

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (“Lease”) is made and entered into by and between Hurst RE. Ltd., a Texas limited partnership (“Landlord”) and Tarrant County Hospital District d/b/a JPS Health Network, a unit of local government, and more specifically a county hospital district created and operating under Chapter 281 of the Texas Health and Safety Code (“Tenant”).

ARTICLE ONE

DEFINED TERMS

As used in this Lease, the terms set forth in this Article One have the following meanings:

1.01 Effective Date: The last date beneath the signatures of Landlord and Tenant on this Lease or the date that the Governmental Approvals (defined in Section 14.12) have been obtained.

1.02 Landlord: Hurst RE, Ltd.

Address: 900 East Lakeview Drive, McAllen, Texas 78501

Telephone:

Fax:

Email:

1.03 Tenant: Tarrant County Hospital District

Address: 1500 South Main Street, Fort Worth, Tarrant County, Texas 76104

Telephone: 817.702.4930

Fax: 817.702.4940

Email: srule@jpshealth.org

1.04 Premises:

A. Legal description: The property on which the Premises is situated (the “**Property**”) described as:

Lot 13, Block 1, Olde Towne Square Addition, an addition to the City of Hurst, Tarrant County, Texas, according to plat thereof recorded in Volume 388-166, Page 94, Official Public Records, Tarrant County, Texas

B. Street address: 700 Bedford Eules Road, Hurst, Tarrant County, Texas 76053.

C. Floor Plan or Site Plan: Being a floor area of approximately 2,177 square feet of the building located on the Property (“**Building**”) and being more particularly shown in outline form on Exhibit “A”.

D. Tenant's Pro Rata Share of Common Area Expenses: (See Sections 3.03 and 3.04 herein): 8.23%.

E. Tenant Build-Out: In accordance with the Plans and Specifications which will be attached hereto as Exhibit "B", and upon completion thereof by Tenant and approval thereof by Landlord which approval shall not be unreasonably withheld, Tenant shall be allowed to make and construct such alterations and improvements as are necessary for its use and occupation of the Premises ("Tenant Build-Out"). Tenant shall complete the Plans and Specifications and provide them to Landlord for approval on or before the expiration of sixty (60) days from the Effective Date. Landlord covenants and agrees that upon Tenant's Early Occupancy (See Section 2.03 hereof), Landlord shall deliver the Premises with such air conditioning, plumbing and sewage capacity as is required by Tenant for Tenant's intended use of the Premises in accordance with the Plans and Specifications. Tenant anticipates that

1.05 Term: Three (3) years beginning on May 1, 2014 (the "**Commencement Date**") and ending on April 30, 2017 (the "**Expiration Date**"), provided however that Tenant shall have the option to renew this Lease for five (5) consecutive renewal terms of one (1) year each. (See Section 2.05 herein.)

1.06 Building Square Footage: 26,460 square feet ("Building SF").

1.07 Base Rent: Eight and No/100 Dollars (\$8.00) per square foot per year during the Term hereof in advance monthly installments of One Thousand Five Hundred Forty-one and 33/100 Dollars (\$1,451.33). (The term "Rent" is defined in Section 3.01.)

1.08 Permitted Use: Tenant shall be permitted to use the Premises for purposes associated with the day-to-day operations of a community health care clinic and such other uses as are related thereto. (See Section 6.01)

1.09 Party to whom Tenant is to deliver payments under this Lease:

Landlord.

Landlord may designate in writing the party authorized to act on behalf of Landlord to enforce this Lease. Any such authorization will remain in effect until it is revoked by Landlord in writing.

ARTICLE TWO

LEASE AND TERM

2.01 Lease of Premises for Term. Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord for the Term stated in Section 1.05 hereof. The Commencement Date is the date specified in Section 1.05, unless advanced or delayed under any provision of this Lease.

