

**NOVEMBER 2011 AMENDMENT TO BUSINESS LEASE**

This NOVEMBER 2011 AMENDMENT TO BUSINESS LEASE (the "November 2011 Amendment") is made and entered into effective as of the \_\_\_ day of November, 2011, by between **D & H HOLDINGS, LLC**, an Arkansas limited liability company ("Lessor"), and **JONESBORO ANESTHESIA, INC.**, an Arkansas corporation ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain Business Lease on February 3, 2006 (the "Lease"); and

WHEREAS, Lessor and Lessee desire to amend the Lease as hereinafter set forth.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

1. Amendment to Lease. Section 1 of the Lease is amended to extend the term of the Lease until December 31, 2012. Thereafter, Lessor and Lessee agree the Initial Lease shall be terminated, and Lessee shall have no option to renew this Lease.

2. This November 2011 Amendment may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one in the same instrument binding on all parties. Delivery of a signed counterpart by facsimile transmission shall be effective as delivery of a manually signed counterpart of this November 2011 Amendment.

3. The Lease is hereby modified to reflect the terms of this November 2011 Amendment. All other provisions of the Lease not specifically modified herein, shall remain in full force and effect as set forth in the Lease.

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IN WITNESS WHEREOF, this November 2011 Amendment has been duly executed by Lessor and Lessee on this \_\_\_\_ day of November, 2011.

LESSOR:

Mercantile Center LLC  
~~D & H HOLDINGS, LLC,~~  
an Arkansas limited liability company

By: 

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

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

Paul Dedeuski  
Managing Member

LESSEE:

JONESBORO ANESTHESIA, INC.,  
an Arkansas corporation

By: 

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

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

J. Matt Parka  
CEO

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JONESBORO  
ANESTHESIA

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November 21, 2011

Mr. Jerry Halsey  
Halsey Real Estate  
4200 S. Caraway Road  
Jonesboro, AR 72404

RE: November 2011 Amendment to Business Lease

Dear Jerry:

Enclosed are two original copies of the above referenced Amendment. Please have both originals signed by representatives of D & H Holdings, LLC, and return a fully executed copy to me.

Thank you for your attention to this matter.

Best Regards,



J. Matt Parker

JMP:mcr

Enclosure

cc: Ms. Tracy Hatcher (w/ Encl.)

Current  
lease

## BUSINESS LEASE

THIS AGREEMENT made between D & H HOLDINGS, LLC (the Lessor) and JONESBORO ANESTHESIA, INC. (the Lessee), WITNESSETH:

For and in consideration of the covenants and agreements hereinafter contained, Lessor does hereby let, lease, and demise unto Lessee, and Lessee does hereby lease from Lessor, the premises more commonly described as 221 Hughes Drive, Suite C in the City of Jonesboro, County of Craighead, State of Arkansas.

TO HAVE AND TO HOLD the same unto the Lessee and unto the Lessee's successors and assigns, together with all privileges and appurtenances thereunto belonging, for the term and under the conditions hereinafter set forth.

1. TERM. The term of this lease shall be for a period of years. The lease term shall begin on January 1, 2006, and shall continue until December 31, 2011. At the end of the lease term, Lessee shall have the option to renew for a two (2) year term upon the same conditions state herein.

2. RENTAL. As rental for the premises, Lessee shall pay to Lessor rental in the amount of One Thousand Six Hundred and 00/100 Dollars (\$ 1,600.00) per month payable monthly in advance on or before the 1st day of each month during the term hereof. Said rental amount shall increase 3% annually beginning January 1 of each year of the term hereof.

