

November 30, 2007

Mr. John Sneed, Director
Williamson County EMS
303 Martin Luther King
Georgetown, TX 78626

Via Courier Delivery

Re: Williamson County EMS Lease – 2801 Oakmont Drive

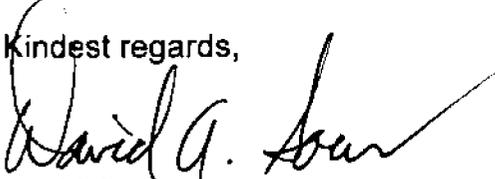
Dear John:

I have attached three (3) original copies of the lease for the above referenced space. Upon approval, please have all three originals executed, retain one for your files and return the other two originals to me at the following address:

Burke Real Estate Group
Attn: David Sour
2590 Oakmont Drive, Suite 210
Round Rock, TX 78665

If you have further questions, please feel free to contact me at (512) 439-4057, or via email at dsour@burkegroup.net.

Kindest regards,


David A. Sour

Encl.

BASIC LEASE INFORMATION

"Landlord": CHANDLER CREEK, L.P., a Delaware limited partnership
 Landlord's Address: c/o Burke Real Estate Group
 2590 Oakmont Drive, Suite 210
 Round Rock, Texas 78665
 Landlord's Contact Person: Ken Wheeler,
 (512) 439-4050
 "Tenant": WILLIAMSON COUNTY, a political subdivision of the State of Texas
 Tenant's Address: 710 Main Street, Suite 101, Georgetown, Texas 78626
 Tenant's Contact Person: John Sneed
 Director
 Williamson County EMS
 P.O. Box 873
 Georgetown, TX 78627-0873
 (512) 943-1264
 "Premises": 2801 Oakmont Drive, Suite 900, Round Rock, Texas 78665. The Premises contain approximately 1,787 rentable square feet and are shown and outlined on the floor plan of the building (the "Building") attached hereto as **Exhibit A-1**. The Building contains approximately 26,728 rentable square feet and is shown on the site plan of the Property attached hereto as **Exhibit A-2**. The Property is described on **Exhibit B** attached hereto. "Property" refers to the land described on **Exhibit B**, together with the Building and all exterior site improvements located thereon from time to time.
 "Term": The period beginning on the Commencement Date and ending on the last day of the month that is TWENTY-FOUR (24) months after the Commencement Date. As used herein, "Term" shall include all valid renewals or extensions (whether or not expressly stated) unless the context clearly indicates to the contrary.
 "Delivery Date": The date upon which Landlord delivers the Premises to Tenant.
 "Lease Year": The first Lease Year shall begin on the Commencement Date and end on the last day of the twelfth full calendar month thereafter. Each successive Lease Year shall consist of the twelve month period during the Term which immediately follows the preceding Lease Year.
 "Base Rent":

	<u>Period</u>	<u>Monthly Rent</u> <u>Industrial Gross base</u> <u>year 2007</u>	<u>Rate per Rentable</u> <u>Square Foot Per Month</u> <u>IG BY2007</u>
	Months 1-24	\$2,063.99	\$1.155

 "2007 Property Taxes": \$0.1792 psf/month
 "Security Deposit": \$0.00
 Permitted Use: EMS Station and Administrative functions related thereto.

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"Guarantor": n/a

"Tenant's Share": SIX AND SIXTY-SEVENTY HUNDRETHS percent (6.67%). "Tenant's Share" shall mean a fraction, the numerator of which is the gross rentable area contained in the Premises and the denominator of which is the gross rentable area contained in the Building. In the event of any dispute as to the number of square feet in the Building, the calculation of Landlord's architect shall resolve the dispute.

The Initial "Monthly Payment" (as defined in Paragraph 4(a)) will equal the sum of the initial:

Base Rent:	<u>\$2,063.99</u>
Total Initial Monthly Payment:	<u>\$2,063.99</u>

The foregoing Basic Lease Information is hereby incorporated into and made a part of the lease attached hereto.

Each reference in the lease to any of the information and definitions set forth in the Basic Lease Information shall mean and refer to the information and definitions set forth above and shall be used in conjunction with and limited by all references thereto in the provisions of the lease. If there is a conflict between any Basic Lease Information and the lease, the lease will control. The "Effective Date" will be the date the last party to the lease signs below.

EXECUTED BY LANDLORD, this 29th day of November, 2007.

CHANDLER CREEK, L.P., a Delaware limited partnership

By: Chandler Creek Company, a Delaware corporation, General Partner

By: [Signature]
Brian R. Burke, President

Address: c/o Burke Real Estate Group
1805 E. Garry Avenue, Suite 100, Santa Ana, California 92705

EXECUTED BY TENANT, this ___ day of _____, 2007.

WILLIAMSON COUNTY, a political subdivision of the State of Texas

By: [Signature]

Name: Judge Dan A. Gattis
Title: Williamson County Judge

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LEASE AGREEMENT

Between

CHANDLER CREEK, L.P.

as Landlord,

and

WILLIAMSON COUNTY, A POLITICAL SUBDIVISION
OF THE STATE OF TEXAS

as Tenant,

Covering approximately 1,787 gross rentable square feet
of the Building locally known as

2801 Oakmont Drive, Suite 900

Round Rock, Texas, 78664.

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LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into between the Landlord and Tenant named in the Basic Lease Information.

1. DEFINITIONS AND BASIC PROVISIONS. The definitions and basic provisions set forth in the Basic Lease Information (the "Basic Lease Information") executed by Landlord and Tenant together with this Lease are incorporated herein by reference for all purposes, and shall be used in conjunction with and limited by the reference thereto in the provisions of this Lease.

2. LEASE GRANT. In consideration of the mutual obligations of Landlord and Tenant set forth herein, Landlord leases to Tenant, and Tenant takes from Landlord, the Premises, beginning on the Commencement Date and ending on the last day of the Term, unless otherwise terminated as provided herein. Although the Term does not begin until the Commencement Date, this Lease evidences a binding contract between Landlord and Tenant, effective on the Effective Date. Landlord shall not be in default under this Lease if Landlord does not deliver the Premises to Tenant on the Effective Date for any reason whatsoever, nor shall Landlord be liable or responsible for any claim, damage or liability by reason of any delay in delivery; provided, however, Tenant's obligation to pay the Monthly Payment shall be abated until which time Landlord delivers possession of the Premises to Tenant. Landlord agrees to deliver possession of the Premises on January 1, 2008, which will be deemed to be the Commencement Date. This term of this lease is for twenty-four (24) months and the Expiration Date will be December 31, 2009.

3. IMPROVEMENT OF PREMISES. Unless specific construction obligations of Landlord are set forth in Exhibit D attached hereto, Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Premises, the Building or the Property or with respect to the suitability of same for the purpose herein intended. By executing this Lease, Tenant shall be deemed to have accepted the Premises, Building and Property as suitable for the purpose herein intended and to have acknowledged that same comply fully with Landlord's obligations. **BEFORE SIGNING THIS LEASE, TENANT IS ADVISED TO CONDUCT INDEPENDENT INSPECTIONS OF THE PREMISES, BUILDING AND PROPERTY IN ORDER TO DETERMINE THEIR SUITABILITY FOR TENANT'S PURPOSES.** Any improvements to the Premises by Tenant shall be installed by Tenant in accordance with Exhibit D. The list of improvements to be installed by Tenant is included in Exhibit D. If Tenant delivers to Landlord the certificates or policies of insurance required by this Lease, and complies with all provisions of Exhibit D, Tenant and its employees, agents, contractors and suppliers may enter the Premises before the Commencement Date to prepare the Premises for Tenant's occupancy. Any such entry shall be under all of the terms of this Lease (except the obligation to pay the Monthly Payment) and at Tenant's sole risk. **LANDLORD SHALL NOT BE LIABLE IN ANY WAY FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE (INCLUDING DAMAGE TO ANY PERSONAL PROPERTY WHICH TENANT MAY BRING INTO, OR ANY WORK WHICH TENANT MAY PERFORM IN, THE PREMISES) WHICH MAY OCCUR IN OR ABOUT THE PROPERTY TO TENANT OR SUCH OTHER PERSON OR FIRM AS A RESULT OF ANY SUCH ENTRY, INCLUDING WITHOUT LIMITATION DAMAGE RESULTING FROM, OR ALLEGED TO RESULT FROM, LANDLORD'S NEGLIGENCE.** The number of rentable square feet in the Premises shall be calculated by measuring from the exterior faces of exterior walls or from the center of any shared or party walls of all floors within the exterior footprint of the Premises; the rentable square feet of the Premises includes a proportionate allocation of the square footage of the Building lobby(ies), service corridors, telephone, mail and engineering rooms and other Building service and common areas. The rentable square feet in the Building shall be calculated by measuring from the exterior faces of exterior walls within the exterior footprint of the Building. The rentable square feet of the Premises and the Building have been calculated on the basis of the foregoing definitions in general, and are hereby stipulated for all purposes hereof to be as set forth in the Basic Lease Information, whether the same should be more or less as a result of minor variations resulting from actual construction and completion of the Premises or the Building.