2.02 Delay in Commencement. Landlord will not be liable to Tenant if Landlord does not deliver possession of the Premises to Tenant on the Early Occupancy Date specified in Section 2.03 hereof. Landlord's non-delivery of possession of the Premises to Tenant on the Early Occupancy Date will not affect this Lease or the obligations of Tenant under this Lease. However, the Commencement Date will be delayed by an amount of time equal to the number of days Tenant's Early Occupancy Date is delayed by Landlord's failure to deliver possession of the Premises to Tenant, and Tenant shall have no liability for the payment of Base Rent or for the payment of any other sums payable hereunder, prior to any such delayed Commencement Date. The Term will be extended for a period equal to the delay in delivery of possession of the Premises to Tenant, plus the number of days necessary for the Term to expire on the last day of a month. If Landlord does not deliver possession of the Premises to Tenant within sixty (60) days after the Commencement Date specified in Section 1.05. Tenant may cancel this Lease by giving a written notice to Landlord within ten (10) days after the 60-day period ends. If Tenant gives such notice, this Lease will be canceled effective as of the date of its execution, and no party will have any obligations under this Lease. If delivery of possession of the Premises to Tenant is delayed, Landlord and Tenant shall, upon such delivery, execute an amendment to this Lease setting forth the revised Commencement Date and Expiration Date of the Term.

2.03 Early Occupancy. Landlord shall deliver possession of the Premises to Tenant on or before February 1, 2014 ("Early Occupancy Date") for the purpose of allowing Tenant to construct improvements to the Premises prior to the Commencement Date, subject to the provisions of Section 7.04 hereof. It is expressly agreed and understood by Landlord that Tenant shall not be required to pay Base Rent or any other charges specified in this Lease for the period of such Early Occupancy.

2.04 Holding Over. Tenant shall vacate the Premises immediately upon the expiration of the Term or earlier termination of this Lease. Tenant shall reimburse Landlord for and indemnify Landlord against all damages incurred by Landlord as a result of any delay by Tenant in vacating the Premises. If Tenant does not vacate the Premises upon the expiration of the Term or earlier termination of this Lease, Tenant's occupancy of the Premises will be a day-to-day tenancy, subject to all of the terms of this Lease. This Section will not be construed as Landlord's consent for Tenant to hold over or to extend this Lease.

2.05 Renewal of Lease. Tenant is hereby granted five (5) consecutive one-year options to renew this Lease as follows: at the end of the current Term, or any renewal of the Term, provided that Tenant is not then in default hereof, Tenant shall have the option to renew this Lease for a period of one (1) year from the end of the then existing Term on the same terms, covenants and conditions which are contained within this Lease. In the event Tenant exercises an option to renew, the Base Rent shall be adjusted by the amount of increase or decrease, as measured from the first year of the Term hereof, in the then most current Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items published by the United States Bureau of Labor Statistics. In order to exercise one or more of such options to renew, Tenant must give written notice to Landlord not less than sixty (60) calendar days prior to the date on which the then existing Term would otherwise expire. Any notice purporting to exercise any such extension election which is not given within the time period for exercise of such election as set forth above is ineffective to extend the Lease Term, except upon the explicit written consent

of Landlord.

2.06 Landlord's Representations. As additional consideration to Tenant to enter into this Lease, Landlord makes the following representations:

A. There are no actions, suits, claims, assessments or proceedings pending or, to the knowledge of Landlord, threatened which, if adversely determined, could individually or in the aggregate have an adverse effect Tenant's use and enjoyment or value of the Premises or any part thereof, or which could in any way interfere with the consummation of the transaction contemplated by this Lease;

B. Landlord has received no notice of any condemnation or eminent domain proceedings or negotiations for the purchase of any of the Premises or Property in lieu of condemnation and, to the best of Landlord's knowledge, no condemnation or eminent domain proceedings or negotiations have been commenced or threatened in connection with the Premises or Property or any part thereof; and

C. Water, gas and electric power utility services are available to the Premises and Property in the form and amount necessary for the present and intended use of the Premises and Property, that appropriate connections have been installed and there are no unpaid assessments for the installation of these services or charges for making the connections.