3. SECURITY DEPOSIT. Lessor is not requiring a security deposit.

4. LATE FEES; INTEREST; ATTORNEYS' FEES. In addition to Rent and other charges described herein, Lessee shall be responsible for the following charges: (i) late fees in the amount of \$100.00 per month for each and every month in which Lessee fails to pay Rent before the 5<sup>th</sup> day of the month; (ii) reasonable attorneys fees Lessor may incur in connection with Lessor's enforcement caused by failure of Lessee to perform its obligations under this lease; and (iii) interest on any past due Rent or other debt Lessee may have to Lessor under this Lease in the lesser amount of : (x) Eight percent (8%) per annum or (y) the maximum amount of interest permitted by Arkansas law. For purposes of calculating attorneys' fees, Lessor shall have sole discretion as to the choice and necessity of legal counsel to enforce such obligations.

5. UTILITIES. Lessor shall be responsible for prompt and full payment as and when due of all charges for water, heating, cooling and lighting. Lessee shall be responsible for the prompt and full payment of phone charges and any other telephone or utility charges specific to the operation of Lessee's business. Lessor, at its expense, shall continue to provide Lessee with janitorial services on the leased premises.

6. TAXES. Lessor shall pay all ad valorem taxes and assessments due to improvement districts or governmental bodies which may be levied, assessed or charged against the leased premises by reason of the real property and premises leased hereunder. Lessee shall be responsible for all taxes attributable to the property of Lessee on the leased premises and for all

license, privilege, and occupation taxes levied, assessed, or charged against Lessee on account of the operation of the business from these premises.

7. REPAIRS. Lessor agrees that it will keep and maintain the exterior of the building on the leased premises, including the roof, walls, and exterior plumbing in good condition and repair. Lessor agrees to be responsible for the maintenance and normal operating condition of all heating, electrical and air conditioning equipment and interior plumbing on the premises. Lessee at its own cost and expense shall maintain and keep the interior and the plate glass portions of the premises in as good repair as when the premises were received, or in their highest state of repair during the lease term, ordinary wear and tear and casualties beyond Lessee's control alone excepted, and Lessee shall return the leased premises at the expiration or termination of this lease in good order and condition, excepting only ordinary wear and tear and casualties beyond Lessee's control.

8. ALTERATIONS. Lessee shall have the right and privilege to make, at Lessee's expense, ordinary repairs and alterations to the leased premises; provided, however, no alterations or changes of a structural nature shall be made without the prior written consent of Lessor.

9. FIXTURES. All trade fixtures installed by Lessee or acquired by Lessee independently of this lease shall remain Lessee's property and may be removed by Lessee at the expiration of this lease; provided, however, Lessee shall restore the leased premises and repair any damage thereto caused by such removal.

10. ACCEPTANCE OF PREMISES. It is expressly understood and agreed by the Lessee that it is leasing the demised premises in its current condition and that if the plumbing or electrical wiring proves to be inadequate for its purposes that it may, at its own expense, have such required additional plumbing and electrical wiring installed.

11. UNTENANTABILITY. Should the improvements on the leased premises, or any part thereof, be rendered unfit for occupancy for the purposes for which they are hereby let, by reason of fire, windstorm, or other act of nature or unavoidable casualty, the rentals hereinabove stipulated to be paid by the Lessee, or such proportion thereof as is related to that portion of the improvements on the premises rendered untenable by reason of such damage, shall be remitted and abated by Lessor while the same remains unfit for occupancy and until the premises involved shall have been repaired or returned to tenantable condition. Provided, however, Lessor [or Lessee] may, upon the occurrence of any such casualty, elect to terminate this lease if the cost of replacing or repairing the improvements so damaged upon the premises equals or exceeds [fifty per cent (50%)] of the property damage insurance coverage maintained by Lessor thereon. Lessor shall in no way be liable or responsible for any damage to any property of the Lessee in or about the leased premises by reason of flood, water, fire, windstorm or other casualty or act of nature.

12. RIGHT TO LEASE. Lessor hereby warrants and covenants with and unto Lessee that it has an absolute and indefeasible right to lease the leased premises.

