

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

control of the Landlord. Tenant agrees to accept possession of the Leased Premises upon completion. The Tenant, at the expiration of the term, shall deliver up the Leased Premises to Landlord in good repair and condition.

3. RENT. Tenant hereby covenants and agrees to pay to Landlord a total Annual Base Rent of \$ 12,000. payable in advance in equal months installments of \$ 1,000. beginning on the commencement date of this Lease and continuing on the first day of each and every month thereafter for the balance of the Term, unless adjusted pursuant to Section 4. Tenant also agrees to pay to Landlord any additional rents specified herein. Rent shall be paid to Landlord at any address designated by Landlord. Landlord may charge Tenant a late charge of \$ 20. plus \$ 10. per day for each rental payment which is not postmarked or received by the Landlord by the 5th of each month in which rent is due. If Tenant's possession commences on a date other than the first day of the month, Tenant shall occupy the Leased Premises under the terms, conditions and provisions of this Lease, and the pro-rata portion of the monthly rent for said month shall be paid in addition to the monthly rent for the next month.

4. RENT ADJUSTMENT UPON EXERCISE OF OPTION OF EXTENSION. If Tenant exercises his option to extend the term of the lease for an additional three years, the Annual Base Rent for this additional three years will be adjusted at the time of renewal so as to be in line with competitive, market rates in the area. If Landlord and Tenant cannot agree on the Annual Base Rent for the additional three year period, Tenant's exercise of his option for an additional three years will be void.

5. SALES AND USE TAX. Tenant hereby covenants and agrees to pay monthly to Landlord, as additional rent, any sales, use or other tax, excluding State and/or Federal Income Tax, now or hereafter imposed upon rents by any local, state or federal government authority notwithstanding the fact that the ordinance, rule, regulation or law imposing the same may endeavor to impose tax on the Landlord.

6. TENANT TO PAY PRO-RATA OPERATING EXPENSES. A pro-rata share of all the Operating Expenses attributable to the Leased Premises shall be paid by Tenant. Operating Expenses include but are not limited to expenditures for all property management, maintenance, repairs, replacements, and upkeep to the Leased Premises; assessments and governmental charges (including taxes on rents or services); ad valorem property taxes with respect to each year this Lease is in force; water, drainage, septic and/or sewerage; cleaning, including supplies, janitorial services; pest control; utilities, including electricity and gas; licenses, permits and inspection fees; refuse collection; general liability and fire/casualty insurance covering all improvements (including but not limited to all Tenant improvements, the buildings on the Property, and all other aspects of the Leased Premises), fire protection; snow and ice removal; landscape maintenance; window washing; professional services; and security. The following shall be excluded from Operating Expenses; depreciation, commissions paid for leasing, and salaries of officers and executives of Landlord or Owner. Capital Improvements, such as major structural defects, foundation improvements, roof replacement and new HVAC units, parking lot reconfiguration shall be the

responsibility of the Landlord.

Said Leased Premises is part of the Property with common area, ownership and management. Expenses that are common to the Property will be split on a reasonable and proportional basis between the tenants based on the number of square feet rented by each tenant and the building in which each tenant resides. Landlord has made a good faith estimate of Tenant's share of the Operating Expenses for the initial calendar year of the Lease. Accordingly, Landlord adjusts the monthly payment of Base Rent such that Tenant will pay \$ 200. for the remainder of the first calendar year of the Lease in addition to the Base Rent under the same terms and conditions as set forth for the Base Rent in Section 3. Once actual figures are determined for the calendar year, Landlord shall either 1) invoice Tenant for sums due over and above the estimate, or 2) credit Tenant for overage. Landlord will credit Tenant for overage no later than February 15th of each year. Tenant will pay any sums due over and above the estimate by March 1st of each year. The calendar year shall be January 1 through December 31. Landlord has explained to Tenant the manner in which Tenant's estimated share of the Operating Expenses is calculated and Tenant agrees that this method is fair and accurate. Landlord will make a new estimate of the Tenant's share of the Operating Expenses for each upcoming calendar year based upon the actual Operating Expenses of the previous year and Operating Expense payments based on this new estimate will begin January 1st of each year.

7. SECURITY DEPOSIT. Concurrently with the execution of this Lease, Tenant has deposited (or previously deposited) with Landlord the sum of two months Base Rent, the receipt of which being hereby acknowledged, which sum shall be retained by Landlord without liability for interest as security for the payment by Tenant of the rent herein agreed to be paid and for the faithful performance of the covenants of this Lease. If at any time Tenant shall be in default under any of the provisions of this Lease, Landlord shall have the right to use said deposit, or so much thereof as may be necessary in payment of any rent or of any damages incurred by Landlord by reason of such default of Tenant. At Landlord's option, the deposit may be retained by Landlord in liquidation of part of the damages suffered by Landlord by reason of default of the Tenant. Should all or any portion of the security deposit be appropriated and applied by Landlord under the terms of this Section 7, Tenant shall, within five (5) days following demand by Landlord, remit to Landlord a sufficient amount of cash to restore the security deposit to the original sum deposited. If Tenant shall have fully and faithfully performed all of its obligations under this Lease, the security deposit shall be refunded to Tenant not later than 30 days from the expiration of the Lease term or complete move-out, whichever is later. In the event of a sale or transfer of Landlord's interest in the Property, Landlord shall have the right to transfer the security deposit to such purchaser or transferee, in which event Tenant shall look only to the new Landlord for the return of the security deposit and Landlord shall thereupon be released from all liability to Tenant for the return of the security deposit.

8. LAWS, RULES AND REGULATIONS. Tenant hereby covenants and agrees to comply at its sole cost and expense with all of the ordinances, rules, regulations and laws of the city, county or state and federal authorities having jurisdiction over the Leased Premises, including all

environmental laws and regulations, and with the Property Rules and Agreed Regulations which are listed in Exhibit "B" of this Lease Agreement. Landlord shall at all times have the right to change such rules and regulations or to amend them in such reasonable manner as may be deemed advisable for the safety, protection, care, and cleanliness of the Property and appurtenances and for preservation of good order therein, all of which rules and regulations, changes and amendments will be forwarded to Tenant in writing and shall be complied with and observed by Tenant. Notwithstanding the foregoing, the Lease shall prevail in the event of any conflicts between Exhibit "B" and the main body of the Lease.

9. SIGNS. Tenant will not place any sign(s) or other advertising material on the exterior of the buildings on the Property or in the common areas, without the prior written consent of Landlord. Landlord consent does not imply approval by governmental agencies. The form and content of all signs must be approved by the Landlord.

10. CARE OF LEASED PREMISES; ALTERATIONS. Tenant, by its occupancy hereunder, accepts the Leased Premises "as is" and as being in good repair and good condition. Tenant shall maintain the Leased Premises and every part thereof in good repair and condition, ordinary wear and tear excepted. If Tenant fails to maintain the Leased Premises as required in the Lease, Landlord may maintain and make necessary repairs in a reasonable and timely manner and Tenant shall be liable to Landlord for all costs incurred in making such repairs. Tenant shall not make or suffer to be made any alterations, additions or improvements to or of the Leased Premises or any part thereof without prior written consent of Landlord. In the event Landlord consents to the proposed alterations, additions, or improvements, Landlord will contribute \$ 0 to the finish out of the Leased Premises. Landlord will have the right to inspect the work. Landlord shall pay one-half of the above amount when the work has been fifty percent completed in a proper fashion and will pay the remainder when the work has been fully completed in a proper fashion. The remainder of the finish out shall be at Tenant's sole cost and expense, and Tenant shall hold Landlord harmless on account of the cost thereof. Landlord is not responsible for Tenant's telephone system, wiring or the payment of Tenant's telephone bills. Tenant must leave Leased Premises in a usable fashion upon termination of Lease. Any and all alterations, physical additions or improvements to the leased premises (other than moveable equipment, trade fixtures or furniture of Tenant) shall be the property of the Landlord upon termination of the Lease. If required by Landlord, however, alterations shall be removed by Tenant upon the termination of the term of this Lease and Tenant shall repair damage to the Leased Premises caused by such removal, all at Tenant's cost and expense. Landlord shall not be liable for, and the Leased Premises shall not be subject to any mechanics, materialman's or other liens and Tenant shall keep the Leased Premises and the Property free from any such liens and shall indemnify Landlord against and satisfy any such liens which may arise as a result of acts of Tenant.