ARTICLE THREE

RENT

3.01 Manner of Payment. All sums payable under this Lease by Tenant (the "**Rent**") will be made to the Landlord at the address designated in Section 1.02, unless another person is designated in Section 1.10, or to any other party or address as Landlord may designate in writing. Any and all payments made to a designated third party for the account of the Landlord shall be deemed made to Landlord when received by the designated third party. All sums payable by Tenant under this Lease, whether or not expressly denominated as rent, will constitute rent for the purposes of Section 502(b)(6) of the United States Bankruptcy Code and for all other purposes. The Base Rent is the minimum rent for the Premises and is subject to the terms and conditions contained in this Lease, together with the attached Addenda, if any.

3.02 Time of Payment. Upon execution of this Lease, Tenant shall pay the installment of Base Rent for the first month of the Term. On or before the **first day** of the second month of the Term and of each month thereafter, the installment of Base Rent and other sums due under this Lease will be due and payable, in advance, without off-set, deduction or prior demand. If the Term commences or ends on a day other than the first or last day of a calendar month, the rent for any fractional calendar month following the Commencement Date or preceding the end of the Term will be prorated by days.

3.03 Determining Tenant's Pro Rata Share: As used in this Lease, the term "Tenant's Pro Rata Share" shall mean the percentage shown in Section 1.04 (D) hereof, which is determined by

the following fraction: the square footage of the Premises as the numerator / the Building SF as the denominator.

3.04 Common Area Expenses. Tenant will pay to Landlord Tenant's Pro Rata Share of Landlord's Operating Expenses. Operating Expenses, as used herein, means the cost all utilities (gas, electricity, water, sewer and other utilities) incurred by Landlord for the provision and use of the Common Areas as hereafter defined, including, without limitation, all electricity and natural gas consumed in providing power the heating, ventilation and air conditioning to the Common Areas. "Common Areas", as used in this Lease, shall be defined as lobbies, corridors, hallways, atriums, restrooms, vending areas, parking lots and other similar facilities for the use of all tenants or tenant's employees, invitees, and guests. The failure by Landlord to any extent to furnish, or the interruption or termination of these defined services in whole or in part, resulting from causes beyond the reasonable control of the Landlord shall not render Landlord liable in any respect. Should any of the equipment or machinery used in the provision of such services for any cause cease to function properly, Tenant shall have no claim for offset or abatement of rent or damages on account of an interruption in service resulting therefrom, unless such interruption is irreparable and/or causes Tenants space to not be usable for an extended period of 24 hours. Landlord may collect Tenant's Pro Rata Share of the Operating Expenses in a lump sum annually, to be due within 30 days after Landlord furnishes to Tenant its statement of Tenant's Pro Rata Share of the previous year's Operating Expense.

3.05 Late Charges. Base Rental for each calendar year or portion thereof during the Lease Term, together with any adjustment thereto pursuant to Section 2.05 hereof then in effect, shall be due and payable monthly in advance, on the first day of each calendar month during the Lease Term, and Tenant hereby agrees to pay such Base Rental and any adjustments thereto to Landlord at Landlord's address provided herein (or such other address as may be designated by Landlord in writing from time to time) monthly, in advance, and without demand. If all applicable monthly rent is not paid on or before the fifteenth day after it is due and payable, Tenant agrees to pay a Late Charge equal to three percent (3%) of the amount of rent due for such month. A Late Charge may be imposed only once on each past due payment. Any Late Charge will be in addition to Landlord's other remedies for nonpayment of Rent. Notwithstanding the foregoing, Landlord will not impose a Late Charge as to the first late payment in any calendar year, unless Tenant fails to pay the late payment to Landlord within three (3) business days after the delivery of a written notice from Landlord to Tenant demanding the late payment be paid.

ARTICLE FOUR

TAXES

4.01 Payment by Landlord. Landlord shall pay the real estate taxes on the Premises during the Term, and Tenant shall reimburse Landlord for Tenant's Pro Rata Share of such real estate taxes attributable to Tenant's lease of the Premises and attributable to Tenant's Pro Rata Share of such real estate taxes attributable to the Common Areas.

