

400 WEST MAIN STREET
PROFESSIONAL GARDEN OFFICES
OFFICE LEASE AGREEMENT

This OFFICE LEASE AGREEMENT (the "Lease") is dated May 12, 1999 by and between Nelson Nagle ("Landlord"), having an address of 510 Dennis Drive, Round Rock, Texas 78664, and _____ ("Tenant"), having an address of _____.

WITNESSETH:

1. TERM AND OPTION TO EXTEND TERM. Landlord hereby leases to Tenant and the Tenant hereby leases from the Landlord, the following property: Space designated as Suite #104, #218 (the "Leased Premises"), being located at 400 W. Main Street, Round Rock, Texas 78664, described in Exhibit A attached to this Lease and made a part of this Lease for all purposes. As demonstrated in Exhibit "A," the Leased Premises is a part of the entire property located at 400 West Main Street, Round Rock, Texas (the "Property"). Landlord leases the Leased Premises for the term of _____ months and _____ days commencing on June 1, 1999 and terminating on _____ under the terms and conditions set forth herein, unless terminated sooner or extended as provided in this Lease. Tenant may extend the term of this Lease beyond the expiration date provided in this paragraph on the following conditions:

a. Tenant may, if it is not in default either on the date required for notice or on the date such extension commences, extend the lease term for an additional period of three years which shall begin on the day following the expiration date of the initial lease term specified above.

b. Tenant may exercise each option to extend this lease by giving Landlord notice of its intention to do so not later 60 days before the initial lease term expires. Notice of an intention to exercise an option to extend must, to be effective, be sent to Landlord as provided in Section 25 below no later than the latest date provided in this section for Tenant's exercising the option.

If the Tenant holds over and continues in possession of the Leased Premises after the lease term (or any extension of it) expires, Tenant will be considered to be occupying the Leased Premises on a month-to-month tenancy, subject to all the terms of this Lease.

2. USE AND POSSESSION. It is understood that the Leased Premises are to be used for professional offices and shall not be used for any other purpose without prior written consent of Landlord. Tenant shall not use the Leased Premises for any unlawful purpose or so as to constitute a nuisance. Landlord covenants and agrees to have the Leased Premises completed and ready for possession on or before the above commencement date, barring strikes, insurrections, Acts of God and other casualties or unforeseen events beyond the