11. USE OF COMMON AREAS. Rest rooms, stairs, hallways, lobbies, parking lots and all other common areas of the Property are for the joint use of the Tenant and the other tenants of the Property. Tenant and its officers, employees, agents and invitees will use the common areas in a reasonable, orderly and sanitary manner in cooperation with all other tenants and their officers,

employees, agents, and invitees.

12. QUIET ENJOYMENT. So long as Tenant shall observe and perform all of its obligations under this Lease, Tenant shall peacefully and quietly have and enjoy possession of the Leased Premises without any unreasonable encumbrance or hindrance by, from or through Landlord except as provided for elsewhere under this Lease. Nothing in this Section 12 shall prevent Landlord from performing alterations or repairs on the Property, nor shall performance of such alterations or repairs be construed as a breach of the covenant made by Landlord.

13. LANDLORD'S RIGHT TO INSPECT AND DISPLAY. Landlord shall have the right, at all times during usual business hours throughout the term of this Lease, to enter the Leased Premises for the purposes of examination or inspection and of making such repairs or alterations as the Landlord shall deem necessary. The Landlord shall also have the right to enter the Leased Premises at all reasonable hours for the purpose of showing the Leased Premises to prospective tenants, and potential purchasers of the Property. Twenty-four (24) hour verbal notice must be given to Tenant upon such showings, and Tenant has the option of having an employee present.

14. DESTRUCTION OF PREMISES. (a) If the Leased Premises is fifty percent or more destroyed by fire or other casualties, both Landlord and Tenant shall have the option of terminating this Lease or any renewal thereof, upon giving written notice to the other party at any time within thirty (30) days from the date of such destruction, and if the Lease be so terminated, all rent shall cease as of the date of destruction and prepaid rent shall be refunded. (b) If the Leased Premises are less than fifty percent damaged by fire or other casualty, or more than fifty percent destroyed thereby and neither party elects to terminate the Lease within the provisions of Section (a) above or (c) below, Landlord agrees, at Landlord's sole cost and expense, to restore the Leased Premises to a kind and quality substantially similar to that immediately prior to such destruction or damage. Said restoration shall commence within a reasonable time and be completed without delay on the part of the Landlord and in an event shall be accomplished within one hundred eighty (180) days from the date of the fire or other casualty. In such case all rents paid in advance shall be proportioned as of the date of damage or destruction and all rent thereafter accruing shall be equitably and proportionally suspended and adjusted according to the nature and extent of the destruction or damage. If the damage is so extensive as to make it unfeasible for the Tenant to conduct Tenant's business on the Leased Premises, the rent shall be completely abated until the Leased Premises are restored by the Landlord or until the Tenant resumes use and occupancy of the Leased Premises, whichever shall first occur. Landlord shall not be liable for any inconvenience or interruption of business of Tenant occasioned by fire or other casualty. (c) If the Landlord undertakes to restore, rebuild or repair the Leased Premises, and such restoration, rebuilding or repair is not accomplished within one hundred eighty (180) days, and such failure does not result from causes beyond the control of Landlord, Tenant shall have the right to terminate this Lease by written notice to Landlord within thirty (30) days after expiration of said one hundred eighty (180) day period. (d) Landlord shall not be liable to carry fire, casualty or extended damage insurance on the person or property of Tenant or any person. Notwithstanding anything contained in (b) and (c) above, Landlord shall not be required to spend

money to repair the Leased Premises or the Property if the cost of repairs exceed insurance proceeds received by Landlord, or if any mortgagor of the Property requires Landlord to apply the insurance proceeds to its debt.

15. CONDEMNATION. If during the term of this Lease or any renewal thereof, the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unusable for the purpose leased, is acquired or condemned by public authority for public use, then the term of this Lease shall cease and terminate as of the date of the vesting of title in such public authority, or when possession is given to such public authority, whichever event occurs first. Upon such occurrence the rent shall be proportioned as of such date and any prepaid rent shall be returned to Tenant. The Landlord shall be entitled to the entire award for such taking except for any separate statutory claim (recoverable from the condemning authority and not from Landlord) of Tenant for injury, damage or destruction of Tenant's business accomplished by such taking. If a portion of the Leased Premises is taken or condemned by public authority for public use so as not to make the remaining portion of the Leased Premises unusable for the purpose Leased, then rents shall be proportionally adjusted according to the extent of the taking or condemnation. In no event shall Landlord be liable to Tenant for any business interruption, diminution in use or for the value of any unexpired term of this Lease. All compensation awarded or paid for any taking or acquiring under the power or threat of eminent domain, whether for the whole or a part of the Demised Premises shall be the property of Landlord, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or the fee of the Demised Premises or otherwise. All such compensation; provided, however, that Landlord shall not be entitled to any award specifically made to Tenant for the taking of Tenant's trade fixtures, furniture or leasehold improvements to the extent of the cost of Tenant or said improvements (exclusive of Landlord's contribution) less depreciation computed from the date of said improvements to the expiration of the original Lease Term.

16. ASSIGNMENT AND SUBLEASE. Tenant shall not encumber or assign this Lease or sublet all or any part of the Leased Premises without the prior written consent of Landlord. If such assignment is granted, which may or may not be granted by Landlord at its sole discretion, said assignment shall in no way relieve Tenant from its obligation to pay rent or to perform the conditions, covenants and provisions of this Lease. In no event shall this Lease be assigned or be assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Lease or any right or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency or reorganization proceedings. Landlord, at its option, may collect rents from any assignees or subtenants without a release of Tenant under this Lease.

17. SUBORDINATION AND ATTORNMENT. Tenant's rights under this lease are and shall always be subordinate to the operation and effect of any mortgage, deed of trust, ground lease, assignment of leases or other security instrument or operating agreement, or any renewal, modification, consolidation, participation, replacement or extension thereof, now or hereafter entered into by Landlord with respect to the building or related improvements and Property on

which the Leased Premises are located, or any part thereof. This clause shall be self-operative, and no further instrument of subordination shall be required. Tenant agrees to execute all instruments requested by Landlord or any mortgagee, trustee, beneficiary, ground Landlord or assignee of Landlord to confirm such subordination. In the event Tenant fails to execute and deliver a subordination instrument or estoppel certificate within thirty (30) days after Landlord's request, Tenant will be in a performance default. Tenant hereby attorns to any successors to Landlord's interest in the Lease, and shall recognize such successor as Landlord hereunder. Tenant agrees to execute all instruments requested by such successor to confirm such attornment.

18. TENANT'S LIABILITY INSURANCE. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease, a policy of commercial general liability insurance with an insurance company reasonably acceptable to Landlord and in the minimum amount of \$1,000,000 combined annual aggregate limits for bodily injury and property damage (with no lower per occurrence limits), insuring Tenant against any liability arising out of the use, occupancy and/or maintenance of the Property and/or Leased Premises, and naming Landlord additional insured. The limit of such insurance shall not limit the liability of Tenant under this Lease. Before the earlier of the date on which this Lease commences or the date Tenant takes occupancy of the Leased Premises, Tenant shall furnish Landlord with a certificate evidencing the insurance required or, if Landlord requests, a copy of the policy. The certificate or the policy, as the case may be, must state that no modification or cancellation of the coverage may be effective without at least fifteen (15) days prior written notice to Landlord. If Tenant fails to procure and maintain such insurance, Landlord may, but shall not be required to, procure and maintain such insurance at Tenant's sole expense, which Tenant agrees to pay as additional rent.

Additionally, Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease, fire legal liability coverage for the buildings on the Property and all other aspects of the Leased Premises. The certificate or the policy, as the case may be, must state that no modification or cancellation of the coverage may be effective without at least thirty (30) days prior written notice to Landlord. If Tenant fails to procure and maintain such insurance, Landlord may, but shall not be required to, procure and maintain such insurance at Tenant's sole expense, which Tenant agrees to pay as additional rent.