4.02 Improvements by Tenant. If the real estate taxes levied against the Premises for the real estate tax year in which the Term commences are increased as a result of any alterations,

additions or improvements made by Tenant or by Landlord at the request of Tenant, Tenant shall pay to Landlord upon demand the amount of the increase and continue to pay the increase during the Term. Landlord shall use reasonable efforts to obtain from the tax assessor or assessors a written statement of the total amount of the increase.

4.03 Joint Assessment. If the real estate taxes are assessed against the Premises jointly with other property not constituting a part of the Premises, the real estate taxes applicable to the Premises will be equal to the amount bearing the same proportion to the aggregate assessment that the total square feet of building area in the Premises bears to the total square feet of building area included in the joint assessment.

4.04 Personal Property Taxes. Tenant shall pay all taxes, if any, assessed against trade fixtures, furnishings, equipment, inventory, products, or any other personal property belonging to Tenant. Tenant shall use reasonable efforts to have Tenant's property taxed separately from the Premises. If any of Tenant's property is taxed with the Premises, Tenant shall pay the taxes for its property to Landlord within fifteen (15) days after Tenant receives a written statement from Landlord for the property taxes.

ARTICLE FIVE

INSURANCE AND INDEMNITY

5.01 Property Insurance. During the Term, Landlord shall maintain policies of insurance covering loss of or damage to the Premises in an amount or percentage of replacement value as Landlord deems reasonable in relation to the age, location, type of construction and physical condition of the Premises and the availability of insurance at reasonable rates. The policies will provide protection against all perils that Landlord reasonably deems necessary. Landlord may, at Landlord's option, obtain insurance coverage for Tenant's fixtures, equipment or building improvements installed by Tenant in or on the Premises. Tenant shall reimburse Landlord for Tenant's Pro Rata Share of such insurance coverages attributable to Tenant's lease of the Premises and attributable to Tenant's Pro Rata Share of such insurance coverages attributable to the Common Areas. Tenant shall, at Tenant's expense, maintain self-insurance on Tenant's fixtures, equipment and building improvements as Tenant deems necessary to protect Tenant's interest. Any property insurance carried by Landlord or Tenant shall be for the sole benefit of the party carrying the insurance and under its sole control.

5.02 Increase in Premiums. Tenant shall not permit any operation or activity to be conducted, or storage or use of any volatile or any other materials, on or about the Premises that would cause suspension or cancellation of any insurance policy carried by Landlord, or increase the premiums therefor, without the prior written consent of Landlord. If Tenant's use or occupancy of the Premises causes an increase in the premiums for any insurance policy carried by Landlord, Tenant shall pay to Landlord, as additional rental, the amount of the increase within ten days after demand and presentation by Landlord of written evidence of the increase.

5.03 Waiver of Subrogation. Each party to this Lease waives any and every claim that arises or may arise in its favor against the other party during the term of this Lease or any renewal or extension of this Lease for any and all loss of, or damage to, any of its property located within or

upon, or constituting a part of, the Premises, to the extent the loss or damage is covered by and recoverable under valid and collectible insurance policies. These mutual waivers are in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to any loss of, or damage to, property of the parties. Inasmuch as these mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation or otherwise to an insurance company (or any other person), each party hereby agrees to give immediately to each insurance company (that has issued an insurance policy to such party) written notice of the terms of such mutual waivers, and to cause such policies to be properly endorsed to prevent the invalidation of the insurance coverage by reason of these waivers.

ARTICLE SIX

USE OF PREMISES

6.01 Permitted Use. Tenant may use the Premises only for the Permitted Use stated in Section 1.09. The parties to this Lease acknowledge that the current use of the Premises or the improvements located on the Premises, or both, may or may not conform to the city zoning ordinance with respect to the permitted use, height, setback requirements, minimum parking requirements, coverage ratio of improvements to total area of land, and other matters that may have a significant economic impact upon the Tenant's intended use of the Premises. Tenant acknowledges that Tenant has or will independently investigate and verify to Tenant's satisfaction the extent of any limitations or non-conforming uses of the Premises. Tenant further acknowledges that Tenant is not relying upon any warranties or representations of Landlord or the Brokers who are participating in the negotiation of this Lease concerning the Permitted Use of the Premises, or with respect to any uses of the improvements located on the Premises.