13. CONDUCT OF BUSINESS AND USES. The leased premises are leased to Lessee for the purpose of carrying on the business of providing anesthesia medical services and related uses, and Lessee covenants and agrees with and unto Lessor that the premises will be used for those purposes and those related to them and no other, except with the prior written consent of Lessor. Lessee covenants and agrees that Lessee will not do or permit to be done anything in, upon, or about the leased premises that increases the hazard of fire beyond that which exists by reason of the uses and occupancy of the premises for the purposes mentioned. Lessee agrees to pay to Lessor, on demand, any increases in fire insurance premiums on the improvements and building which Lessor may be required to pay thereon by reason of any other use by the Lessee of the premises, and Lessee will not do or permit to be done anything within Lessee's control which would make the leased premises, or the improvements thereon, uninsurable in whole or in part. Lessee agrees that Lessee will not commit waste nor permit waste to be committed or done upon the leased premises.

14. LANDLORD'S INSPECTION RIGHTS. Lessor shall have the right to enter upon the demised premises for inspection purposes by giving reasonable notice to the Lessee.

15. SIGNS AND ADVERTISING. With the exception for the sign at the end of the building that faces East Street, no sign, picture, advertisement, or notice except on the glass of the doors or windows shall be displayed on any part of the outside of such building or on or about the premises hereby demised without the previous consent, in writing, of the Lessor, and the Lessor may remove the same without notice to the Lessee and at the Lessee's expense. Upon termination of this lease, Lessee will remove any sign, advertisement or notice painted on or affixed to the leased premises, and restore the place it occupied to the condition which existed as of the date this lease takes effect.

[Lessor may place a "for rent" or "for sale" sign on the leased premises during the last thirty (30) days this lease is in force.]

16. INDEMNITY AGAINST DAMAGE OR INJURY. Lessee agrees to defend, indemnify, and hold harmless the Lessor against any claim, expense, loss or liability as a result of any breach by Lessee, Lessee's agents, servants, employees, customers, visitors, or licensees, of any covenant or condition of this lease, or as a result of Lessee's use or occupancy of the leased premises, or as a result of the carelessness, negligence, or improper conduct of Lessee, Lessee's agents, servants, employees, customers, visitors, or licensees. Lessee agrees to keep and maintain at all times during the term hereof, in full force and effect, with a company or companies acceptable to Lessor, insurance against third party liability by reason of Lessee's occupancy of the leased premises with limits of liability of \$1,000,000.00 combined single limit against claims for personal injury, death or property damage occurring in, on or about the leased premises, and Lessor shall be a named insured in such policies.

17. DEFAULT BY LESSEE. Lessee shall be in default under the provisions of this lease agreement upon the happening of any of the following events or conditions if after written notice from the Lessor, Lessee fails to cure such default within ten (10) days after receipt of such notice (or fails to cure with due diligence if default is of such nature as to require more than 10 days):

(a) Failure to pay the rentals provided herein at the times, in the amounts and in the manner set forth or within five days after the date the same become due;

(b) Failure to keep or perform any of the covenants on the part of the Lessee herein to be kept or performed;

(c) Should the Lessee become insolvent, or become bankrupt, either voluntary or involuntary, or make any assignment for the benefit of creditors, or if a receiver be appointed for the benefit of Lessee's creditors, or if a receiver be appointed for Lessee to take charge of and manage Lessee's affairs, or if any levy of execution against the Lessee remains unsatisfied for a period of ten days from and after the levy of the same.

18. **DEFAULT BY LESSOR.** If Lessor defaults in the performance of any of the covenants, terms, conditions or provisions of this Lease, and after written notice from the Lessee, Lessor fails to cure such default within ten (10) days after receipt of such notice (or fails to cure with due diligence if the default is of such nature to require more than 10 days), then the Lessee may, at its option, (but shall not be required to do so), perform the same for the account of the Lessor and any amount paid or expenses incurred by the Lessee in the performance thereof shall be deemed prepaid rent and shall be deducted from the next installment and successive installments of rent that become due. Additionally, if the Lessor defaults in performance of this Lease, or if Lessor shall make an assignment for the benefit of creditors, or if the interest of the Lessor in the leased premises shall be sold under execution or other process of law, or if the Lessor shall be adjudged a bankrupt, or if receiver or trustee shall be appointed for the Lessor by any Court, and, after written notice from the Lessee, Lessor fails to cure such default or condition within 10 days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 10 days), then the Lessee may terminate the Lease without further notice to Lessor.