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4. BASE RENT, SECURITY DEPOSIT, ESCROW DEPOSITS AND LATE PAYMENTS.

- a. Base Rent. For each month of the Term, Tenant shall pay Landlord, in advance, without demand, deduction or set off, the Monthly Payment. Each Monthly Payment is the sum of the Base Rent (adjusted as set forth in the Basic Lease Information), the Additional Rent (adjusted as set forth in Exhibit D) and one-twelfth (1/12) of the estimated amount of Tenant's Share of the Tenant Tax payments (as described in Paragraph 4(b) below). Except as otherwise set forth herein, the initial Monthly Payment will be in the amount set forth in the Basic Lease Information and is due and payable on the Effective Date. Except as otherwise set forth herein, the second Monthly Payment will be due and payable on or before the first day of the month after the month in which the Commencement Date occurs, and each succeeding Monthly Payment will be due and payable on or before the first day of each succeeding month during the Term. If there is a fractional month at the beginning of the Term, the second Monthly Payment shall be prorated based on one-thirtieth (1/30) of the initial Monthly Payment for each day of the fractional month which is included in the Term.
- b. Tenant Pays increases in Property Tax over 2007 Property Tax. As additional rent under this Lease, Tenant shall pay to Landlord Tenant's Share of any increase in Taxes (hereinafter defined), over the amount of 2007 Taxes. Tenant Tax payments are based upon estimated amounts for the year in question, and payable as a part of the Monthly Payment. These payments will increase or decrease annually to reflect the projected amount of the Tenant Tax payments for the year in question. If Tenant's total Tenant Tax payments for any calendar year are less than Tenant's Share of the actual increase in Taxes over the amount of 2007 Taxes for such calendar year, Tenant shall pay the difference to Landlord within fifteen (15) days after demand. If Tenant's total Tenant Tax payments for any calendar year exceed Tenant's Share of the actual increase in Taxes over the amount of 2007 Taxes for such calendar year, Landlord will credit the excess against the Tenant Tax payments next due after such determination.
- c. Late Charge. If Tenant does not make any payment due hereunder within five (5) days after the payment is due, to compensate Landlord for the additional time and expense incurred because of the late payment, Tenant shall pay to Landlord on demand a late charge equal to five percent (5%) of the late payment. This late charge is in addition to Landlord's other rights and remedies hereunder or at law, and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.
- d. Interest on Past Due Amounts. If Tenant does not make any payment due hereunder within thirty (30) days after the payment is due, then Tenant shall pay to Landlord interest, in accordance with Texas Government Code Section 2251.025, on the overdue amount from the date due until paid at an annual rate (the "Past Due Rate"). Pursuant to Texas Government Code Section 2251.025, the Past Due Rate that shall accrue on a late payment is the rate in effect on September 1 of Tenant's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

5. TAXES

- a. Real Property Taxes. The term "Taxes" means all taxes, assessments and governmental charges of any kind and nature (collectively referred to herein as "Taxes") that accrue against the Property and the Building.
- b. Personal Property Taxes. Tenant shall be liable for, and shall pay, all taxes levied or assessed against any personal property or fixtures placed in or on the Premises by or on behalf of Tenant. If any such taxes are levied or assessed against Landlord or the Property, and (i) Landlord pays the same or (ii) the assessed value of the Property is increased by inclusion of such personal property and fixtures and Landlord pays the increased taxes, then Tenant shall pay to Landlord, upon demand, the amount of such taxes.

6. LANDLORD'S REPAIRS AND MAINTENANCE.

- a. Structural Repairs. Landlord shall maintain the foundation, roof, and exterior painting and structural soundness of exterior walls of the Building in good repair, reasonable wear and tear excluded. Upon discovery of any defect or need for repairs, Tenant shall give Landlord written notice of same, after which Landlord shall have thirty (30) days, or such longer period as reasonably may be necessary, to effect such repairs or cure such defect.
- b. Exterior Improvements. Landlord shall maintain the exterior site improvements situated on the Property in good repair, reasonable wear and tear excluded. Upon discovery of any defect or need for repairs, Tenant shall give Landlord written notice of same, after which Landlord shall have thirty (30) days, or such longer period as reasonably may be necessary, to effect such repairs or cure such defect.
- c. Mechanical Systems. Landlord's obligation to maintain, repair and make replacements to the Premises shall cover the maintenance, repair and replacement of all HVAC, electric, plumbing, sprinkler and other mechanical system (except those systems installed or modified by Tenant). If any repairs required to be made by Landlord hereunder are not made within fifteen (15) days after written notice delivered to Landlord by Tenant, Tenant may, at its option, make such

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repairs, and Landlord shall pay to Tenant within fifteen (15) days after demand the cost of such repairs plus ten percent (10%) of the amount thereof.

- d. Exclusions. Tenant shall reimburse Landlord for the cost of any repairs described in this Paragraph 6 which are occasioned by the act or negligence of Tenant, its agents, employees, subtenants, licensees, contractors, or concessionaires, including without limitation, repairs to plumbing facilities which result from deposit of improper materials into the plumbing system. Landlord has no obligation to maintain the Property, Building or Premises except as expressly stated in this Paragraph 6.

7. TENANT'S REPAIRS.

- a. Maintenance of Premises and Appurtenances. Tenant, at its own cost and expense, shall (i) maintain all parts of the Premises which are not expressly Landlord's responsibility under Paragraph 6 and promptly make all necessary repairs and replacements to the Premises (unless Landlord is expressly responsible hereunder for such repairs), and (ii) keep the exterior site improvements on the Property free of trash and debris from Tenant's use. Tenant's obligation to maintain, repair and make replacements to the Premises shall cover, but not be limited to, pest control (including termites), and trash removal. Tenant shall take all steps necessary to transfer to Landlord any and all warranties, if any, applicable to the Premises that are obtained by Tenant during the Term. Subject to Landlord's prior written approval as to location, appearance, size and type of receptacle, Tenant may place a trash receptacle upon the Property. Tenant shall take all precautions necessary to keep all plumbing units, pipes and connections within the Premises free from obstruction and protected against ice and freezing. Tenant agrees to perform regularly scheduled preventive maintenance and service for all hot water, heating and air-conditioning systems and equipment within the Premises. This must include replacement of filters on a regular basis and all services suggested by the equipment manufacturer in its operations/maintenance manual. If any repairs required to be made by Tenant hereunder are not made within fifteen (15) days after written notice delivered to Tenant by Landlord, Landlord may, at its option, make such repairs without liability to Tenant for any loss or damage which may result to its stock or business by reason of such repairs, and Tenant shall pay to Landlord within fifteen (15) days after demand as additional rental hereunder the cost of such repairs plus ten percent (10%) of the amount thereof.
- b. Parking. Tenant and its employees and customers may use Tenant's Share (and only Tenant's Share) of the parking spaces on the Property which serve the Building, which for the purposes of this lease shall be SEVEN (7) parking spaces, subject to (i) all rules and regulations promulgated by Landlord, from time to time, and (ii) rights of ingress and egress of other tenants. Landlord is not responsible for enforcing Tenant's parking rights against third parties, and Tenant does not have the right to tow or obstruct improperly parked vehicles. Tenant shall not park on any public street or private roadways adjacent to or near the Property, and Tenant shall prohibit its employees or customers from parking on such streets or roadways. As a part of the rules and regulations Tenant agrees that Landlord may impose fines for improper use of the parking areas or street parking, may designate specific areas on the Property where Tenant's employees must park, may designate "visitor parking" for customers of all tenants of the Building, and may elect to remove any improperly parked vehicles by towing or otherwise, in which event, if one of Tenant's employees or customers is the offending party, Tenant shall reimburse Landlord for the cost of removal upon demand from Landlord, and shall hold Landlord harmless from any loss, expense or claims arising out of such removal. Landlord may close temporarily any part of the exterior site improvements for such periods of time as may be necessary to prevent the public from obtaining prescriptive rights, to make repairs or alterations, or for other reasonable purposes.
- c. Option to Maintain Premises. Landlord may elect to perform, in whole or in part, upon at least thirty (30) days notice to Tenant, any or all of the obligations which Tenant is required to perform under this Paragraph 7, in which event the cost of such performance shall be charged to Tenant and Tenant shall pay to Landlord within fifteen (15) days after demand as additional rental hereunder the cost of such performance plus ten percent (10 %) of the amount thereof.

