10:31 AM
Budget & Management	Debbie Tamez	12/06/2013 11:10 AM
Auditor's Office	Monica Badillo	12/06/2013 04:58 PM
Form Started By: Rocio Villarreal		Started On: 12/04/2013 05:17 PM
Final Approval Date: 12/06/2013		