19. LIMITED RECOURSE OF LANDLORD. Tenant acknowledges and agrees that the liability of Landlord under this Lease shall be limited to its interest in the Property and any judgments rendered against Landlord shall be satisfied solely out of the proceeds of sale of its interest in the Property. No personal judgment shall lie against Landlord upon extinguishment of its rights in Property and any judgment so rendered shall not give rise to any right of execution or levy against Landlord's assets. The provisions hereof shall inure to the benefit of Landlord's successors and assigns including any Mortgagee. The foregoing provisions are not intended to relieve Landlord from the performance of any of the Landlord's obligations under this Lease, but only to limit the personal liability of Landlord in case of a judgment against Landlord; nor shall the foregoing be deemed to limit Tenant's rights to obtain injunctive relief or specific performance or to avail itself of any other right or remedy which may be awarded Tenant by law or under this

Lease.

20. INDEMNIFICATION. Tenant shall not indemnify Landlord in connection with loss or damage due to gross negligence of Landlord. Landlord shall not be liable for any damage or injury to any person or property whether it be the person or property of Tenant, Tenant's employees, agents, vendors, guests, invitees, customers or otherwise by reason of, or related to, Tenant's occupancy of the Leased Premises or because of fire, flood, windstorm, Acts of God or for any other reason. Tenant agrees to indemnify and hold harmless Landlord from and against any and all loss, damage, claim, demand, liability or expense by reason of damage to person or property which may arise or relate to, or be claimed to have arisen as a result of or in relation to the occupancy or use of the Leased Premises by Tenant, or in any way arising on account of any injury of damage caused to any person or property on or in the Leased Premises. If Tenant's use of the Leased Premises causes Landlord's insurance premium for the building to be increased, Tenant agrees to pay, as additional rent, the entire cost of such increase.

21. TENANT DEFAULT. In the event the Tenant shall: (a) default in the payment of rent or any other sums payable by the Tenant herein, and such default shall continue for a period of fifteen (15) days, (b) default in the performance of any other covenants or agreements of this Lease and such default shall continue for ten (10) days after written notice thereof, or if the Tenant should become bankrupt or insolvent or any debtor proceedings be taken by or against the Tenant, then and in addition to any and all other legal remedies and rights, the Landlord may declare the entire balance of the rent for the remainder of the term to be due and payable and may collect the same by distress or otherwise. Landlord shall have a lien on the personal property of the Tenant which is located in the Leased Premises and in order to protect its security interest in the same property Landlord may without first obtaining a distress warrant, lock up the Leased Premises in order to protect said interest in the secured property, or the Landlord may terminate this Lease and retake possession of the Leased Premises, or enter the Leased Premises and relet the same without termination, in which later event the Tenant covenants and agrees to pay reasonable attorney's fees and costs and expenses of the Landlord, including court costs. If the Landlord employs an attorney to collect rent or enforce other rights of the Landlord herein in event of any breach as aforesaid, the same shall be payable regardless of whether collection or enforcement is effected by suit or otherwise.

22. LANDLORD DEFAULT. If Landlord defaults in performing any term or covenant that must be performed under this Lease, Tenant may, after not fewer than ten days' notice to Landlord, remedy the default by any necessary action and, in connection with this remedy, may pay expenses and employ counsel. Landlord must, on demand, pay Tenant all sums expended or obligations incurred by Tenant in connection with remedying Landlord's default.

23. CUMULATIVE REMEDIES. The rights and remedies provided by this Lease are cumulative and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

24. NON-WAIVER. No waiver of any covenant or condition of this Lease by either party shall be deemed to imply or constitute a further waiver of the same covenant or condition or any other covenant or condition of this Lease.
25. NOTICES. For the purpose of notice or demand the respective parties shall be served by certified or registered mail, return receipt requested, or in person at the respective address set forth above.
26. INDEPENDENT OBLIGATIONS. Tenant hereby acknowledges that Landlord has made no warranties to Tenant (or to any of Tenant's employees). Landlord hereby expressly disclaims any warranty (including any implied warranty) that the Leased Premises are suitable for Tenant's intent concerning the condition of the Leased Premises or the performance by Landlord. Tenant shall perform, without abatement, its obligations under this Lease.
27. SUCCESSORS AND ASSIGNS. This Lease shall bind and inure to the benefit of the successors, assigns, heirs, executors, administrators and legal representatives of the parties hereto.
28. ENTIRE AGREEMENT; MODIFICATION; SEVERABILITY. This Lease and any addenda's or exhibits signed or initialed by the parties containing all or part of the agreements and conditions between Landlord and Tenant may not be amended or modified unless set forth in a writing executed by both parties. The unenforceable, invalid or illegal nature of any provision of this Lease shall not render any other provision herein unenforceable, invalid or illegal.
29. CONSTRUCTION OF LANGUAGE. Words of any gender used in this Lease, shall be held to include any other gender, and words in the singular shall be held to include the plural and the plural to include the singular, when the sense requires. The Section headings and titles are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.
30. HAZARDOUS MATERIALS. The term "Hazardous Materials" 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." "Environmental Law" shall mean any federal, state or local statute, ordinance, regulation or other law of a government or quasi-governmental authority relating to pollution or protection of the environment or the regulation of the storage or handling of Hazardous Materials. Tenant agrees to indemnify and hold Landlord, its officer, employees or agents, harmless from all claims, demands, actions, liabilities, cost, damages, penalties, obligations and expenses, including but not limited to reasonable attorney fees of any nature arising from or a result of any contamination of the Property with Hazardous Materials, or otherwise arising from the use of the Property by Tenant. The foregoing indemnification and responsibilities of Tenant do not predate Tenant's occupancy.
31. MISCELLANEOUS. Please refer to Exhibits "A", "B", "C", and "D" attached hereto and

incorporated herein by this reference.

32. BROKER. Tenant warrants that it has had no dealings with any broker or agent in connection with the negotiation or execution of this Lease. Tenant agrees to indemnify Landlord and hold Landlord harmless from and against any and all costs, expenses or liability for commissions or other compensation or charges claimed by any broker or agent.

33. AUTHORITY TO EXECUTE LEASE. If Tenant is not an individual person or a sole proprietorship but rather is an entity such as a corporation, limited liability company, limited partnership, limited liability partnership, trust, general partnership or the like, then each individual executing this Lease on behalf of said entity represents and warrants that he or she is duly authorized to execute and deliver this lease on behalf of said entity in accordance with a duly adopted instrument of the board or other governing body of the entity or in accordance with the bylaws or other governing rules of the entity, and that this Lease is binding upon said entity in accordance with its terms. Upon Landlord's request, Tenant shall furnish Landlord with proper proof of due authorization for Tenant's execution of this Lease as Landlord shall require.

IN WITNESS WHEREOF, Tenant and Landlord have caused this Lease to be executed as of the date first written above, by their respective duly authorized officers or parties.

Landlord:

Nelson L. Nagle
Printed Name

Nelson L. Nagle
Signature

Date: 5-12-99

Tenant: Williamson County

John C. Drenfeler
Printed Name

John C. Drenfeler
Signature

Date: 5-18-99

PERSONAL GUARANTEE

By executing in the space provided below, the undersigned hereby unconditionally, absolutely, jointly and severally guarantees payment by Tenant of all of the sums payable under the above Lease, and performance by Tenant of all of its obligations under the above Lease. If Tenant shall fail or refuse to perform and comply with any or all of the provisions of the above Lease, the

undersigned shall fully and punctually perform and comply with the provisions with respect to which Tenant has failed or refused, all without cost or expense to Landlord