8. ALTERATIONS. Tenant shall not make any alterations, additions or improvements to the Premises without Landlord's prior written consent, such consent will not be unreasonably withheld. Landlord is not obligated to notify Tenant whether it consents to an alteration, addition or improvement until Landlord (a) has received plans and specifications reflecting same in both a blue-line and CAD disk format which are sufficiently detailed to describe fully the work to be performed, and (b) has had a reasonable opportunity to review them (which shall not be less than fifteen (15) business days). If the alteration, addition or improvement may affect the Building's structure, or mechanical, electrical, or plumbing systems, then the plans and specifications therefor must be prepared by a licensed engineer reasonably acceptable to Landlord. Landlord's approval of any plans and specifications will not represent that the plans or the work depicted thereon will comply with law or be adequate for any purpose, but shall constitute only Landlord's consent to performance of the work. Upon completion of an alteration, addition, or improvement, Tenant shall deliver to Landlord accurate, reproducible as-built plans therefor in both blue-line and CAD disk formats. Tenant may install shelves, bins, machinery and trade fixtures so long as such items (1) do not alter the basic character

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of the Premises or the Building; (2) do not overload or damage same; and (3) may be removed without material damage to the Premises. Unless Landlord specifies in writing otherwise, all alterations, additions, and improvements installed in the Premises by Tenant shall be Landlord's property upon installation and Tenant has no duty to restore. All shelves, bins, machinery and trade fixtures installed by Tenant must be removed on or before the earlier to occur of the day of termination or expiration of this Lease or the date Tenant vacates the Premises, and upon removal, Tenant shall restore the premises to a commercially tenantable condition, allowing for reasonable wear and tear. All work performed by Tenant in the Premises (including that relating to the installation, repair, replacement, or removal of any item) shall be performed in accordance with all applicable governmental laws, ordinances, regulations, and with Landlord's specifications and requirements, in a good and workmanlike manner, and so as not to damage or alter the Building's structure or the Premises, and in such manner as to cause a minimum of interference with other construction in progress and with other tenants of the Building. Tenant shall comply with The Americans With Disabilities Act of 1990, and all asbestos testing requirements of the State of Texas or local municipality. Notwithstanding any other provision of this Paragraph 8, (i) all venting, opening, sealing, waterproofing or any altering of the roof in connection with a Tenant required addition or improvement shall be performed by Landlord's roofing contractor at Tenant's expense, and (ii) when such work is complete, Tenant shall furnish Landlord a certificate stating that all work has been completed in accordance with the plans and specifications approved by Landlord. In connection with any alteration, addition, or improvement performed by Tenant, Tenant hereby holds Landlord harmless from any damage to the Premises or Building resulting, directly or indirectly from venting, opening, sealing, waterproofing or in any other way altering the roof or otherwise if such work is performed by Tenant or Tenant's contractors.

9. **SIGNS.** Any sign which Tenant desires at the Premises must be approved by Landlord in writing. A request for approval shall be submitted to Landlord before the Commencement Date of this Lease. Tenant shall repair, paint and/or replace the Building fascia surface to which its signs are attached when Tenant vacates the Premises or removes or alters its signs. Without Landlord's prior written consent, Tenant shall not, (i) change the exterior of the Premises (including painting); (ii) install any exterior lights, decorations, balloons, flags, pennants or banners; or (iii) erect or install any signs, windows or door lettering, placards, decorations or advertising media of any type which can be viewed from outside the Premises. All signs, decorations, advertising media, blinds, draperies and other window treatment, bars or other security measures visible from outside the Premises shall conform in all respects to the criteria established by Landlord or shall be otherwise subject to Landlord's prior written consent, such consent will not be unreasonably withheld. Tenant is allowed to install 1" horizontal, brushed aluminum miniblinds.

10. **UTILITIES.**

- a. **General Utility Service.** Landlord shall cause to be provided and maintained to the points on the exterior wall of the Premises or the top surface of the foundation slab where the particular utility enters therein, mains, conduits and other facilities necessary to supply water, electricity, telephone service and sewerage service to the Premises. **TENANT IS SOLELY RESPONSIBLE FOR INVESTIGATING THE CAPACITY OF THE SERVICE AVAILABLE TO THE PREMISES.** Landlord shall pay for all water, and sewer, used on the Premises. Tenant shall pay for all light, power, telephone and gas charges used on or at the Premises, along with any taxes, penalties, surcharges or similar charges pertaining to Tenant's use of the Premises, and along with any maintenance charges for such utilities. These payments shall be made directly to the provider of the utility service if the service is separately metered. . If Landlord, in Landlord's reasonable discretion, determines that Tenant is using any commonly-metered service in a greater amount than other tenants of the Building, Landlord may require Tenant to separately meter such utility service at Tenant's expense. Landlord shall not be liable for any interruption or failure of utility service on the Premises, and Tenant shall have no rights or claims as a result of any such failure. If water is not separately metered to the Premises, Tenant shall not use water and sewer capacity for any use other than normal domestic restroom use. Tenant shall reimburse Landlord for the entire amount of common water and sewer costs as additional rent if Tenant violates the preceding sentence, including but not limited to the cost of acquiring additional sewer capacity to service Tenant's excess sewer use.
- b. **Telecommunications.** References in this Lease to "telecommunications service" or "telecommunications service facilities" include all communications services or facilities that enable communication at a distance, including without limitation, telephone services, cable services, broadcast services and the Internet. Tenant may contract for the provision of telecommunications service to the Premises, but (i) if any such contract requires the installation of telecommunications service facilities outside the Premises, Tenant must obtain Landlord's prior written consent thereto (which consent will not be unreasonably withheld), and (ii) all such contracts must be with telecommunications service providers (each, a "Provider") holding the necessary authorization required by federal, state and local law. Alterations required to install telecommunications service facilities shall comply with Paragraph 8. Landlord may require Tenant to remove all or any telecommunications service facilities, at Tenant's cost, upon termination of this Lease. Tenant shall hold Landlord harmless from and against all and any fines, suits, claims, demands, losses, liability, actions and costs (including court costs and attorney's fees) arising from any activity, work or thing done, permitted or suffered by Tenant in regard to the installation, operation, repair, maintenance or removal of any telecommunications service

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facilities. Landlord may take reasonable precautions or impose reasonable conditions on a Provider in order to protect the safety, security, appearance and condition of the Property and the safety and convenience of persons in or on it; impose reasonable limitations on the times at which a Provider may have access to the Property; require the Provider to agree to indemnify Landlord for damage caused in connection with installing, operating or removing a telecommunications service facility; limit the number of Providers that have access to the Building, if Landlord reasonably determines that space constraints justify the limitation; and charge a reasonable and nondiscriminatory fee to Tenant or to the telecommunications service provider for installation of the telecommunications service facilities. In order for Tenant to install a satellite dish on the roof of the Premises, location, size and method of installation will be subject to Landlord's written consent (which consent will not be unreasonably withheld). At the end of the Lease, Tenant must restore roof to original condition.

11. INSURANCE.

- a. Landlord's Insurance. Landlord may maintain fire and extended coverage insurance, business interruption insurance and general liability insurance (including excess liability coverages) in amounts determined by Landlord.
- b. Tenant's Insurance. Tenant shall maintain (i) a policy or policies of comprehensive general liability insurance pertaining to its use and occupancy of the Premises, such insurance to afford minimum protection of not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit coverage for bodily injury, death to any one person or property damage in any one occurrence, (ii) a contractual liability coverage endorsement with "incidental contract" coverage including all oral or written contracts relating to the named insured's business, and (iii) fire and extended coverage insurance covering the replacement cost of (A) all alterations, additions, partitions and improvements installed or placed on the Premises by Tenant or on behalf of Tenant; and (B) all of Tenant's personal property contained within the Premises. All the above policies shall have the premiums thereon fully paid in advance, and shall be issued by and binding upon the Texas Municipal League Risk Pool. All liability policies shall name Landlord and such other persons as Landlord may specify as additional insured parties, and shall insure Landlord's and such other persons contingent liability under or in connection with this Lease (except that Tenant also shall maintain a workers' compensation policy, which shall include a waiver of subrogation endorsement in favor of Landlord). All policies required herein shall provide that the insurance may not be canceled unless thirty (30) days prior written notice has been given to Landlord. All policies or certificates thereof shall be delivered to Landlord by Tenant on or before the Delivery Date and at least ten (10) days before each renewal of said insurance.
- c. Prohibited Uses. Tenant will not permit the Premises to be used for any purpose or in any manner that would (i) void the insurance thereon, (ii) increase the insurance risk or cost thereof, or (iii) cause the disallowance of any sprinkler credits; including without limitation, use of the Premises for the receipt, storage or handling of any product, material or merchandise that is explosive or highly inflammable. If any increase in the cost of any insurance on the Premises or the Building is caused by Tenant's use of the Premises or because Tenant vacates the Premises, then Tenant shall pay the amount of such increase to Landlord upon demand therefor.

