

**AMENDMENT TO AGREEMENT FOR MENTAL HEALTH AND MENTAL
RETARDATION SERVICES IN JOHNSON COUNTY, TEXAS**

This Amendment to the Agreement for Mental Health and Mental Retardation Services in Johnson County, Texas (hereinafter referred to as the "Amendment") is an amendment to the agreement between Johnson County (hereinafter referred to as "County") and Pecan Valley Centers (hereinafter referred to as "Pecan Valley") titled "Agreement for Mental Health and Mental Retardation Services in Johnson County, Texas" (hereinafter referred to as the "Agreement") dated September 25, 2006 and is for the purpose of setting forth the terms and conditions of the lease between County and Pecan Valley regarding the Administration Building located at 1601 North Anglin, Cleburne, Texas 76031 (hereinafter referred to as the "Building") and adding a provision to allow Pecan Valley to sublease a portion of the Building. It also includes updates to outdated language in the "Agreement." The Amendment sections that set forth the terms and conditions of the lease between County and Pecan Valley and permit Pecan Valley to sublease shall only affect the Administration Building located at 1601 North Anglin Street, Cleburne, Texas and will in no way affect or modify any other terms and conditions of the aforementioned Agreement between County and Pecan Valley which shall remain in full force and effect. In the Amendment, Johnson and Pecan Valley may be referred to individually as a "Party" or collectively as "Parties".

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

1. The effective term of this Amendment shall begin on the date of the last Party to sign this Amendment and will remain in effect through the term of the Agreement between County and Pecan Valley dated September 25, 2006.
2. The Parties agree that a portion of the building located at 1601 North Anglin, Cleburne, Texas 76031 (the "Building") may be subleased by Pecan Valley for the express purpose of housing a pharmacy that will provide medications to clients of Pecan Valley provided, that any pharmacy located in the Building will not be a pharmacy that is open to the general public as a retail pharmacy for customers to come and go from said premises.
3. The Parties agree that a pharmacy located in the Building may sell to the general public provided said pharmacy delivers the medications to customers. The Parties further agree that a pharmacy located in the Building may not place any signs on the exterior of the Building or place any signs anywhere on the property on which the Building is located.
4. The Parties agree that Pecan Valley's sublease to a pharmacy in the Building will be for an amount that is the Fair Market Value for similar properties in the market in which the Building is located.
5. The Parties agree that Pecan Valley shall forward to County, in full, the amount of rent that Pecan Valley receives from the party subleasing the portion of the Building for a pharmacy and that said rent amount will be forwarded to County monthly.

6. The Parties agree that any sublease between Pecan Valley and any pharmacy will not be for a term that extends beyond the termination date of the Agreement between County and Pecan Valley dated September 26, 2006.

7. The Parties agree that any sublease by Pecan Valley will include a provision that provides the sublease between Pecan Valley and any pharmacy subleasing will terminate in the event the lease between County and Pecan Valley is terminated.

8. The Parties agree that County will have the authority to review and approve any proposed sublease agreement between Pecan Valley and any third party pharmacy and that County must approve any proposed sublease agreement prior to Pecan Valley and any third party pharmacy entering into said sublease agreement.

9. The Parties agree that the following provisions shall apply to the lease of the Building between County and Pecan Valley:

- a. Pecan Valley shall use the Building for the purposes of the effective administration and coordination of mental health and intellectual disability services to the citizens of Johnson County, Texas pursuant to section 534.001 of the Texas Health and Safety Code and for no other purpose (the "Permitted Use") without the consent of County, which consent may not be unreasonably withheld, conditioned or delayed.
- b. Pecan Valley shall conform to all applicable laws and regulations of any public authority affecting the Building and the use of the Building, and correct at Pecan Valley's own expense any failure of compliance created through Pecan Valley's fault or by reason of Pecan Valley's use, but Pecan Valley shall not be required to make any structural changes to effect such compliance unless such changes are required because of Pecan Valley's specific use.
- c. Pecan Valley at its sole expense, shall keep the Premises neat, clean, and in a sanitary condition, and, except for acts of God, reasonable wear and tear, and damage by fire or casualty, shall at all times preserve the Building in as good repair as they are now or may hereafter be put. Pecan Valley shall be responsible, at Pecan Valley's sole expense, for all areas outside the Building, and shall maintain the Building and the property in a safe and sound, neat, clean, and sanitary condition and to the standard of comparable medical buildings in the county in which the Building is situated. Pecan Valley agrees to maintain the plumbing, electrical, heating, air conditioning and ventilation systems serving the Building and the structure, walls, roof, windows, and exterior of the Building, and the property. Pecan Valley's responsibilities for maintenance shall extend to the inside surfaces of interior walls and ceilings which are on the perimeter of the Building, and interior walls, flooring, paint, cabinetry, and interior fixtures located within the Building.
- d. If Pecan Valley fails or refuses to make repairs that are required by this Section 8, County may make the repairs and charge the actual costs of repairs to Pecan Valley. Such expenditures by County shall be reimbursed by Pecan Valley together with Pecan Valley's next monthly payment of Rent. Except in an emergency creating an

immediate risk of personal injury or property damage, County may not perform repairs that are the obligation of Pecan Valley and charge Pecan Valley for the resulting expense unless at least thirty (30) days before work is commenced, Pecan Valley is given notice in writing outlining with reasonable particularity the repairs required, and Pecan Valley fails within that time to initiate such repairs in good faith and to thereafter complete them with reasonable dispatch.