6.02 Compliance with Laws. Tenant shall comply with all governmental laws, ordinances and regulations applicable to the use of the Premises, and will promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances and other activities in or upon, or connected with the Premises, all at Tenant's sole expense, including any expense or cost resulting from the construction or installation of fixtures and improvements or other accommodations for handicapped or disabled persons required for compliance with governmental laws and regulations, including but not limited to the Texas Architectural Barriers law (Article 9102 and any successor statute) and the Americans with Disabilities Act (the "ADA"). To the extent any alterations to the Premises are required by the ADA or other applicable laws or regulations, Tenant shall bear the expense of the alterations. To the extent any alterations to areas of the Property outside the Premises are required by the ADA or other applicable laws or regulations (for "path of travel" requirements or otherwise), Landlord shall bear the expense of the alterations.

6.03 Certificate of Occupancy. If required, Tenant shall obtain a Certificate of Occupancy from the municipality in which the Property is located prior to occupancy of the Premises. Tenant may apply for a Certificate of Occupancy prior to the Commencement Date and, if Tenant is unable to obtain a Certificate of Occupancy, Tenant shall have the right to terminate this Lease without penalty by written notice to Landlord if Landlord or Tenant is unwilling or unable to cure the defects that prevented the issuance of the Certificate of Occupancy. Landlord may, but has no obligation to, cure any such defects, including any repairs, installations, or

replacements of any items that are not presently existing on the Premises, or that have not been expressly agreed upon by Landlord in writing. In connection with the Tenant Build Out and the requirements of any Certificate of Occupancy Tenant shall be responsible for making the Premises compliant with all applicable codes and ordinances. Landlord shall be responsible for all other lawful compliance matters on the remainder of the Property outside of the Premises irrespective of whether such compliance matters arise out of the Tenant Build Out or otherwise.

6.04 Signs. Upon obtaining the prior written consent of Landlord, which consent shall not be unreasonably conditioned, delayed or withheld, Tenant shall be entitled to place and install signs, ornaments or other objects upon the Building, the Common Areas, the Premises or in other appropriately designated areas on the Property, to identify Tenant and the permitted use of the Premises. Any signs installed by Tenant must conform to applicable laws, deed restrictions on the Property, and other applicable municipal code or ordinance requirements. Tenant must remove all signs, decorations and ornaments at the expiration or termination of this Lease and must repair any damage and close any holes caused by the removal.

6.05 Utility Services. Tenant shall pay the cost of all utility services, including but not limited to initial connection charges, all charges for gas, water, sewerage, storm water disposal, communications and electricity used on the Premises, and for replacing all electric lights, lamps and tubes.

6.06 Landlord's Access. Landlord and Landlord's agents will have the right, during normal business hours and upon reasonable advance notice, and without unreasonably interfering with Tenant's business, to enter the Premises: (a) to inspect the general condition and state of repair of the Premises, (b) to make repairs required or permitted under this Lease, (c) to show the Premises or the Property to any prospective tenant or purchaser, and (d) for any other reasonable purpose. If Tenant changes the locks on the Premises, Tenant must provide Landlord with a copy of each separate key. During the final one hundred fifty (150) days of the Term, Landlord and Landlord's agents may erect and maintain signs on or about the Premises advertising the Premises for lease or for sale.

6.07 Possession. If Tenant pays the rent, properly maintains the Premises, and complies with all other terms of this Lease, Tenant may occupy and enjoy the Premises for the full Term, subject to the provisions of this Lease.

6.08 Exemptions from Liability. Landlord shall not be liable for any damage or injury to the persons, business (or any loss of income), goods, inventory, furnishings, fixtures, equipment, merchandise or other property of Tenant, Tenant's employees, invitees, customers or any other person in or about the Premises, whether the damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas or wind; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; (c) conditions arising on or about the Premises or upon other portions of any building of which the Premises is a part, or from other sources or places; or (d) any act or omission of any other tenant of any building on the Property. Landlord shall not be liable for any damage or injury even though the cause of or the means of repairing the damage or injury are not accessible to Tenant. The provisions of this Section 6.08 will not, however, exempt Landlord from liability for Landlord's acts or omissions.