12. FIRE AND CASUALTY DAMAGE.

- a. Total or Substantial Damage and Destruction. If the Premises or the Building should be damaged or destroyed by fire or other peril, Tenant shall immediately give written notice to Landlord of such damage or destruction. If (i) the Premises or the Building should be totally destroyed, or (ii) they should be so damaged that, in Landlord's estimation, rebuilding or repairs cannot be completed within thirty (30) after the date of the damage, then Tenant may elect to terminate this Lease, in which event the rent shall be abated during the unexpired portion of this Lease, effective upon the date of the occurrence of such damage.
- b. Partial Damage or Destruction. If this Lease is not terminated under Paragraph 12(a), then Landlord shall substantially restore the Premises to its previous condition, except that Landlord shall not be required to rebuild, repair or replace any part of the partitions, fixtures, alterations, additions and other improvements that may have been constructed, erected or installed in or about the Premises by, or for the benefit of, Tenant. Landlord's obligation to rebuild the Premises shall be subject to the availability of insurance proceeds, and notwithstanding anything herein to the contrary, if a Holder of an Encumbrance (as such terms are defined below) requires that the insurance proceeds be applied to such Encumbrance, or if such proceeds otherwise are unavailable for any reason, then Landlord may terminate this Lease by delivering written notice of termination to Tenant within fifteen (15) days after Landlord determines that the proceeds will be unavailable, in which event all rights and obligations hereunder shall cease and terminate.
- c. Waiver of Subrogation. Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease in connection with the Premises, and (b) such party is then covered (or is required under this Lease to be covered) in whole or in part by insurance with respect to such loss, cost, damage or expense, then the party so insured hereby releases the other party from any liability it may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such

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insurance, and waives any right of subrogation which might otherwise exist on account thereof, provided that such release of liability and waiver of the right to subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof (provided, that in the case of increased cost, the other party shall have the right, within thirty (30) days following written notice, to pay such increased costs, thereupon keeping such release and waiver in full force and effect), Landlord and Tenant shall use their respective commercially reasonable efforts to obtain such a release and waiver of subrogation from their respective insurance carriers and shall obtain any special endorsement, if required by their insurer, to evidence compliance with the aforementioned waiver. The failure by Tenant to carry property insurance required to be carried by Tenant hereunder shall not be a defense against any claim by Tenant against Landlord for property damage caused by Tenant.

13. LIABILITY. Landlord shall not be liable or responsible to Tenant for any loss or damage to any property or person occasioned by theft, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority or any similar matter. Landlord shall not be liable to Tenant, or to Tenant's agents, servants, employees, customers or invitees and Tenant shall hold Landlord harmless from and against any and all fines, suits, claims, demands, losses, liabilities, actions and costs (including court costs and attorney's fees) arising from (a) any injury to person or damage to property caused by any act, omission or neglect of Tenant, Tenant's agents, servants, employees, customers, contractors, or invitees, (b) Tenant's use of the Premises or the conduct of Tenant's business or profession, (c) any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises or the Property or (d) any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease. **TENANT'S AGREEMENT TO HOLD LANDLORD HARMLESS SHALL APPLY REGARDLESS OF WHETHER THE LOSS IN QUESTION ARISES OR IS ALLEGED TO ARISE IN PART FROM ANY NEGLIGENT ACT OR OMISSION OF LANDLORD OR LANDLORD'S AGENTS OR EMPLOYEES, FROM STRICT LIABILITY OF ANY SUCH PERSONS OR OTHERWISE, BUT IN SUCH EVENT TENANT SHALL NOT BE RESPONSIBLE FOR THAT PORTION OF ANY LOSS WHICH IS HELD TO BE CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY OF LANDLORD OR LANDLORD'S AGENTS OR EMPLOYEES. LANDLORD ADVISES TENANT TO OBTAIN ADDITIONAL INSURANCE IN EXCESS OF THE AMOUNTS REQUIRED HEREIN TO PROTECT AGAINST THE ABOVE OCCURRENCES IF TENANT DESIRES ADDITIONAL COVERAGE FOR SUCH RISKS.** Tenant shall notify Landlord promptly of any significant accidents involving injury to persons or property. **LANDLORD RECOMMENDS THAT TENANT PROVIDE ITS OWN SECURITY SYSTEMS AND SERVICES.** Tenant shall give Landlord prompt notice of any criminal or suspicious conduct within or about the Premises, the Building or the Property and/or any personal injury or property damage caused thereby. Landlord may, but is not obligated to, enter into agreements with third parties for the provision, monitoring, maintenance and repair of any courtesy patrols or similar services or fire protective systems and equipment. **IF, AND TO THE EXTENT ANY SUCH SERVICES ARE PROVIDED, LANDLORD SHALL NOT BE LIABLE TO TENANT FOR ANY DAMAGES, COSTS OR EXPENSES WHICH OCCUR FOR ANY REASON IF ANY SUCH SYSTEM OR EQUIPMENT IS NOT PROPERLY INSTALLED, MONITORED OR MAINTAINED OR ANY SUCH SERVICES ARE NOT PROPERLY PROVIDED AND TENANT WAIVES ANY CLAIM AGAINST LANDLORD BY REASON OF ANY SUCH IMPROPER SERVICE OR INSTALLATION, INCLUDING ANY CLAIM THAT LANDLORD WAS NEGLIGENT IN PROVIDING ANY SUCH SERVICE.** Landlord shall use reasonable diligence in maintaining the existing lights, if any, in the parking areas on the Property. **TENANT ACKNOWLEDGES THE ADEQUACY OF SUCH LIGHTING AND AGREES THAT LANDLORD SHALL NOT BE RESPONSIBLE FOR ADDITIONAL LIGHTING OR ANY SECURITY MEASURES IN THE PROPERTY.**

Tenant shall not be liable to Landlord, or to Landlord's agents, servants, employees, customers or invitees and Landlord shall hold Tenant harmless from and against any and all fines, suits, claims, demands, losses, liabilities, actions and costs (including court costs and attorney's fees) arising from (a) any injury to person or damage to the Project or any portion thereof caused by any act, omission or gross negligence of Landlord, Landlord's agents or employees or (b) any breach or default in the performance of any obligation on Landlord's part to be performed under the terms of this Lease.

Neither party shall be liable to the other hereunder for incidental, special, consequential, or punitive damages.

14. USE. The Premises shall be used only for the Permitted Use specified in the Basic Lease Information, namely an EMS Station. Landlord understands that an EMS Station use often results in noise, vibrations, odors, et cetera, and that the normal and customary activities of the EMS Station will not be considered as a nuisance or the unreasonable interference with the Landlord or the other lessees of the Building or the Property. Notwithstanding the preceding sentence, Tenant shall make its best faith efforts not to sound bells or sirens until clear of the Building. Tenant shall comply with all governmental laws, ordinances and regulations applicable to the use of the Premises or any of Tenant's alterations or improvements to the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in, upon or connected with the Premises, all at Tenant's sole expense. Tenant shall abide by Landlord's Rules and Regulations as set forth on Exhibit G attached hereto.

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15. HAZARDOUS WASTE. The term "Hazardous Substances," as used in this Lease, shall mean pollutants, contaminants, toxic or hazardous wastes, radioactive materials or any other substances, the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any "Environmental Law," which term shall mean any federal, state or local statute, ordinance, regulation or other law of a governmental or quasi-governmental authority relating to pollution or protection of the environment or the regulation of the storage or handling of Hazardous Substances. Tenant hereby agrees that: (i) no activity will be conducted on the Premises that will produce any Hazardous Substances, except for activities which are part of the ordinary course of Tenant's business activities, which are conducted in accordance with all Environmental Laws, and which are approved in advance in writing by Landlord (which approval may be withheld in Landlord's sole and absolute discretion) (the "Permitted Activities"); provided, however, Tenant shall obtain all required permits and authorizations, shall pay all fees, shall provide all testing required by any governmental agency in connection with the Permitted Activities; (ii) the Premises will not be used in any manner for the storage of any Hazardous Substances, except for the temporary storage of such materials which are used in the ordinary course of Tenant's business (the "Permitted Materials"), properly stored in a manner and location meeting all Environmental Laws, and approved in advance in writing by Landlord (which approval may be withheld in Landlord's sole and absolute discretion), provided, however, that Tenant shall obtain all required permits or authorizations, pay all fees and provide all testing required by an governmental agency in connection with the Permitted Materials; (iii) no portion of the Premises will be used as a landfill or a dump; (iv) Tenant will not install any underground tanks of any type; (v) Tenant will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute, a public or private nuisance; and (vi) Tenant will not permit any Hazardous Substances to be brought onto the Premises, except for the Permitted Materials, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required clean-up procedures shall be diligently undertaken by Tenant at its sole cost pursuant to all Environmental Laws. Landlord and Landlord's representatives may, but are not obligated to, enter the Premises to inspect the storage, use and disposal of Permitted Materials to ensure compliance with all Environmental Laws. If Landlord, in Landlord's sole opinion, determines that any Permitted Materials are being improperly stored, used or disposed of, then Tenant shall immediately take such corrective action as requested by Landlord. Should Tenant fail to take such corrective action within twenty-four (24) hours, Landlord shall have the right to perform such work and Tenant shall reimburse Landlord, on demand, for any and all costs associated with said work. If at any time during or after the Term, the Premises is found to be contaminated with Hazardous Substances, Tenant shall diligently institute proper and thorough clean-up procedures, at Tenant's sole cost. Tenant agrees to hold Landlord harmless from all claims, demands, actions, liabilities, costs, expenses, damages, penalties and obligations of any nature arising from or as a result of any contamination of the Premises with Hazardous Substances, or otherwise arising from the use of the Premises by Tenant. Landlord further may enter upon the Premises from time to time to inspect same and to conduct thereon any environmental audit or assessment or perform any testing to confirm Tenant's compliance with the provisions of this Paragraph, and if any such audit, assessment or test reflects that Tenant is in violation of this Paragraph, in addition to Tenant's other obligations contained herein, Tenant shall reimburse Landlord for the cost of such audit, assessment or test. The foregoing responsibilities of Tenant shall survive the termination or expiration of this Lease.