Nelson L. Nagle
Printed Name

Williamson County
John C Daerfler
Printed Name

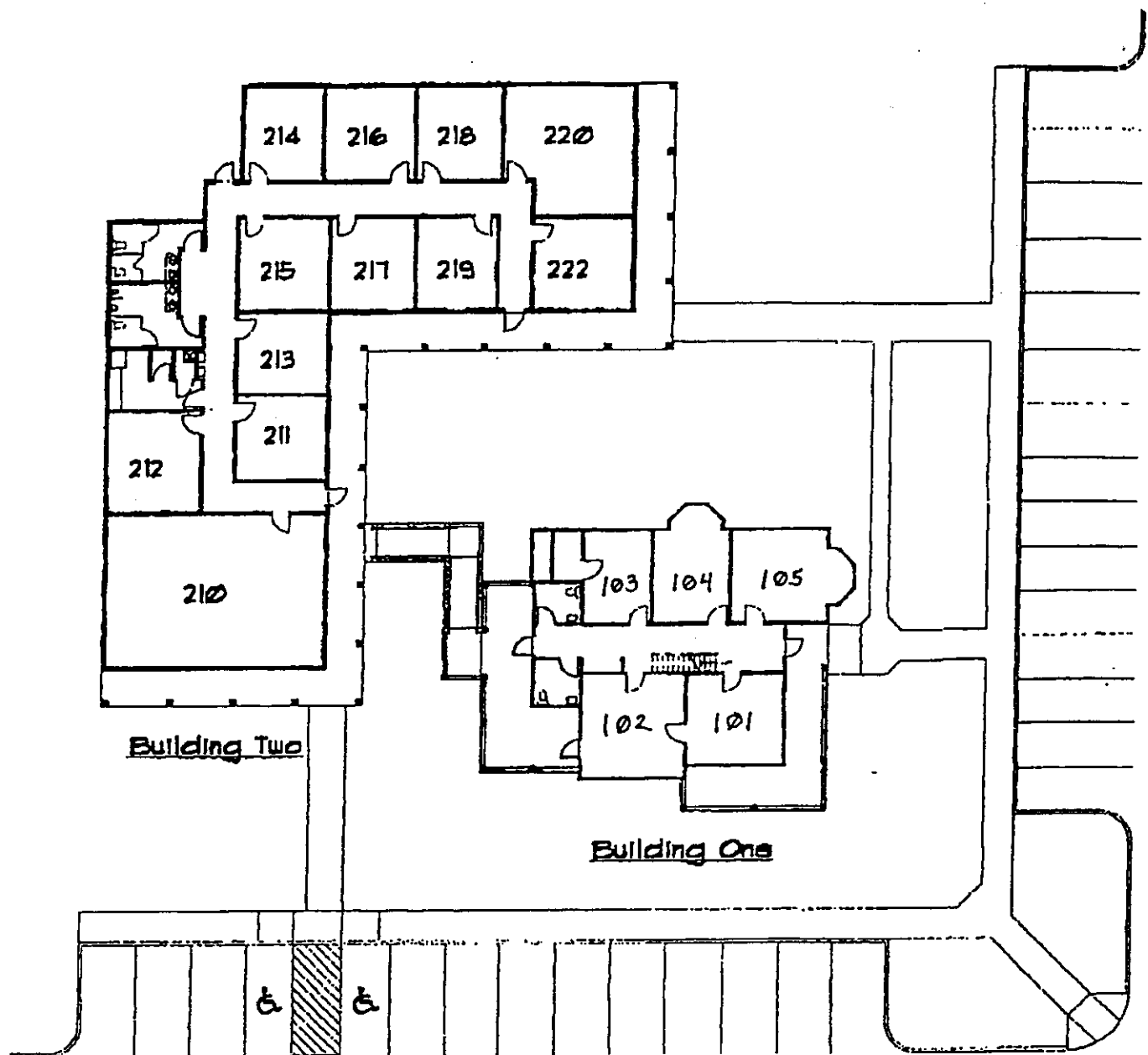
Nelson L. Nagle
Signature

John C Daerfler
Signature

Date: 5-12-99

Date: 5-18-99

EXHIBIT "A" TO LEASE AGREEMENT
DESCRIPTION OF THE PROPERTY AND LEASED PREMISES



 SITE PLAN

**EXHIBIT "B" TO LEASE AGREEMENT
PROPERTY RULES AND AGREED REGULATIONS**

1. Sidewalks and doorways other similar areas shall not be obstructed by tenants or used by any tenant for any purpose other than ingress to or egress from the Leased Premises or for going from one to another part of the Property.
2. Plumbing, fixtures, and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags, or other unsuitable materials shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by a tenant shall be paid by that tenant, and Landlord shall not in any case be responsible therefor.
3. Absent an emergency situation, Tenant shall not place any addition lock or locks on any doors in its leased premises without Landlord's prior written consent, which shall not be unreasonably withheld.
4. With respect to work being performed by tenants in any leased area with the approval of Landlord, Tenants will refer all contractors, contractors' representatives, and workmen rendering any service to them to Landlord for Landlord's supervision, approval and control before the performance of any contractual services. All contractors must be state licensed, insured and will conduct all work in accordance with all county, state, fire or other governmental regulation, (including obtaining building permits). Tenant/Contractor shall furnish Landlord with contractors insurance and the construction contract before work is scheduled to commence.
5. Landlord shall have the power to prescribe the weight and position of safes and other heavy equipment, which shall, in all cases, to distribute the weight, stand on supporting devices approved by Landlord. All damage done to the Property by taking in or putting out any property of a tenant, or done by a tenant's property in the building, shall be repaired at the expense of such tenant.
6. Tenant shall keep its leased premises neat and clean.
7. Should a tenant require telegraphic, telephonic, annunciator, or other communication service, Landlord will direct the electrician where and how wires are to be introduced and placed and none shall be introduced or placed except as Landlord shall direct.
8. Tenant shall not make or permit any improper noises at the Property or otherwise interfere in any way with other tenants or persons having business with them.
9. Nothing shall be swept or thrown into corridors, halls, or stairways. No animals shall be brought into or kept in, on, or about the Property.
10. No machinery other than standard office equipment shall be operated by any tenant in its

leased premises without the prior written consent of Landlord, nor shall any tenant use or keep at the Property any inflammable or explosive fluid or substance.

11. No portion of any tenant's leased premises shall at any time be used or occupied as sleeping or lodging quarters.

12. Landlord reserves the right to rescind any of these rules and regulations within reason and to make such other and further rules and regulations as in its judgment shall from time to time be advisable for the safety, protection, care, and cleanliness of the Property, the operation thereof, the preservation of good order therein and the protection and comfort of the tenants and their agents, employees, and invitees, which rules and regulations, when made and written notice thereof is given to a tenant, shall be binding upon it in like manner as if originally herein prescribed.

13. Landlord will not be responsible for lost or stolen property, money or jewelry from a tenant's leased property or public areas, regardless of whether such loss occurs when the area is locked against entry or not.

14. A leased area shall not be occupied by an average of more than one (1) employee per 125 square feet of space in a tenant's leased premises without the prior written consent of Landlord.

15. Alcoholic beverages cannot be consumed or sold on this Property and there shall not be any smoking inside any building on the Property.

16. Tenant agrees at Tenant's sole cost to vent Leased Premises of smoke or other fumes caused by Tenant's equipment.

17. Any additional electricity required for Tenant's use will be supplied at Tenant's sole expense, including pulling power to building and/or internal circuits or outlets. Such additional electricity may only be supplied with the Landlord's consent. Tenant accepts electrical circuits, wiring, outlets in Leased Premises "as is".

18. Landlord has the right to evacuate the Property in the event of an emergency or catastrophe.

19. No bicycles, motorcycles or similar vehicles will be allowed in the buildings on the property.

20. Tenants shall not do, or permit anything to be done on or about the Property, or bring or keep anything therein, that will in any way increase the rate of fire or other insurance on the Property and its buildings, or otherwise increase the possibility of fire or other casualty.

21. Tenant shall comply with such parking rules and regulations as may be posted and distributed from time to time.

22. Prior written approval, which shall be at Landlord's sole discretion, must be obtained for installation of window shades, blinds, drapes, or any other window treatment of any kind whatsoever. Landlord will control all internal lighting that may be visible from the exterior of the Building and shall have the right to change any unapproved lighting, without notice to Tenant, at Tenant's expense.

23. Tenant shall provide plexiglass or other pads for all chairs mounted on rollers or casters.

24. Moving of any heavy or other significant items in or out of the Building must be done after 5:30 p.m. or before 7:30 a.m. during the regular work week Monday through Friday. On weekends, Saturdays or Sundays, any moving must be cleared with the Management. The Tenant will be responsible for any damages incurred during his/her move. Scratches, dents, tears in wall paper, holes in walls and carpet tears, chips in door jams and broken light fixtures are all considered damages.