- e. Pecan Valley or a sub-lessee may make alterations and improvements to the Building with County's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, and the cost of such alterations, improvements, or additions shall be Pecan Valley's or sub-lessee's sole responsibility depending on who is making the alterations and improvements.
- f. All alterations, improvements, or additions shall be constructed in a good and workmanlike manner and in compliance with all applicable governmental laws, ordinances, codes and regulations and only after all required governmental permits therefore have first been obtained. County will cooperate with Pecan Valley in obtaining all required licenses, permits, and approvals with respect to such activities and shall sign all papers and documents at any time needed in connection with the same including, without limitation, such instruments as may be required for the laying out, maintenance, repair, replacement, and use of utilities of all kinds, provided, however, Pecan Valley shall pay all reasonable out-of-pocket expenses of County in connection with such activities.
- g. All improvements and alterations performed or installed in the Building by County, Pecan Valley, or sub-lessee, other than Pecan Valley's or sub-lessee's trade fixtures, shall be the property of County when installed unless County's consent specifically provides otherwise.
- h. If the Building is Partially Damaged (as defined below) by a casualty covered, or required to be covered, by an effective insurance policy under this Amendment or the Agreement, County shall at its expense repair the damage. County shall make all repairs as soon as reasonably possible and the lease shall continue in full force. Notwithstanding the provisions of this subsection (h), if the damage to the Building is such that Pecan Valley or sub-lessee cannot conduct its business in the same manner as prior to such casualty for sixty (60) consecutive days, then Pecan Valley shall have the right, upon written notice to County, to terminate the lease regarding this Building.
- i. If the Building is Partially Damaged by a casualty not covered or not required to be covered by an effective insurance policy under this Amendment or the Agreement, County may at its option either (i) repair the damage as soon as reasonably possible at County's expense, and the lease shall continue in full force, or (ii) give written notice to Pecan Valley within thirty (30) days after the date of the damage of County's intention to cancel and terminate the lease as of the date of the occurrence of damage. Pecan Valley may, within ten (10) days after receipt of County's notice to terminate, give written notice to County of Pecan Valley's intention to repair the damage at

Pecan Valley's expense, without reimbursement from County. The lease shall then continue in full force and Pecan Valley shall make repairs as soon as reasonably possible. If Pecan Valley does not give its notice after County elects termination, the lease shall be canceled and terminated as of the date of the occurrence of damage. Notwithstanding the provisions of this subsection (i), if the damage to the Building is such that Pecan Valley cannot conduct its business for sixty (60) consecutive days, then Pecan Valley shall have the right, upon written notice to County, to terminate the lease.

- j. "Partially Damaged" is herein defined as any damage, other than substantially total destruction of the Buildings, which can be repaired within six (6) months.
- k. If the Building is substantially totally destroyed from any cause whether or not covered by insurance (including any total destruction required by any authorized public authority), either Party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than forty (45) days following the date of damage. In such event all rights and obligations of the Parties shall cease as of the date of termination, and Pecan Valley shall be entitled to the reimbursement of any prepaid amounts paid by Pecan Valley and attributable to the anticipated term. If neither Party elects to terminate, County shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond County's reasonable control.
- l. The rent payable under the lease for the period during which repairs are made shall be abated and reduced to the extent the Building is untenantable commencing upon the date of the occurrence of such damage. If County does not commence repairs within thirty (30) days after its obligation to repair accrues under this section, Pecan Valley may cancel the lease by giving County written notice at any time prior to the commencement of repairs.

10. In addition, the Parties agree that the following changes to the Agreement should now be made due to dispositions of property or changes of circumstance that may have occurred over the course of the past 10 years:

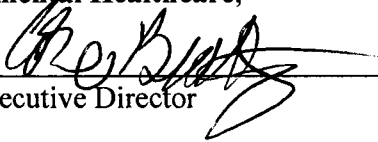
- a. All references to Section 531.001 of the Texas Health and Safety Code, in the Agreement, should read as "Section 534.001 of the Texas Health and Safety Code."
- b. Paragraph #1 on page 2 of the Agreement is changed to read, "Pecan Valley Center agrees to provide mental health and mental retardation services to the citizens of Johnson County which includes, but is not limited to, the provision, development and operation of shelter workshops, residential housing facilities, and rehabilitative services for mentally handicapped persons."
- c. Paragraph #2 on page 2 of the Agreement, 2.f. is deleted due to that property being sold.

- d. Paragraph #3 on page 3 of the Agreement, 3.b. should be changed to read "Short Street Apartments (2 units), 1709 Short Street #C, Cleburne, Texas 76031 due to 2 units being sold.
- e. Paragraph #3 on page 3 of the Agreement, 3.d. is deleted due to that property being sold.
- f. Paragraph #7 on page 3 is deleted, as this requirement has been fulfilled by Pecan Valley.

11. The Parties agree and acknowledge that County has complied with Paragraph #16 and Paragraph #17 on Page 5 of the Agreement regarding any property listed in Paragraph #2 on page 2 and Paragraph #3 on Page 3 of the Agreement by depositing the proceeds from the sale of the real property into a special account to be used by Johnson County for the purchase of real property to be used by Pecan Valley or for the purpose of maintenance, repair, remodel, and/or renovation of real property owned by Johnson County and used by Pecan Valley in providing mental health and/or mental retardation services to Johnson County.

By signing this Amendment, the undersigned certify that they have the authority to bind their respective Party to this Amendment's terms and conditions.

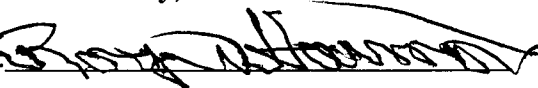
**Pecan Valley Centers for Behavioral and
Developmental Healthcare,**

By: 
Its: Executive Director

Address: 2101 West Pearl Street, PO Box 729
Granbury, TX 76048

Date: 6/17/2016

Johnson County, Texas

By: 

Its: County Judge, Roger Harmon

Address: 2 North Main Street
Cleburne, TX 76033

Date: 6/27/16