



**In The
Court of Appeals
Seventh District of Texas at Amarillo**

No. 07-12-00480-CV

**INITIATIVES HEALTHCARE, INC., INITIATIVES HEALTHCARE, LLC, JOHN
EDWARD MCEACHERN, DARIO LORENZO LIZARRAGA, MICHAEL F. BOYER,
GARY FAULKNER, APPELLANTS**

V.

DIVLEND EQUIPMENT LEASING, LLC, APPELLEE

On Appeal from the 72nd District Court
Lubbock County, Texas
Trial Court No. 2012,502,283, Honorable Ruben Gonzales Reyes, Presiding

October 31, 2013

MEMORANDUM OPINION

Before QUINN, C.J., and HANCOCK and PIRTLE, JJ.

I concur. As noted by the majority, each guaranty included a passage whereby the guarantor agreed to guarantee the payment of "rent and all other amounts payable . . ." as well as the "*performance by the Lessee of all of the Lessee's other obligations under the Lease.*" (Emphasis in majority's opinion). Agreeing within the lease to adjudicate all claims in Texas is no less of an "obligation" imposed on the

lessee than the obligation to pay rent for the items leased. Consequently, the guarantors were also bound to perform that obligation.

Brian Quinn
Chief Justice