EXHIBIT "C" TO LEASE AGREEMENT
SAFETY WARNING ACKNOWLEDGMENT

Tenant acknowledges that Tenant has been warned as set forth below and agrees to the following:

1. ...to take all necessary precautions to protect Tenant, Tenant's customers, invitees and licensees and each of their respective property from and against any and all criminal, negligent, tortious intention or other conduct by persons on or about or near the Leased Premises and the Property.
2. ...that Landlord has informed Tenant that of the date of this Lease the Landlord does not provide security of any type.
3. ...that Landlord has given Tenant a letter with a phone number for crime information.
4. ...that Landlord has not made by warranty or representation, any guarantee as to the safety of the Leased Premises or the Property.
5. ...that Tenant assumes on behalf of Tenant's customers, invitees and licensees the risk of personal injury, death and property damage and loss which may be caused to them while at this Property transacting with Tenant.
6. ...if a third party causes any criminal, negligent, tortious, intentional or other conduct, Tenant will release and hold harmless Landlord and all of Landlord's Owners, Officers, Directors, Agents and Employees from all liability and damages (including all actual, special, consequential, punitive or other damages) suffered by Tenant, any of Tenant's customers, invitees and licensees.

Tenant hereby acknowledges that personal injury, death and property damage and loss may be caused to Tenant, Tenant's customers, invitees and licensees by the criminal negligent, tortious, intentional or other conduct of persons on or about or near the Leased Premises or the Property. Tenant is advised and warned to take all necessary precautions to protect Tenant, Tenant's customers, invitees and licensees and each of their respective property located on or about or near the Leased Premises or the Property.

EXHIBIT "D" TO LEASE AGREEMENT SECURITY GUIDELINES

The Landlord would like to give you some important safety guidelines. Follow these guidelines and use common sense in practicing safe conduct. Inform all people in your office about these guidelines.

PERSONAL SECURITY - WHILE INSIDE THE OFFICE

1. Lock your doors, and windows if applicable, if you are alone or it is after hours.
2. When answering the door, if you do not know the person, first talk with him or her without opening the door. Do not open the door if you have doubts. Do not allow solicitors in your office.
3. Do not give out keys, entry codes, gate cards or lock combinations.
4. Do not put your name, address, or phone number on your key ring.
5. If you are concerned because you have lost your key or because someone you distrust has a key, ask the management company to rekey the locks. We think you have a right to this as long as you pay for all rekeying required. If you cannot afford this, reasonable accommodation will be made.
6. Dial 911 for emergencies. In case the 911 number does not operate properly, keep phone numbers handy for the police, fire and EMS. If an emergency arises, call the appropriate governmental authorities first, then call the management.
7. Check your door locks, window latches if applicable, and other security devices regularly to be sure they are working properly.
8. Immediately report the following to management in writing, dated and signed:
 - Any needed repairs of locks, latches, doors, windows, smoke detectors and alarm systems and/or
 - Any malfunction of other safety devices outside your office such as broken gate locks, burned out lights in stairwells and parking lots, blocked passages, broken railings, etc...
9. Close blinds and window shades at night.
10. Mark or engrave identification on valuable personal property. Be sure to carry personal/business property insurance. Do not leave valuables, purses, money, etc. where it

can be seen or easily accessed.

PERSONAL SECURITY - WHILE OUTSIDE YOUR OFFICE

11. Lock your doors while you are gone, even if only for a minute.
12. Do your best not to walk alone at night.
13. Do not hide a key under the doormat, ashtray, above the door or a nearby flower pot. These are the first places a burglar will look.
14. Carry your door key in your hand, whether it is daylight or dark, when walking to your door. You are much more vulnerable when you are looking for your keys.

PERSONAL SECURITY - WHILE USING YOUR VEHICLE

15. Lock your car doors when driving. Lock your car doors and roll up your windows when leaving your vehicle parked.
16. Do not leave exposed items in your car such as cassette tapes, cd's, wrapped packages, briefcases, purses, phones, etc.
17. Carry your key in your hand while walking to your car, whether it is day or night.
18. Check the back seat before getting into your car.
19. Do not stop at gas stations or automatic teller machines at night or anytime you suspect danger.

PERSONAL SECURITY AWARENESS

No security warning, program or system is fail-safe. Even the best system cannot prevent crime. Always proceed as if security systems do not exist since they are subject to malfunction, tampering, and human error. We disclaim any expressed or implied warranties of security.

TENANT ESTOPPEL LETTER

Mutual Service Life Insurance Company
Two Pine Tree Drive
Arden Hills, Minnesota 55112

Re: Lease Dated: May 12, 1999
Borrower: NELSON L. NAGLE, an unmarried person
Tenant: _____
 a _____
Premises: Nelson Nagle Office Building
 400 West Main Street
 Round Rock, Texas
Suite No.: 104 & 218

Ladies and Gentlemen:

It is our understanding that you are making a mortgage loan (hereinafter referred to as the "Loan") to NELSON L. NAGLE, an unmarried person (hereinafter referred to as the "Borrower"), which loan is to be secured by a Deed of Trust, Assignment of Leases and Security Agreement (Also Constituting a Fixture Filing) (hereinafter referred to as the "Deed of Trust") on the premises described above (hereinafter referred to as the "Premises") and an Assignment of Rents (hereinafter referred to as the "Assignment of Rents") by the Borrower to you of the Borrower's interest in the above-described Lease (hereinafter referred to as the "Lease"). It is our further understanding that, among other things, as a condition precedent to the making of the Loan you require the following certifications by the undersigned (hereinafter referred to as the "Tenant").

Accordingly, Tenant, in and under the Lease, hereby certifies that as of the date hereof:

1. The Lease represents the entire agreement between Borrower and Tenant, is in full force and effect and has not been assigned, extended, modified, supplemented or amended in any way;
2. Tenant has accepted delivery of 465 square feet of the Premises commonly known as Suite No. 104 & 218 (hereinafter referred to as the "Demised Premises"), has entered into occupancy thereof and is conducting business therein;

3. Tenant has not entered into any agreements providing for the discounting, advance payment, abatement or offsetting of rents, and no rent has been paid for more than one (1) month in advance;
4. Tenant has fully inspected the Demised Premises and found the same to be as required by the Lease, in good order and repair, and all conditions under the Lease to be performed by Borrower have been satisfied;
5. The primary term of the Lease commenced on June 1, 1999, and continues to _____, 19____, and contains one (1) renewal options of three (3) years each;
6. Rental payments are being made on a current basis and have been paid through the month of _____, 19____;
7. Minimum annual rent payable (exclusive of percentage rental, Tenant's share of operating expenses and Tenant's share of taxes) is \$ 12,000.00;
8. Tenant has paid a security deposit of \$ 2400 to Borrower;
9. As of this date, Borrower is not in default under any of the terms, conditions, provisions or agreements of the Lease, and Tenant has no offsets, claims or defenses against Borrower;
10. Tenant has no options or rights of first refusal to purchase the Premises or any part thereof;
11. Tenant (a) is not presently engaged in nor does it presently permit, (b) has not at any time in the past engaged in nor permitted, and (c) has no knowledge that any third person or entity engaged in or permitted, any operations or activities upon, or any use or occupancy of the Premises, or any portion thereof, for the purpose of or in any way involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether legal or illegal, accidental or intentional) of any hazardous substances, materials or wastes, or any wastes regulated under any local, state or federal law.

Tenant understands that Borrower's interest in the Lease has been collaterally assigned to you pursuant to the Assignment of Rents. If there is a default by Borrower in the performance and observance of the terms of the Loan, you may, at your option but are not required to, demand that all rents due under the Lease be paid from Tenant directly to you. Tenant agrees that upon notification from you to that effect it will remit any payments when due under the Lease to your order. Such payment shall constitute performance in full of Tenant's obligations under the Lease. Until Tenant receives such written notification to that effect from you, Tenant will continue to make payments to Borrower as required under the Lease.

Tenant further agrees that the Assignment of Rents does not impair or diminish any of the Borrower's obligations under the Lease nor impose any of such obligations on you. Tenant agrees that it will not pay any rent under said Lease more than thirty (30) days in advance of its due date, will not surrender or consent to the modification of any of the terms of the Lease, nor to the termination thereof by Borrower without your accompanying consent. Further, Tenant will notify you at your address set forth above of any default on the part of Borrower which Tenant proposes to cure or to use as a basis for cancellation of the Lease, and grant to you the option to cure said default within a reasonable length of time. Tenant further agrees not to invoke any of its remedies under the Lease during the period that you are proceeding to cure such default, with due diligence, or are taking steps with due diligence to obtain the legal right to enter the Premises and cure the default.

Dated: May 12, 1999.