16. INSPECTION. Landlord may enter upon the Premises during normal business hours for any reasonable purpose, including without limitation, inspecting same, making repairs to the Premises, making repairs, alterations or additions to adjacent premises, or showing the Premises to prospective purchasers, lessees or lenders. Further, Landlord may erect a suitable sign on the Premises stating the Premises are available for lease. Tenant shall notify Landlord in writing at least thirty (30) days before vacating the Premises and shall arrange to meet with Landlord for a joint inspection of the Premises before vacating. If Tenant does not give such notice or arrange for such inspection, then Landlord's inspection of the Premises shall be deemed correct for the purpose of determining Tenant's responsibility for repairs and restoration of the Premises.

17. ASSIGNMENT AND SUBLETTING. Tenant shall not have the right to sublet, assign or otherwise transfer or encumber this Lease, or any interest therein, without Landlord's prior written consent (which consent will not be unreasonably withheld), which consent may be granted or denied in Landlord's sole and absolute discretion, for uses within the same zoning category. Any attempted assignment, subletting, transfer or encumbrance by Tenant in violation of the terms and covenants of this Paragraph shall be void. Any assignee, sublessee or transferee of Tenant's interest in this Lease (all such assignees, sublessees and transferees being hereinafter referred to as "Transferees"), by assuming Tenant's obligations hereunder, shall assume liability to Landlord for all amounts paid to persons other than Landlord by such Transferees to which Landlord is entitled or is otherwise in contravention of this Paragraph 17. No assignment, subletting or other transfer, whether or not consented to by Landlord or permitted hereunder, shall relieve Tenant of its liability under this Lease. If an Event of Default occurs while the Premises or any part thereof are assigned or sublet, then Landlord, in addition to any other remedies herein provided or provided by law, may collect directly from such Transferee all rents payable to the Tenant and apply such rent against any sums due Landlord hereunder. No such collection shall be construed to constitute a novation or a release of Tenant from the further performance of Tenant's obligations hereunder. If Landlord consents to any subletting or assignment by Tenant as provided above and any category of rent subsequently received by Tenant under any such sublease is in excess of the same category of rent payable under this Lease, or any additional consideration is paid to Tenant by the assignee under any such assignment, then Landlord may, at its option, declare such excess rents under any sublease or such additional consideration for any assignment to be due and payable by Tenant to Landlord as additional rent hereunder. The following shall additionally constitute an assignment of this Lease by

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Tenant for the purposes of this Paragraph : (i) if Tenant is a corporation, limited liability company, partnership, or other entity, any merger, consolidation, dissolution or liquidation, or any change in ownership or power to vote of thirty percent (30%) or more of Tenant's outstanding ownership interests; or (ii) the sale, transfer, exchange, liquidation or other distribution of more than thirty percent (30%) of Tenant's assets, other than this Lease; or (iii) the mortgage, pledge, hypothecation or other encumbrance of or grant of a security interest by Tenant in this Lease, or of any of Tenant's rights hereunder. Tenant shall reimburse Landlord for all out-of-pocket expenses (including attorney's fees) incurred by Landlord in connection with reviewing a request for an assignment or sublease.

18. CONDEMNATION. If all of the Property is taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain or private purchase in lieu thereof, then this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective on the date of such taking. If a portion of the Property is taken, but the Premises reasonably may be used for the Permitted Use (as determined by Landlord in its commercially reasonable discretion, then this Lease shall not terminate, nor shall the rent hereunder abate or be reduced. All compensation awarded in connection with or as a result of any of the foregoing proceedings shall be Landlord's property, and Tenant hereby assigns any interest in any such award to Landlord. Landlord shall have no interest, however, in any award made to Tenant for loss of business or goodwill or for the taking of Tenant's trade fixtures and personal property, if a separate award for such items is made to Tenant.

19. HOLDING OVER. At the termination of this Lease by its expiration or otherwise, Tenant shall immediately deliver possession of the Premises to Landlord with all repairs and maintenance required herein to be performed by Tenant completed. If, for any reason, Tenant retains possession of the Premises after the expiration or termination of this Lease, unless the parties hereto otherwise agree in writing, such possession shall be deemed to be a tenancy at will only, and all of the other terms and provisions of this Lease shall be applicable during such period. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided. The preceding provisions of this Paragraph 19 shall not be construed as consent for Tenant to retain possession of the Premises in the absence of written consent thereto by Landlord.

20. QUIET ENJOYMENT. Landlord represents that it has the authority to enter into this Lease and that, so long as Tenant pays all amounts due hereunder and performs all other covenants and agreements herein set forth, Tenant shall peaceably and quietly have, hold and enjoy the Premises for the Term without hindrance or molestation from Landlord, subject to the terms and provisions of this Lease.

21. EVENTS OF DEFAULT. The following events (herein individually referred to as an "Event of Default") each shall be deemed to be a default in or breach of Tenant's obligations under this Lease:

- a. Tenant shall fail to pay any installment of the rent herein reserved when due, or any other payment or reimbursement to Landlord required herein when due, and such failure shall continue for a period of five (5) days after the date such payment was due.
- b. Intentionally deleted
- c. Tenant shall fail to discharge any lien placed upon the Premises by reason of Tenant's actions within the time period set forth in Paragraph 25 below.
- d. Tenant shall default in the performance of any of its obligations under any other lease to Tenant from Landlord, or from any person or entity affiliated with or related to Landlord, and same shall remain uncured after the lapsing of any applicable cure periods provided for under such other lease.
- e. Tenant shall fail to comply with any term, provision or covenant of this Lease (other than those listed in this Paragraph), and shall not cure such failure within thirty (30) days after written notice thereof to Tenant; provided, however, that if the failure to cure is of such a nature that it cannot reasonably be cured within said ten-day period, Tenant shall not be deemed in default so long as Tenant commences curing such failure within said ten-day period, and diligently prosecutes same to completion.

If Landlord is required to notify Tenant of any default under the provisions of this Lease, such obligation shall terminate following the second notice of default delivered to Tenant within any twelve (12) month period during the Term.

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22. REMEDIES. Upon each occurrence of an Event of Default, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand:

- a. Terminate this Lease;
- b. Through judicial proceedings, enter upon and take possession of the Premises without terminating this Lease;
- c. Make such payments and/or take such action and pay and/or perform whatever Tenant is obligated to pay or perform under the terms of this Lease, and Tenant agrees that Landlord shall not be liable for any damages resulting to Tenant from such action; and/or
- d. The provisions of this Lease are intended to supersede Section 93.002 of the Texas Property Code and Tenant hereby expressly waives any and all rights and remedies Tenant may have under Paragraph (g) of such Section 93.002.
 - i. Damages Upon Termination. If Landlord elects to terminate this Lease, Tenant shall be liable for and shall pay to Landlord the sum of all rental and other payments owed to Landlord hereunder accrued to the date of such termination, plus, as liquidated damages, an amount equal to (i) the present value of the total rental and other payments owed hereunder for the remaining portion of the Term, calculated as if such term expired on the date set forth in the Basic Lease Information, less (ii) the present value of the then fair market rental for the Premises for such period, provided that, because of the difficulty of ascertaining such value and in order to achieve a reasonable estimate of liquidated damages hereunder, Landlord and Tenant stipulate and agree, for the purposes hereof, that such fair market rental shall in no event exceed seventy-five percent (75%) of the Base Rent for such period set forth in the Basic Lease Information.
 - ii. Damages Upon Repossession. If Landlord repossesses the Premises without terminating this Lease, Tenant, at Landlord's option, shall be liable for and shall pay Landlord on demand all rental and other payments owed to Landlord hereunder, accrued to the date of such repossession, plus either (A) all amounts required to be paid by Tenant to Landlord until the date of expiration of the Term, diminished by all amounts actually received by Landlord through reletting the Premises during such remaining term (but only to the extent of the rent herein reserved), or (B) damages calculated under (i) above. Actions to collect amounts due by Tenant to Landlord under this Paragraph may be brought from time to time, on one or more occasions, without the necessity of Landlord's waiting until expiration of the Term.
 - iii. Costs of Reletting, Removing, Repairs and Enforcement. Upon an Event of Default, in addition to any sum provided to be paid under this Paragraph 22, Tenant also shall be liable for and shall pay to Landlord (i) brokers' fees and all other costs and expenses incurred by Landlord in connection with reletting the whole or any part of the Premises; (ii) the costs of removing, storing or disposing of Tenant's or any other occupant's property; (iii) the costs of repairing, altering, remodeling or otherwise putting the Premises into condition acceptable to a new tenant or tenants; (iv) any and all costs and expenses incurred by Landlord in effecting compliance with Tenant's obligations under this Lease; and (v) all reasonable expenses incurred by Landlord in enforcing or defending Landlord's rights and/or remedies hereunder, including without limitation all reasonable attorneys' fees and all court costs incurred in connection with such enforcement or defense.
 - iv. No Implied Acceptances or Waivers. Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance by Landlord of Tenant's surrender of the Premises, it being understood that such surrender can be effected only by the written agreement of Landlord. Tenant and Landlord further agree that forbearance by Landlord to enforce any of its rights under this Lease or at law or in equity shall not be a waiver of Landlord's right to enforce any one or more of its rights, including any right previously forborne, in connection with any existing or subsequent default. No re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease, unless a written notice of such intention is given to Tenant, and, notwithstanding any such reletting or re-entry or taking possession of the Premises, Landlord may at any time thereafter elect to terminate this Lease for a previous default. Pursuit of any remedies hereunder shall not preclude the pursuit of any other remedy herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages to Landlord by reason of the violation of any of the terms, provisions and covenants contained in this Lease. Landlord's acceptance of any rent following an Event of Default hereunder shall not be construed as Landlord's waiver of such Event of Default. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants of this Lease shall be deemed or construed to constitute a waiver of any other violation or default.
 - v. Reletting of Premises. Tenant expressly acknowledges and understands that (1) Landlord considers many factors in the selection of tenants, including without limitation, the reputation and local, regional, or national name recognition of prospective tenants, and the credit of prospective tenants; and (2) Landlord, at any given point in time, expects to have space in the Project available for lease to tenants which will compete with the Premises. Subject to the foregoing, if this Lease or Tenant's possession of the Premises terminates because