6.09 Parking. During the term of this Lease, and pursuant to and in compliance with the density requirements of applicable municipal codes and ordinances, Landlord shall provide to Tenant and Tenant shall have the non-exclusive use of the non-reserved common automobile parking areas, driveways, and footways in the Common Areas in common with other tenants of the Property, their employees, guests and invitees, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. No specific designated parking spaces are to be assigned for Tenant's employees, guests or invitees. Tenant shall have the right to reserve a limited number of the Tenant's usable parking spaces (not to exceed _____ spaces) for the use of Tenant's key management employees and physicians.

ARTICLE SEVEN

PROPERTY CONDITION, MAINTENANCE, REPAIRS AND ALTERATIONS

7.01 Property Condition. Except as disclosed in writing by Landlord to Tenant contemporaneously with the execution of this Lease, to the best of Landlord's actual knowledge the Premises has no known latent structural defects, construction defects of a material nature, and to the best of Landlord's actual knowledge none of the improvements has been constructed with materials known to be a potential health hazard to occupants of the Premises. Other than as expressly set forth in this Lease, Landlord represents that on the Commencement Date (and for a period of thirty (30) days thereafter) the building fixtures and equipment, plumbing and plumbing fixtures, electrical and lighting system, any fire protection sprinkler system, ventilating equipment, heating system, air conditioning equipment, roof, skylights, doors, overhead doors, windows, dock levelers, elevators, and the interior of the Premises in general are in good operating condition. Tenant shall have a period of thirty (30) days following the Commencement Date in which to inspect the Premises and to notify Landlord in writing of any defects and maintenance, repairs or replacements required to the above named equipment, fixtures, systems and interior. Within a reasonable period of time after the timely receipt of any such written notice from Tenant, Landlord shall, at Landlord's expense, correct the defects and perform the maintenance, repairs and replacements.

7.02 Acceptance of Premises. Subject to the provisions in Section 7.01, Tenant acknowledges that: (a) a full and complete inspection of the Premises and adjacent common areas has been made and Landlord has fully and adequately disclosed the existence of any defects that would interfere with Tenant's use of the Premises for their intended commercial purpose, and (b) as a result of such inspection and disclosure, Tenant has taken possession of the Premises and accepts the Premises in its "As Is" condition.

7.03 Maintenance and Repair. Except as otherwise provided in this Lease, Landlord will be under no obligation to perform any repair, maintenance or management service in the Premises or adjacent common areas. Tenant shall be fully responsible, at Tenant's expense, for all repair, maintenance and management services other than those that are expressly assumed by Landlord.

A. Landlord's Obligations.

(1) Subject to the provisions of Article Eight (Damage or Destruction) and Article Nine

(Condemnation) and except for damage caused by any act or omission of Tenant, Landlord shall keep the roof, skylights, foundation, structural components and the structural portions of exterior walls of the Premises in good order, condition and repair. Landlord shall be obligated to maintain and repair overhead doors, the surfaces of exterior walls, heating system, ventilating equipment, air conditioning equipment, fire protection sprinkler system, exterior and foundation plumbing and sewage disposal, pest control and extermination, down spouts, gutters, paving, railroad siding, care of landscaping and regular mowing of grass, and generally including the exterior of the Premises. Landlord will not be obligated to make any repairs under this Section until a reasonable time after receipt of written notice from Tenant of the need for repairs. If any repairs are required to be made by Landlord, Tenant shall, at Tenant's sole cost and expense, promptly remove Tenant's furnishings, fixtures, inventory, equipment and other property, to the extent required to enable Landlord to make repairs. Landlord's liability under this Section will be limited to the cost of those repairs or corrections. Tenant waives the benefit of any present or future law that might give Tenant the right to repair the Premises at Landlord's expense or to terminate the Lease because of the condition.