Sincerely,

Williamson County

John C. Dreyfler

John C. Dreyfler

5-18-99

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT, made and entered into as of this 12th day of May, 1999, by and between _____, a _____ (hereinafter referred to as the "Tenant"), whose address is _____, NELSON L. NAGLE, an unmarried person (hereinafter referred to as the "Borrower"), whose address is 400 West Main Street, Round Rock, Texas 78664, and MUTUAL SERVICE LIFE INSURANCE COMPANY, a Minnesota corporation (hereinafter referred to as the "Lender"), whose address is Two Pine Tree Drive, Arden Hills, Minnesota 55112.

PRELIMINARY STATEMENT OF FACTS:

A. Lender has agreed to make a first mortgage loan (hereinafter referred to as the "Loan") to Borrower, repayment of which is to be secured by a Deed of Trust, Assignment of Leases and Security Agreement (Also Constituting a Fixture Filing) (hereinafter referred to as the "Deed of Trust") on certain real estate as more fully described in Exhibit "A" attached hereto and the improvements thereon (hereinafter referred to as the "Premises").

B. The Deed of Trust has been recorded in the real estate records of the County of Williamson, State of Texas, as Instrument No. _____, in Book _____, Page _____.

C. The Tenant is the present lessee under a lease dated May 12, 1999, made by Borrower, as landlord, demising a portion of the Premises (said lease and all amendments thereto being hereinafter referred to as the "Lease").

D. As a condition precedent to Lender's disbursement of Loan proceeds, Lender has required that Tenant subordinate the Lease and its interest in the Premises in all respects to the lien of the Deed of Trust.

E. In return, the Lender is agreeable to not disturbing the Tenant's possession of the Premises.

F. The Lender is disbursing the Loan proceeds in reliance upon the agreements contained in this instrument, but for which it would not disburse the Loan.

NOW, THEREFORE, in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, it is hereby agreed as follows:

1. SUBORDINATION. The Lease, and the rights of Tenant in, to or under the Lease and in and to the Premises, are hereby subjected and subordinated and shall remain in all respects and for all purposes subject, subordinate and junior to the lien of the Deed of Trust and any and all amendments, supplements, modifications, renewals, extensions or replacements thereto, thereof or therefor,

and to the rights and interest of the from time to time holder of the Deed of Trust, as fully and with the same effect as if the Deed of Trust had been duly executed, acknowledged and recorded, and the indebtedness secured thereby had been fully disbursed prior to the execution of the Lease or possession of the Premises by Tenant, or its predecessors in interest.

2. PURCHASE OPTIONS. Any options or rights contained in said Lease to acquire title to the Premises are hereby made subject and subordinate to the rights of the Lender under the Deed of Trust, and any acquisition of title to the Premises made by Tenant during the term of the Deed of Trust shall be made subordinate and subject to the Deed of Trust. In any action or proceeding to foreclose the Deed of Trust, or upon the acceptance of a deed in lieu of foreclosure, the Lender shall have the right, in its sole discretion, to extinguish any options or rights to acquire title to the Premises.
3. TENANT NOT TO BE DISTURBED. If the interests of Borrower shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by it in lieu of or pursuant to a foreclosure, or by any other manner, and Lender succeeds to the interest of the Borrower under the Lease, and provided that Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Tenant's possession of the Premises and Tenant's rights and privileges under the Lease, or any extensions or renewals thereof which may be effected in accordance with any renewal rights therefor in the Lease, shall not be diminished or interfered with by Lender, and Tenant's occupancy of the Premises shall not be disturbed by Lender for any reason whatsoever during the term of the Lease or any such extensions or renewals thereof.
4. TENANT NOT TO BE JOINED IN FORECLOSURE. So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Lender will not join Tenant as a party defendant in any action or proceeding foreclosing the Deed of Trust unless such joinder is necessary to foreclose the Deed of Trust and then only for such purpose and not for the purpose of terminating the Lease.
5. TENANT TO ATTORN TO LENDER. If the interests of Borrower shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by it in lieu of or pursuant to a foreclosure, or by any other manner, and Lender succeeds to the interest of the Borrower under the Lease, Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if Lender were the landlord under the Lease, and

Tenant does hereby attorn to Lender as its landlord, said attornment to be effective and self-operative immediately upon Lender succeeding to the interest of the Borrower under the Lease without the execution of any further instruments on the part of any of the parties hereto; provided, however, that Tenant shall be under no obligation to pay rent to Lender until Tenant receives written notice from Lender that it has succeeded to the interest of the Borrower under the Lease. The respective rights and obligations of Tenant and Lender upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as now set forth therein; it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth at length herein.

6. LENDER NOT BOUND BY CERTAIN ACTS OF BORROWER. If Lender shall succeed to the interest of Borrower under the Lease, Lender shall not be: (a) liable for any act or omission of any prior landlord (including Borrower); (b) subject to any offsets or defenses which Tenant might have against any prior landlord (including Borrower); (c) bound by any rent or additional rent which Tenant might have paid for more than the then current installment; (d) bound by any amendment or modification of the Lease made without its consent; (e) bound by any provisions of the Lease regarding the commencement or completion of any construction; (f) bound by any provision of the Lease which provided for warranties of construction from the Borrower to the Tenant; (g) bound by any provision of the Lease restricting the use of other properties owned by Lender, as landlord, for purposes which compete with Tenant; nor (h) liable for the return of any security deposit except to the extent actually received by Lender from Borrower. In the event of a default by Borrower under the Lease or an occurrence that would give rise to an offset against rent or claim against Borrower under the Lease, Tenant will use its best efforts to set off such defaults against rents currently due Borrower and will give Lender notice of such defaults or occurrence at the address of Lender as set forth above and will give Lender such time as is reasonably required to cure such default or rectify such occurrence, provided Lender uses reasonable diligence to correct the same. Tenant agrees that notwithstanding any provision of the Lease to the contrary, it will not be entitled to cancel the Lease, or to abate or offset against the rent, or to exercise any other right or remedy until Lender has been given notice of default and opportunity to cure such default as provided herein.
7. HAZARDOUS WASTE. Tenant: (a) is not presently engaged in nor does it presently permit; (b) has not at any time in the past engaged in nor permitted; (c) has no knowledge that any third person or entity has engaged in or permitted; and (d) will not in the future engage in or permit any operations or activities upon, or any use or occupancy of the Premises, or any portion thereof, for the purpose of or in any way involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether legal or

illegal, accidental or intentional) of any hazardous substances, materials or wastes, or any wastes regulated under any local, state or federal law.

8. ASSIGNMENT OF RENTS. Borrower will by a separate Assignment of Rents (hereinafter referred to as the "Assignment of Rents") assign its interest in the rents and payments due under the Lease to Lender as security for repayment of the Loan. If in the future there is a default by the Borrower in the performance and observance of the terms of the Deed of Trust, the Lender may, at its option under the Assignment of Rents, require that all rents and other payments due under the Lease be paid directly to it. Upon notification to that effect by the Lender, the Borrower hereby authorizes and directs Tenant, and the Tenant agrees, to pay any payments due under the terms of the Lease to Lender. The Assignment of Rents does not diminish any obligations of the Borrower under the Lease or impose any such obligations on the Lender.
9. SUCCESSORS AND ASSIGNS. This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon the parties hereto and their heirs, administrators, representatives, successors and assigns, including without limitation each and every from time to time holder of the Lease or any other person having an interest therein and shall inure to the benefit of the Lender and its successors and assigns.
10. CHOICE OF LAW. This Agreement is made and executed under and in all respects is to be governed by and construed in accordance with the laws of the State where the Premises are situate.
11. CAPTIONS AND HEADINGS. The captions and headings of the various sections of this Agreement are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.
12. NOTICES. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing and the mailing thereof by certified mail, or equivalent, to the addresses as set forth above, or to such other places any party hereto may by notice in writing designate shall constitute service of notice hereunder.

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IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed as of the date first above written.

TENANT:

Williamson County

John C. Doerfler

John C. Doerfler

5-18-99

BORROWER:

Nelson L. Nagle

LENDER:

MUTUAL SERVICE LIFE INSURANCE
COMPANY, a Minnesota corporation

By: _____

Its: _____

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(The following acknowledgment is to be used if Tenant is a corporation or partnership.)

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
1999, by _____, the _____ of
_____, a _____, on
behalf of the _____.

Notary Public

My Commission Expires:

(The following acknowledgment is to be used if Tenant is an individual.)

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
1999, by _____.

Notary Public

My Commission Expires:

(The following acknowledgment is to be used by Borrower.)