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of an Event of Default, Landlord shall use reasonable efforts to relet the Premises and to collect rental after reletting, however, Landlord will have no obligation to accept any tenant that Landlord deems undesirable or to expend any funds in connection with such reletting or collection of rents therefrom. Tenant shall not be entitled to credit for or reimbursement of any proceeds of such reletting in excess of the rental owed hereunder for the period of such reletting. Landlord may relet the whole or any portion of the Premises, for any period, to any tenant and for any use or purpose.

23. LANDLORD DEFAULT. If Landlord fails to perform any of its obligations hereunder within thirty (30) days after written notice from Tenant specifying such failure, Tenant may terminate this lease and/or avail itself of any remedies provided by law. Unless and until Landlord fails to so cure any default after such notice, Tenant shall not have any remedy or cause of action by reason thereof. All obligations of Landlord hereunder will be construed as covenants, not conditions; and all such obligations will be binding upon Landlord only during the period of its ownership of the Property and not thereafter. The term "Landlord" shall mean only the owner, for the time being, of the Property and, in the event of the transfer by such owner of its interest in the Property, such owner shall thereupon be released and discharged from all covenants and obligations of the Landlord thereafter accruing, provided that such covenants and obligations shall be binding during the Term upon each new owner for the duration of such owner's ownership.

24. MORTGAGES.

- a. Subordination. This Lease and leasehold estate created hereby are and shall be, at the option and upon written declaration of Landlord, subject, subordinate and inferior to any deeds of trust, mortgages or other instruments of security, as well as to any ground leases, master leases or primary leases (collectively, "Encumbrances"), that now or hereafter cover all or any part of the Premises, the Property, or any interest of Landlord therein, and to any and all advances made on the security thereof, and to any and all increases, renewals, modifications, extensions and replacements thereof. Landlord hereby expressly reserves the right, at its option and declaration, to place Encumbrances on and against the Premises, the Property, and/or any part thereof and/or any interest of Landlord therein, superior in effect to this Lease and the estate created hereby. To further assure the foregoing subordination, Tenant shall, upon Landlord's request, together with the request of any mortgagee or beneficiary under any such deed of trust or mortgage, or of any Lessor under any such ground lease, master lease or primary lease (collectively, a "Holder"), execute any instrument (including without limitation an amendment to this Lease that does not materially and adversely affect Tenant's rights or duties under this Lease) or instruments intended to subordinate this Lease or to evidence the subordination of this Lease to any such Encumbrance. Tenant hereby constitutes and appoints Landlord Tenant's attorney-in-fact to execute any such instrument for and on behalf of Tenant.
- b. Attornment. If any Holder enforces its rights under any Encumbrance, Tenant will, upon request of any person or party succeeding to the interest of Landlord as a result of such enforcement, attorn to and automatically become the tenant of such successor in interest without change in the terms or other provisions of this Lease, and this Lease shall continue in full force and effect; provided, however, that such successor in interest shall not be bound by (i) any payment of rent or additional rent for more than one month in advance except prepayments in the nature of security for the performance by Tenant of its obligations under this lease or (ii) any amendment or modification of this Lease made without the written consent of the Holder or successor in interest. Upon request by such Holder or successor in interest, Tenant shall execute and deliver an instrument confirming the attornment herein provided for.
- c. Notice to Lender. Whenever an Encumbrance is outstanding against the Property, and Tenant is given written notice of same, including the address of the Holder, Tenant may not exercise any remedies for default by Landlord hereunder unless and until the Holder shall have received written notice of such default and a reasonable time for curing such default shall thereafter have elapsed.
- d. No Recordation. Tenant shall not record this Lease or any memorandum thereof without the prior written consent of Landlord.

25. MECHANIC'S LIENS. Tenant will not permit any mechanic's lien or liens to be placed upon the Premises or Property, or any portion thereof, caused by or resulting from any work performed, materials furnished or obligation incurred by or at the request of Tenant. If any such lien is filed, Tenant will immediately pay, obtain the release of, or bond around same (such bond to be in the form and amount prescribed by the Texas Property Code). If any lien is not removed (or bonded around) within thirty (30) days, Landlord may pay the debt secured by same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional rent hereunder due from Tenant to Landlord and shall be repaid to Landlord (together with interest at the Past Due Rate from the date paid by Landlord until the date Landlord is reimbursed by Tenant) within fifteen (15) days after Tenant's receipt of a statement from Landlord therefor.

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26. MISCELLANEOUS.

- a. Interpretation. The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.
- b. Binding Effect. Except as otherwise herein expressly provided, the terms, provisions and covenants and conditions in this Lease shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective heirs, executors, personal representatives, legal representatives, successors and permitted assigns. Upon fifteen (15) days advance written notice to Tenant, Landlord may transfer and assign, in whole or in part, its rights and obligations in the Premises, the Building and this Lease. Any such sale, transfer or assignment shall operate to release Landlord from any and all liabilities arising out of any act, occurrence or omission relating to the Premises, the Building or this Lease arising after the date of such sale, assignment or transfer
- c. Evidence of Authority. Tenant agrees to furnish to Landlord, promptly upon demand, a corporate resolution, proof of due authorization by partners, or other appropriate documentation evidencing the due authorization of Tenant to enter into this Lease.
- d. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond Landlord's reasonable control.
- e. Payments Constitute Rent. Notwithstanding anything in this Lease to the contrary, all amounts payable by Tenant to or on behalf of Landlord under this Lease, whether or not expressly denominated as rent, shall constitute rent.
- f. Estoppel Certificates. Tenant agrees, from time to time, within ten (10) days after request of Landlord, to deliver to Landlord, or Landlord's designee, an estoppel certificate stating that this Lease is in full force and effect, the date to which rent has been paid, the unexpired Term, any defaults existing under this Lease (or the absence thereof) and such other factual matters pertaining to this Lease as may be requested by Landlord. It is understood and agreed that Tenant's obligation to furnish such estoppel certificates in a timely fashion is a material inducement for Landlord's execution of this Lease. In the event Tenant fails to deliver such certificate to Landlord, Tenant irrevocably appoints Landlord as Tenant's attorney-in-fact to execute same.
- g. Entire Agreement; No Landlord Warranties or Representations. This Lease constitutes the entire understanding and agreement of Landlord and Tenant with respect to the subject matter of this Lease, and contains all of the covenants and agreements of Landlord and Tenant with respect thereto. Landlord and Tenant each acknowledge that no representations, inducements, promises or agreements, oral or written, have been made by Landlord or Tenant, or anyone acting on behalf of Landlord or Tenant, which are not contained herein, and any prior agreements, promises, negotiations or representations not expressly set forth in this Lease are of no force or effect. **LANDLORD'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LEASE, AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO WARRANTIES HAVE BEEN MADE BY LANDLORD OTHER THAN THOSE EXPRESSLY CONTAINED IN THIS LEASE. TO THE FULLEST EXTENT PERMITTED BY LAW, TENANT HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF HABITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Landlord's agents and employees do not and will not have authority to make exceptions, changes or amendments to this Lease, or factual representations not expressly contained in this Lease. Under no circumstances shall Landlord or Tenant be considered an agent of the other. This Lease may not be altered, changed or amended except by an instrument in writing signed by both parties hereto. Neither Landlord nor Landlord's agents have made any representations or promises with respect to the Premises, the Building or the Lease except as herein expressly set forth, and no rights, easements or licenses are acquired by Tenant by implication or otherwise by virtue hereof except as expressly set forth in the provisions of this Lease.
- h. Survival of Obligations. All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the Term shall survive such expiration or earlier termination, including without limitation all payment obligations with respect to Tenant Tax payments and all obligations concerning the condition and repair of the Premises. Upon the expiration or earlier termination of the Term, and before Tenant vacates the Premises, Tenant shall pay to Landlord any amount reasonably estimated by Landlord as necessary to put the Premises in good condition and repair, reasonable wear and tear excluded, including without limitation the cost of repairs to and replacements of all heating and air conditioning systems and equipment therein. Tenant shall also, before vacating the Premises, pay to Landlord the amount, as estimated by Landlord, of any additional obligation of Tenant for Taxes for the year in which the Lease expires or terminates. All such amounts shall be used and held by Landlord for payment of such obligations of Tenant hereunder, with Tenant being liable for any additional costs therefore upon demand by Landlord, or with any

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excess to be returned to Tenant after all such obligations have been determined and satisfied, as the case may be. Any Security Deposit held by Landlord may, at Landlord's option, be credited against any amounts due from Tenant under this Paragraph 26(h).