19. **REMEDIES IN THE EVENT OF DEFAULT.** In the event of a default by Lessee, during the term hereof, Lessor may, at Lessor's option, declare this lease thereupon terminated, and Lessor shall have the right to enter upon and take possession of the leased premises, either with or without notice, and to evict and expel Lessee and any or all of Lessee's property, belongings, and effects therefrom, without legal process and without thereby being guilty of any manner of trespass either at law or in equity which remedy is in addition to any other remedies of Lessor either at law or in equity, including, without limitation, the collection of delinquent rents, possession of the leased premises, damages for breach of this agreement by Lessee, or otherwise. No delay in or failure to exercise any of the options herein granted to Lessor by reason of a default shall be a waiver thereof, and the waiver on one occasion of a default shall not be deemed a waiver of Lessor's right to exercise its remedies by reason of the same or a similar default at any later occasion.

20. **AUTHORITY.** Lessee has the authority to enter into this Lease and agrees the terms of this Lease may be enforced against it in accordance with its terms.

21. **NO VIOLATION OF OTHER AGREEMENTS.** Lessee's execution of the Lease does not, as of the Effective date of this Lease, nor will it during the term of this Lease violate the terms and conditions of any other agreement to which the Lessee is a party.

22. REMEDIES CUMULATIVE AND NOT EXCLUSIVE. No remedy herein or otherwise conferred upon or reserved to Lessor shall be considered exclusive of any other remedy, and the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statutes. Every power and remedy given by this Lease to Lessor may be exercised from time to time and as often as occasion may arise or as may be deemed expedient.

23. WAIVER OF SUBROGATION. Lessor and Lessee and all parties claiming under them hereby mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard covered by insurance on the leased premises, or covered by insurance in connection with the property or activities conducted on the leased premises, regardless of the cause of the damage or loss.

24. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this lease, nor sublet the leased premises or any part thereof, without the prior consent in writing of Lessor. The consent by Lessor to a particular assignment or subletting shall not be construed to relieve Lessee from the obligation to obtain the consent in writing of Lessor on any other or future assignment or subletting.

25. SURRENDER OF POSSESSION. At the end of the term of this lease, or upon earlier termination by Lessor in accordance with the options herein reserved, Lessee agrees to surrender possession of the leased premises without demand. Should Lessee fail so to do, Lessee shall be responsible in addition to the damages generally recoverable by Lessor by reason of any breach by Lessee, for all damages Lessor may sustain, including claims made by any succeeding tenant against Lessor which are founded upon delay or failure in delivering possession of the leased premises to such succeeding tenants. Lessee hereby waives any and all notice to which Lessee may otherwise be entitled under the laws of the State of Arkansas as a prerequisite to a suit against Lessee for the unlawful detention of the leased premises.

26. BINDING EFFECT. This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors, legal representatives and assigns, except as expressly limited otherwise herein.

27. TIME OF ESSENCE. The time of the making of the payments and of the keeping of the covenants herein are of the essence of this agreement and the parties hereto so agree.

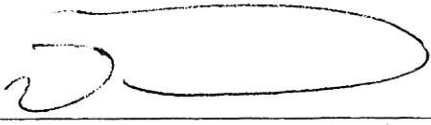
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IN WITNESS WHEREOF, the parties have hereunto set their hands this 3<sup>rd</sup> day of February, 2006.

LESSOR:

D & H HOLDINGS, LLC

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

LESSEE:

JONESBORO ANESTHESIA, INC.

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