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by Nelson L. Nagle, an unmarried person.

Notary Public

(The following acknowledgment is to be used by Lender.)

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by _____, the _____ of Mutual Service Life Insurance Company, a Minnesota corporation, on behalf of the corporation.

Notary Public

THIS DOCUMENT WAS DRAFTED BY:

Kenneth C. Rowe
OPPENHEIMER WOLFF & DONNELLY LLP
3400 Plaza VII
45 South Seventh Street
Minneapolis, Minnesota 55402-1609
(612) 607-7000

CONSENT OF SUBTENANT
TO
SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

The undersigned (hereinafter referred to as the "Subtenant") has entered into a sublease (hereinafter referred to as the "Sublease") dated _____, 19____ with the Tenant pertaining to the Premises as defined in the attached Subordination, Non-Disturbance and Attornment Agreement.

In consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Subtenant, the Subtenant hereby consents to the terms and conditions of the attached Subordination, Non-Disturbance and Attornment Agreement (hereinafter referred to as the "Agreement") and agrees and acknowledges that by signing this Consent the entire interest of the Subtenant in and to the Premises and under the Lease and the Sublease shall be fully subordinate and junior to the lien of the Deed of Trust and subject to the terms of the Deed of Trust and the Agreement. The terms used herein shall have the same meaning as those defined in the Agreement.

Dated this _____ day of _____, 1999.

SUBTENANT:

a _____

By: _____

Its: _____

(The following acknowledgment is to be used if SubTenant is a corporation or partnership.)

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by _____, the _____ of _____, a _____, on behalf of the _____.

Notary Public

My Commission Expires:

(The following acknowledgment is to be used if SubTenant is an individual.)

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by _____.

Notary Public

My Commission Expires:

EXHIBIT "A"
LEGAL DESCRIPTION

undersigned shall fully and punctually perform and comply with the provisions with respect to which Tenant has failed or refused, all without cost or expense to Landlord

Nelson L. Nagle
Printed Name

Nelson L. Nagle
Signature

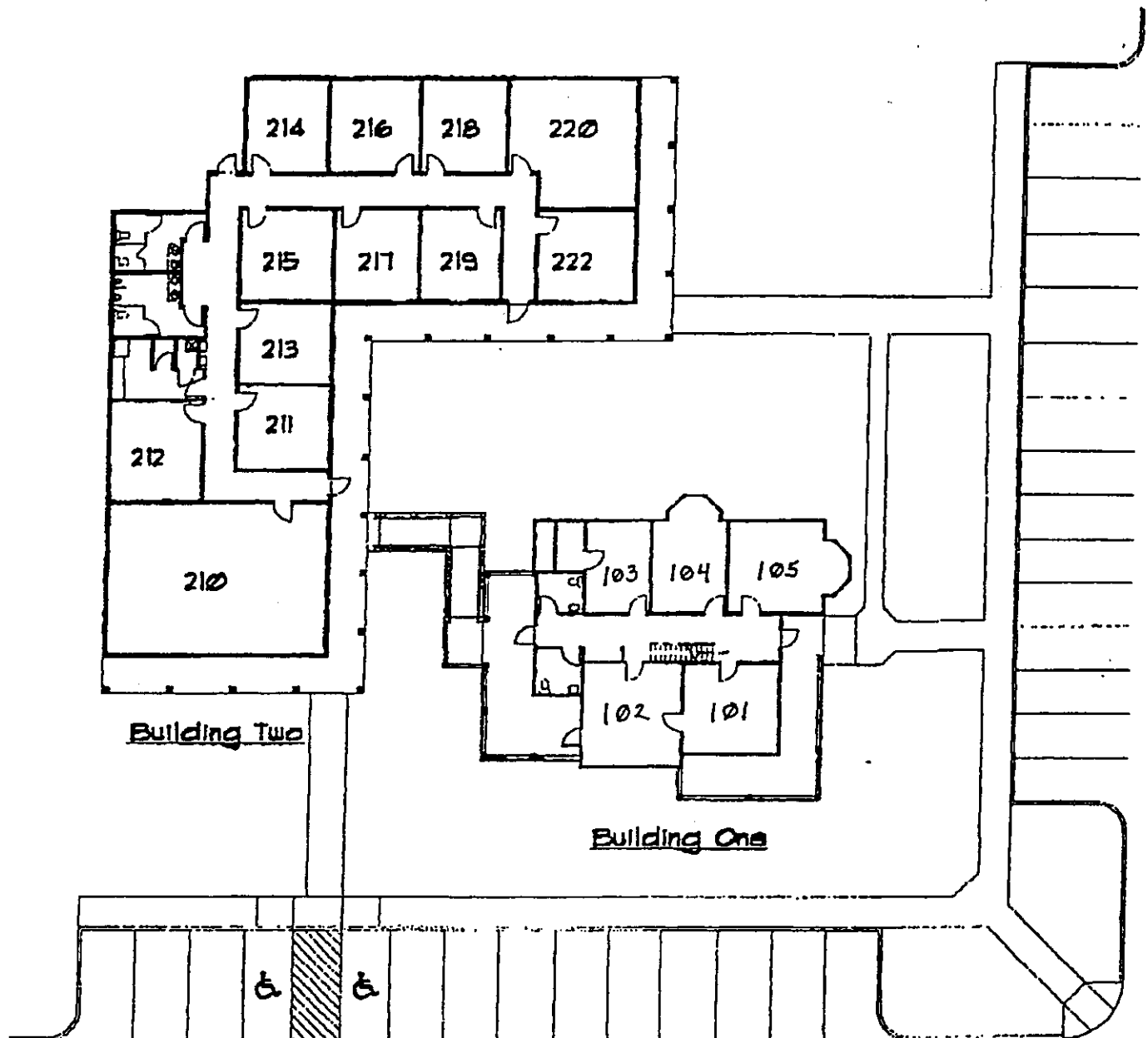
Date: 5-12-99

Williamson County
John C. Doerfler
Printed Name

John C. Doerfler
Signature

Date: 5-18-99

EXHIBIT "A" TO LEASE AGREEMENT
DESCRIPTION OF THE PROPERTY AND LEASED PREMISES



 SITE PLAN

**EXHIBIT "B" TO LEASE AGREEMENT
PROPERTY RULES AND AGREED REGULATIONS**

1. Sidewalks and doorways other similar areas shall not be obstructed by tenants or used by any tenant for any purpose other than ingress to or egress from the Leased Premises or for going from one to another part of the Property.
2. Plumbing, fixtures, and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags, or other unsuitable materials shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by a tenant shall be paid by that tenant, and Landlord shall not in any case be responsible therefor.
3. Absent an emergency situation, Tenant shall not place any addition lock or locks on any doors in its leased premises without Landlord's prior written consent, which shall not be unreasonably withheld.
4. With respect to work being performed by tenants in any leased area with the approval of Landlord, Tenants will refer all contractors, contractors' representatives, and workmen rendering any service to them to Landlord for Landlord's supervision, approval and control before the performance of any contractual services. All contractors must be state licensed, insured and will conduct all work in accordance with all county, state, fire or other governmental regulation, (including obtaining building permits). Tenant/Contractor shall furnish Landlord with contractors insurance and the construction contract before work is scheduled to commence.
5. Landlord shall have the power to prescribe the weight and position of safes and other heavy equipment, which shall, in all cases, to distribute the weight, stand on supporting devices approved by Landlord. All damage done to the Property by taking in or putting out any property of a tenant, or done by a tenant's property in the building, shall be repaired at the expense of such tenant.
6. Tenant shall keep its leased premises neat and clean.
7. Should a tenant require telegraphic, telephonic, annunciator, or other communication service, Landlord will direct the electrician where and how wires are to be introduced and placed and none shall be introduced or placed except as Landlord shall direct.
8. Tenant shall not make or permit any improper noises at the Property or otherwise interfere in any way with other tenants or persons having business with them.
9. Nothing shall be swept or thrown into corridors, halls, or stairways. No animals shall be brought into or kept in, on, or about the Property.
10. No machinery other than standard office equipment shall be operated by any tenant in its

leased premises without the prior written consent of Landlord, nor shall any tenant use or keep at the Property any inflammable or explosive fluid or substance.