- f. Severability of Terms. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Term, then, in such event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added, as a part of this Lease, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.
- j. Brokers' Commission. Tenant represents and warrants that other than Burke Real Estate Company ("Landlord's Broker") it has dealt with and will deal with no broker, agent or other person in connection with this transaction or future related transactions and that no broker, agent or other person brought about this transaction, and Tenant agrees to hold Landlord harmless from and against any claims by any broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction, except for Landlord's Broker.
- k. Ambiguity. Landlord and Tenant hereby agree and acknowledge that this Lease has been fully reviewed and negotiated by both Landlord and Tenant, and that Landlord and Tenant have each had the opportunity to have this Lease reviewed by their respective legal counsel, and, accordingly, in the event of any ambiguity herein, Tenant does hereby waive the rule of construction that such ambiguity shall be resolved against the party who prepared this Lease.
- l. Joint and Several Liability. If there be more than one Tenant, the obligations hereunder imposed upon Tenant shall be joint and several. If there be a guarantor of Tenant's obligations hereunder, the obligations hereunder imposed upon Tenant shall be joint and several obligations of Tenant and such guarantor, and Landlord need not first proceed against Tenant before proceeding against such guarantor, nor shall any such guarantor be released from its guaranty for any reason whatsoever, including, without limitation, in case of any amendments hereto, waivers hereof or failure to give such guarantor any notices hereunder.
- m. Third Party Rights. Nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the parties hereto, any right or remedy under or by reason of this Lease.
- n. Exhibits and Attachments. All exhibits, attachments, riders and addenda referred to in this Lease, and the exhibits listed herein below and attached hereto, are incorporated into this Lease and made a part hereof for all intents and purposes as if fully set out herein. All capitalized terms used in such documents shall, unless otherwise defined therein, have the same meanings as are set forth herein.
- o. Applicable Law. This Lease has been executed in the State of Texas and shall be governed in all respects by the laws of the State of Texas. It is the intent of Landlord and Tenant to conform strictly to all applicable state and federal usury laws. All agreements between Landlord and Tenant, whether now existing or hereafter arising and whether written or oral, are hereby expressly limited so that in no contingency or event whatsoever shall the amount contracted for, charged or received by Landlord for the use, forbearance or retention of money hereunder or otherwise exceed the maximum amount which Landlord is legally entitled to contract for, charge or collect under the applicable state or federal law. If, from any circumstance whatsoever, fulfillment of any provision hereof at the time performance of such provision shall be due shall involve transcending the limit of validity prescribed by law, then the obligation to be fulfilled shall be automatically reduced to the limit of such validity, and if from any such circumstance Landlord shall ever receive as interest or otherwise an amount in excess of the maximum that can be legally collected, then such amount which would be excessive interest shall be applied to the reduction of rent hereunder, and if such amount which would be excessive interest exceeds such rent, then such additional amount shall be refunded to Tenant.
- p. Jurisdiction and Venues. All causes of action in connection herewith shall be maintained in proceedings filed in Williamson County, Texas.

27. **NOTICES**. Each provision of this instrument or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivering of notice or the making of any payment by Landlord to Tenant or with reference to the sending, mailing or delivering of any notice or the making of any payment by Tenant to Landlord shall be deemed to be complied with when and if the following steps are taken:

- a. All rent and other payments required to be made by Tenant to Landlord hereunder shall be payable to Landlord at Landlord's Address in the Basic Lease Information or at such other address as Landlord may specify from time to time by written notice delivered in accordance herewith. Tenant's obligation to pay rent and any other amounts to Landlord under the terms of this Lease shall not be deemed satisfied until such rent and other amounts have been actually received by Landlord.

Initial BUB
Date 11/29

- b. All payments required to be made by Landlord to Tenant hereunder shall be payable to Tenant at Tenant's Address in the Basic Lease Information, or at such other address within the continental United States as Tenant may specify from time to time by written notice delivered in accordance herewith, except that Landlord in all events may make payments to Tenant at the Premises.
- c. Except as expressly provided herein, any written notice, document or payment required or permitted to be delivered hereunder shall be deemed to be delivered when received or, whether any received or not, when deposited in the United States Mail, postage prepaid, Certified or Registered Mail, addressed to the parties hereto at their respective addresses specified in the Basic Lease Information, or at such other address as they have theretofore specified by written notice delivered in accordance herewith.

28. INTENTIONALLY DELETED

29. INTENTIONALLY DELETED

30. INTENTIONALLY DELETED

31. INTENTIONALLY DELETED

32. **OPTION TO RENEW.** Tenant shall have and is hereby granted the option to renew and extend the term of this Lease for ONE (1) period of ONE (1) year (each an "Extension Term"), provided Tenant is not in default hereunder at the time each such option is exercised. Each Extension Term shall begin on the expiration of the Lease Term or the current Extension Term of this Lease, as appropriate. All terms, covenants, and provisions of this Lease shall apply to each such Extension Term. If Tenant shall elect to exercise any such option, Tenant shall do so by written notice to Landlord not later than one hundred eighty (180) days prior to the expiration of the Lease Term or the current Extension Term of this Lease, as appropriate. The Base Rent for each Extension Term shall be \$1.205 psf/mo (Industrial Gross – Base Year 2007)

33. **NON-APPROPRIATION CLAUSE.** Regardless of anything contained herein to the contrary, Landlord agrees and understands that the Tenant's obligations hereunder are a commitment of Tenant's current revenues only. It is understood and agreed that Tenant shall have the right to terminate this Lease at the end of any Tenant fiscal year if the governing body of Tenant does not appropriate funds sufficient to make the lease payments as determined by Tenant's budget for the fiscal year in question. Tenant may effect such termination by giving Landlord a written notice of termination at the end of its then-current fiscal year.

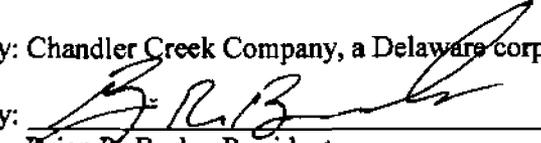
34. **Termination for Convenience.** Tenant may terminate this Lease for convenience and without cause or further liability upon one-hundred-eighty (180) days written notice to Landlord. In the event of termination, it is understood and agreed that only the amounts due and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Tenant's termination of this Lease for convenience.

Initial BMB
 Date 11/29

EXECUTED BY LANDLORD, this 29th day of November, 2007.

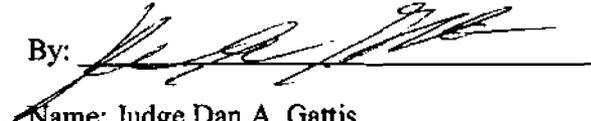
CHANDLER CREEK, L.P., a Delaware limited partnership

By: Chandler Creek Company, a Delaware corporation, General Partner

By: 
Brian R. Burke, President

EXECUTED BY TENANT, this ___ day of _____, 2007.

WILLIAMSON COUNTY, a political subdivision of the State of Texas

By: 

Name: Judge Dan A. Gattis
Title: Williamson County Judge

Address: 710 Main Street, Suite 101, Georgetown, Texas 78626

Approved as to Form:

By: _____
Hal C. Hawes
Assistant Williamson County Attorney

By: _____
James Gilger, CPA,
Williamson County Contract
Management Auditor

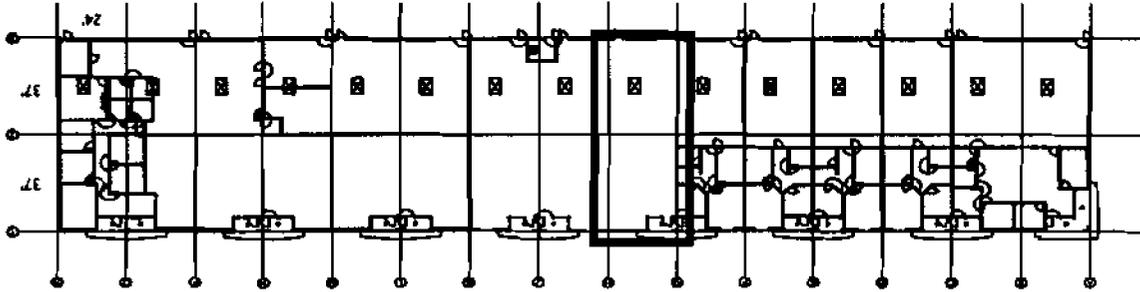
Initial BRB _____
Date 11/29 _____

- EXHIBIT "A-1" - Floor Plan of Building
- EXHIBIT "A-2" - Site Plan of Property
- EXHIBIT "B" - Legal Description of Property
- EXHIBIT "C" - Intentionally Deleted
- EXHIBIT "D" - Leasehold Improvements
- EXHIBIT "E" - Intentionally Deleted
- EXHIBIT "F" - Intentionally Deleted
- EXHIBIT "G" - Rules and Regulations

Initial BUB
Date 11/29

EXHIBIT "A-1"

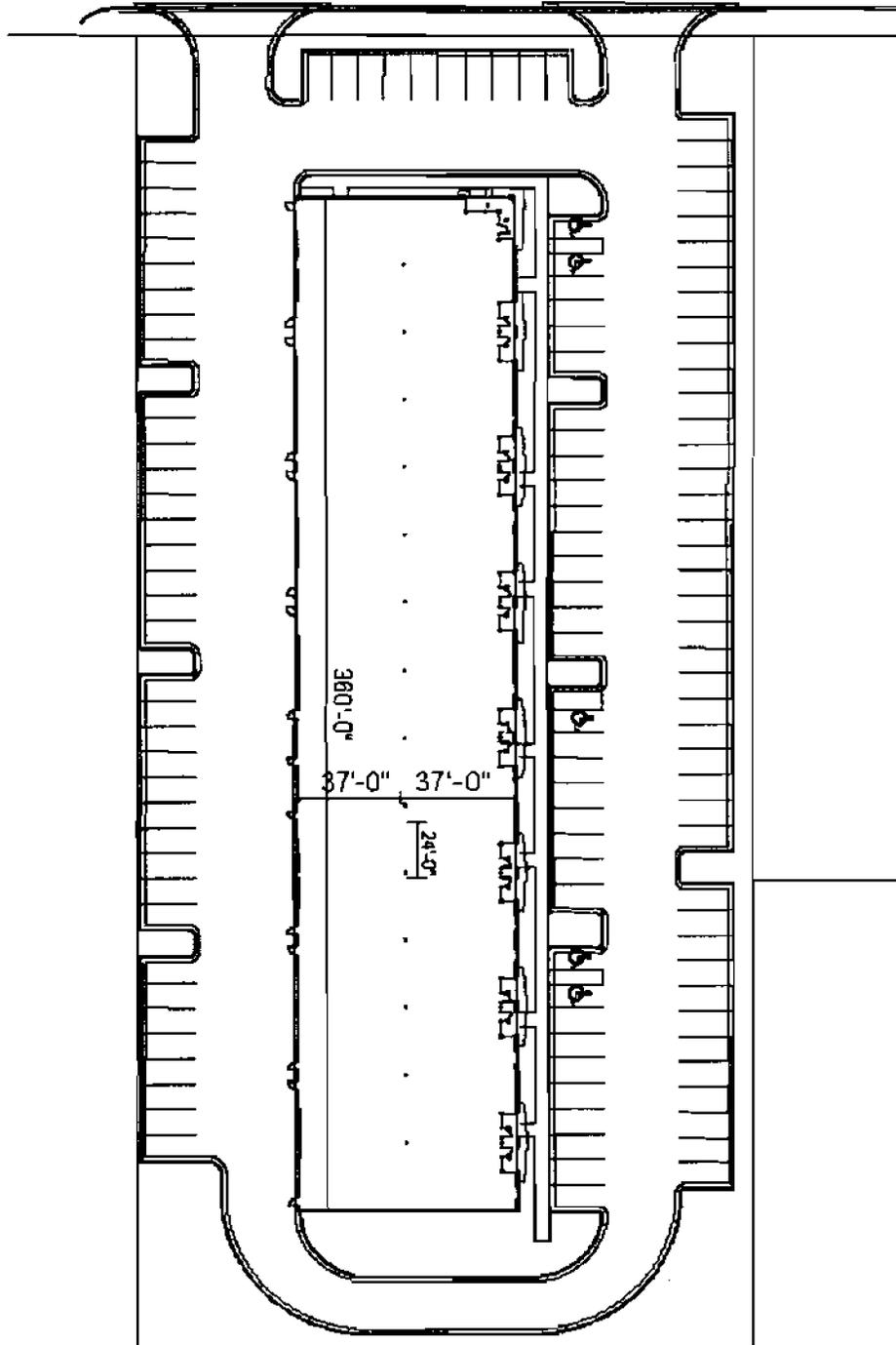
Floor Plan of Building



Initial BRB
Date 11/29

EXHIBIT "A-2"

Site Plan of Property



Initial BAB
Date 1/21

EXHIBIT "B"

Legal Description

OAKMONT CENTRE SEC 7 LTS 2,4 & 6 REPLAT, BLOCK A, LOT 2A,
ACRES 2.993, Round Rock, Texas

Initial BVB
Date 11/21

EXHIBIT "D"

Leasehold Improvements

Tenant, at Tenant's sole cost and expense, may perform the following Leasehold Improvements:

1. Shower Room and shower 6'x 8' with 2 towel bars
2. Overhead door opener and keyless pad
3. 8-84x21x17 lockers
4. Food pantry 84"x48"x24"
5. PLam counter 66"x24"
6. 3-upper cabinets 66X30x24
7. Roof penetration for antenna
8. Fire rated Door and Frame
9. Change out keyed hardware to passage hardware
10. 3-cable TV raceways
11. Rewiring E-Lighting
12. Data circuits
13. Dedicated Electrical Circuits
 - a. Circuit for range
 - b. Microwave circuit
 - c. Radio receiver
 - d. Circuit for 3 ceiling fans

Except as stated in the preceding paragraph, TENANT ACKNOWLEDGES AND AGREES THAT LANDLORD HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED (EXPRESSLY INCLUDING, WITHOUT LIMITATION, WARRANTIES OF HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE) AS TO THE CONDITION OF THE PREMISES OR THE BUILDING OR WITH RESPECT TO THE SUITABILITY OF EITHER FOR THE PURPOSE HEREIN INTENDED. BY EXECUTING THIS LEASE TENANT SHALL BE DEEMED TO HAVE ACCEPTED SAME IN THEIR PRESENT "AS IS" CONDITION AND AS SUITABLE FOR THE PURPOSE HEREIN INTENDED. IN THIS REGARD, TENANT EXPRESSLY ACKNOWLEDGES THAT TENANT HAS BEEN PROVIDED AN ADEQUATE OPPORTUNITY TO INSPECT THE PREMISES AND THE BUILDING, AND THAT TENANT HAS INSPECTED THE PREMISES AND THE BUILDING TO TENANT'S SATISFACTION.

Initial BMB
Date 11/29

Exhibit "G"

RULES AND REGULATIONS

1. Tenant and Tenant's employees shall not loiter in any common area on the Property nor shall they in any way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits to the Property. They shall use the same only as passageways to and from their respective work areas.

2. No sash doors, sashes, windows, glass doors, lights and skylights that reflect or admit light into the common areas of the Building shall be covered or obstructed by Tenant. Tenant shall not mark, drive nails, screw or drill into, paint or in any way deface the exterior walls, roof, foundations, bearing walls or pillars of the Premises or Building without prior written consent from Landlord. Tenant shall keep all sidewalk areas adjacent to Premises clean and free of debris. Tenant shall reimburse Landlord for the expense of cleaning or repairing any breakage, stoppage or damage resulting from a violation of this rule.

3. No awning or shade shall be affixed or installed over or in the show windows or the exterior of the Premises. Tenant may install window treatment inside the Premises such as vertical blinds if approved by Landlord. Any "window treatment" shall be in a color congruent and consistent with the Building standards. Tenant also agrees there shall be no window tinting, stickers or reflective material placed on the glass, inside or out, at any time.

4. No boring or cutting for wires shall be allowed, except with Landlord's prior written approval.

5. Tenant shall not do anything in the Premises, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or which shall conflict with the regulations of the local fire department or other local or state laws, or with any insurance policy on the Premises or any part thereof, or with any rules or regulations established by any administrative body or official having jurisdiction.

6. Except for its allowed use as an EMS Station, Tenant shall not use any machinery in the Premises (regardless whether Landlord approved its installation) which may cause any unreasonable noise, vibration, or tremor to the floors or walls, or which by its weight might injure the floors of the Premises.

7. Landlord may limit weight, size and position of all safes, fixtures, and other equipment used in the Premises. If Tenant requires extra heavy equipment, Tenant shall notify Landlord of such fact and shall pay the cost of structural bracing to accommodate same. All damage done to the Premises or Building by putting in, taking out, or maintaining extra heavy equipment shall be repaired at Tenant's expense.

8. Except for its allowed use as an EMS Station, neither Tenant nor Tenant's officers, agents and employees shall make or permit any loud, unusual or improper noises or interfere in any way with other tenants or those having business with them, nor bring into nor keep within the Building any animal or bird (except for animals assisting handicapped persons), or any bicycle or other vehicle.

9. Unless expressly authorized in the Lease, Tenant shall have no right to place an antenna on the roof or exterior walls of the Building or on the Property. Tenant is not allowed on the roof nor may Tenant place any material on, pierce, damage, add vents or other devices, or remove any part of the roof, at any time. The only persons allowed on the roof shall be those licensed and insured maintenance contractors which have received prior approval from Landlord.

Initial BMB
Date 11/29