11. No portion of any tenant's leased premises shall at any time be used or occupied as sleeping or lodging quarters.

12. Landlord reserves the right to rescind any of these rules and regulations within reason and to make such other and further rules and regulations as in its judgment shall from time to time be advisable for the safety, protection, care, and cleanliness of the Property, the operation thereof, the preservation of good order therein and the protection and comfort of the tenants and their agents, employees, and invitees, which rules and regulations, when made and written notice thereof is given to a tenant, shall be binding upon it in like manner as if originally herein prescribed.

13. Landlord will not be responsible for lost or stolen property, money or jewelry from a tenant's leased property or public areas, regardless of whether such loss occurs when the area is locked against entry or not.

14. A leased area shall not be occupied by an average of more than one (1) employee per 125 square feet of space in a tenant's leased premises without the prior written consent of Landlord.

15. Alcoholic beverages cannot be consumed or sold on this Property and there shall not be any smoking inside any building on the Property.

16. Tenant agrees at Tenant's sole cost to vent Leased Premises of smoke or other fumes caused by Tenant's equipment.

17. Any additional electricity required for Tenant's use will be supplied at Tenant's sole expense, including pulling power to building and/or internal circuits or outlets. Such additional electricity may only be supplied with the Landlord's consent. Tenant accepts electrical circuits, wiring, outlets in Leased Premises "as is".

18. Landlord has the right to evacuate the Property in the event of an emergency or catastrophe.

19. No bicycles, motorcycles or similar vehicles will be allowed in the buildings on the property.

20. Tenants shall not do, or permit anything to be done on or about the Property, or bring or keep anything therein, that will in any way increase the rate of fire or other insurance on the Property and its buildings, or otherwise increase the possibility of fire or other casualty.

21. Tenant shall comply with such parking rules and regulations as may be posted and distributed from time to time.

22. Prior written approval, which shall be at Landlord's sole discretion, must be obtained for installation of window shades, blinds, drapes, or any other window treatment of any kind whatsoever. Landlord will control all internal lighting that may be visible from the exterior of the Building and shall have the right to change any unapproved lighting, without notice to Tenant, at Tenant's expense.

23. Tenant shall provide plexiglass or other pads for all chairs mounted on rollers or casters.

24. Moving of any heavy or other significant items in or out of the Building must be done after 5:30 p.m. or before 7:30 a.m. during the regular work week Monday through Friday. On weekends, Saturdays or Sundays, any moving must be cleared with the Management. The Tenant will be responsible for any damages incurred during his/her move. Scratches, dents, tears in wall paper, holes in walls and carpet tears, chips in door jams and broken light fixtures are all considered damages.

**EXHIBIT "C" TO LEASE AGREEMENT
SAFETY WARNING ACKNOWLEDGMENT**

Tenant acknowledges that Tenant has been warned as set forth below and agrees to the following:

1. ...to take all necessary precautions to protect Tenant, Tenant's customers, invitees and licensees and each of their respective property from and against any and all criminal, negligent, tortious intention or other conduct by persons on or about or near the Leased Premises and the Property.
2. ...that Landlord has informed Tenant that of the date of this Lease the Landlord does not provide security of any type.
3. ...that Landlord has given Tenant a letter with a phone number for crime information.
4. ...that Landlord has not made by warranty or representation, any guarantee as to the safety of the Leased Premises or the Property.
5. ...that Tenant assumes on behalf of Tenant's customers, invitees and licensees the risk of personal injury, death and property damage and loss which may be caused to them while at this Property transacting with Tenant.
6. ...if a third party causes any criminal, negligent, tortious, intentional or other conduct, Tenant will release and hold harmless Landlord and all of Landlord's Owners, Officers, Directors, Agents and Employees from all liability and damages (including all actual, special, consequential, punitive or other damages) suffered by Tenant, any of Tenant's customers, invitees and licensees.

Tenant hereby acknowledges that personal injury, death and property damage and loss may be caused to Tenant, Tenant's customers, invitees and licensees by the criminal negligent, tortious, intentional or other conduct of persons on or about or near the Leased Premises or the Property. Tenant is advised and warned to take all necessary precautions to protect Tenant, Tenant's customers, invitees and licensees and each of their respective property located on or about or near the Leased Premises or the Property.

EXHIBIT "D" TO LEASE AGREEMENT SECURITY GUIDELINES

The Landlord would like to give you some important safety guidelines. Follow these guidelines and use common sense in practicing safe conduct. Inform all people in your office about these guidelines.

PERSONAL SECURITY - WHILE INSIDE THE OFFICE

1. Lock your doors, and windows if applicable, if you are alone or it is after hours.
2. When answering the door, if you do not know the person, first talk with him or her without opening the door. Do not open the door if you have doubts. Do not allow solicitors in your office.
3. Do not give out keys, entry codes, gate cards or lock combinations.
4. Do not put your name, address, or phone number on your key ring.
5. If you are concerned because you have lost your key or because someone you distrust has a key, ask the management company to rekey the locks. We think you have a right to this as long as you pay for all rekeying required. If you cannot afford this, reasonable accommodation will be made.
6. Dial 911 for emergencies. In case the 911 number does not operate properly, keep phone numbers handy for the police, fire and EMS. If an emergency arises, call the appropriate governmental authorities first, then call the management.
7. Check your door locks, window latches if applicable, and other security devices regularly to be sure they are working properly.
8. Immediately report the following to management in writing, dated and signed:
 - Any needed repairs of locks, latches, doors, windows, smoke detectors and alarm systems and/or
 - Any malfunction of other safety devices outside your office such as broken gate locks, burned out lights in stairwells and parking lots, blocked passages, broken railings, etc...
9. Close blinds and window shades at night.
10. Mark or engrave identification on valuable personal property. Be sure to carry personal/business property insurance. Do not leave valuables, purses, money, etc. where it

can be seen or easily accessed.

PERSONAL SECURITY - WHILE OUTSIDE YOUR OFFICE

11. Lock your doors while you are gone, even if only for a minute.
12. Do your best not to walk alone at night.
13. Do not hide a key under the doormat, ashtray, above the door or a nearby flower pot. These are the first places a burglar will look.
14. Carry your door key in your hand, whether it is daylight or dark, when walking to your door. You are much more vulnerable when you are looking for your keys.

PERSONAL SECURITY - WHILE USING YOUR VEHICLE

15. Lock your car doors when driving. Lock your car doors and roll up your windows when leaving your vehicle parked.
16. Do not leave exposed items in your car such as cassette tapes, cd's, wrapped packages, briefcases, purses, phones, etc.
17. Carry your key in your hand while walking to your car, whether it is day or night.
18. Check the back seat before getting into your car.
19. Do not stop at gas stations or automatic teller machines at night or anytime you suspect danger.

PERSONAL SECURITY AWARENESS

No security warning, program or system is fail-safe. Even the best system cannot prevent crime. Always proceed as if security systems do not exist since they are subject to malfunction, tampering, and human error. We disclaim any expressed or implied warranties of security.

AGENDA ITEM # 19

MAY 18, 1999

Open and consider awarding, rejecting or extending bid for pick-up for Task Force.

At 10:27 a.m. Judge Doerfler announced time to receive bids for pick-up for Task Force.

At 10:29 a.m. Judge Doerfler announced time closed to receive bids for pick-up for Task Force.

Bids were opened and read aloud from:

Capitol Chevrolet - Ford Ranger	\$17,267.00	
Draeger Ford - Ford Ranger	\$14,982.00	less \$50.00 if paid w/i 14 days
Elgin Ford -	\$15,741.20	

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To note receipt of bids with award to be made on May 25, 1999.

Vote: Motion carried 5 - 0

< Clerk copy here >

WILLIAMSON COUNTY BID FORM

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

NAME OF BIDDER: Capitol ChevroletMailing Address: 6200 S. IH 35City: Austin State: TX Zip: 78704Telephone: (512) 444-8888 Fax: (512) 445-1226Signature of Person Authorized to Sign BID: Wes Carlson Date of BID: May 18, 99Name and Title of Signer: Wes Carlson - Fleet Mgr.
(Please Print or Type)

PLEASE COMPLETE THE FOLLOWING:

Prompt Payment Discount: 1/2 % 5 days. (If no discount is offered, Net 30 will apply.)☐ "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)☐ low item basis. (Will accept award on "any or all" items.)

List Additional Limitations if applicable: _____

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DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING ENTIRE DOCUMENT