(2) All repairs, maintenance, management and other services to be performed by Landlord or Landlord's agents involve the exercise of professional judgment by service providers, and Tenant expressly waives any claims against Landlord for breach of warranty arising from the performance of those services.

B. Tenant's Obligations.

(1) Subject to the provisions of Section 7.01, Section 7.03A, Article Eight (Damage or Destruction) and Article Nine (Condemnation), Tenant shall, at all times, keep all other portions of the Premises in good order, condition and repair, ordinary wear and tear excepted, including but not limited to maintenance, repairs and all necessary replacements of the windows, plate glass, interior doors, overhead doors, electrical and lighting systems and the interior of the Premises in general. In addition, Tenant shall, at Tenant's expense, repair any damage to any portion of the Property, including the roof, skylights, foundation, or structural components and exterior walls of the Premises, caused by Tenant's acts or omissions. If Tenant fails to maintain and repair the Property as required by this Section, Landlord may, on ten (10) days' prior written notice, enter the Premises and perform the maintenance or repair on behalf of Tenant, except that no notice is required in case of emergency, and Tenant shall reimburse Landlord immediately upon demand for all costs incurred in performing the maintenance or repair, plus a reasonable service charge.

(2) **HVAC Service.** For any HVAC system that services only the Premises, Tenant shall, at Tenant's own cost and expense, shall conduct regularly scheduled preventative maintenance and service for all refrigeration, heating, ventilating, and air conditioning systems and equipment within the Premises during the Term. If Tenant fails to enter into such a service contract acceptable to Landlord, Landlord may do so on Tenant's behalf and Tenant agrees to pay Landlord the cost and expense thereof, plus a reasonable service charge, regularly upon demand.

7.04 Alterations, Additions and Improvements. With the exception of the Tenant Build Out

(See Section 1.04 (E) hereof), Tenant may not create any openings in the roof or exterior walls, or make any alterations, additions or improvements to the Premises without the prior written consent of Landlord. Consent for non-structural alterations, additions or improvements will not be unreasonably withheld or delayed by Landlord. Tenant may erect or install trade fixtures, shelves, bins, machinery, heating, ventilating and air conditioning equipment, provided that Tenant complies with all applicable governmental laws, ordinances, codes, and regulations. At the expiration or termination of this Lease, Tenant may, subject to the restrictions of Section 7.05 below, remove items installed by Tenant, provided Tenant is not in default at the time of the removal and provided further that Tenant repairs, at the time of removal of the items, in a good and workmanlike manner, any damage caused by the installation or removal of the items. Tenant shall pay for all costs incurred or arising out of alterations, additions or improvements in or to the Premises and will not permit any mechanic's or materialman's lien to be filed against the Premises or the Property. Upon request by Landlord, Tenant shall deliver to Landlord proof of payment reasonably satisfactory to Landlord of all costs incurred or arising out of any alterations, additions or improvements.

7.05 Condition upon Termination. Upon the expiration or termination of this Lease, Tenant shall surrender the Premises to Landlord broom clean and in the same condition as received, except for ordinary wear and tear that Tenant is not otherwise obligated to remedy under any provision of this Lease. Tenant will not be obligated to repair any damage that Landlord is required to repair under Article Seven (Property Condition) or Article Eight (Damage or Destruction). In addition, upon obtaining the written consent of the Landlord, Tenant may remove any alterations, additions or improvements made to the Premises by Tenant, prior to the expiration or termination of this Lease and, in such case Tenant shall restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements that have not been removed by Tenant, will become Landlord's property and must be surrendered to Landlord upon the expiration or termination of this Lease. In no event may Tenant remove any of the following materials or equipment without Landlord's prior written consent: (i) electrical wiring or power panels; (ii) lighting or lighting fixtures; (iii) wall coverings, drapes, blinds or other window coverings; (iv) carpets or other floor coverings; (v) heating, ventilating, or air conditioning equipment; or (vi) fencing or security gates.

ARTICLE EIGHT

DAMAGE OR DESTRUCTION

8.01 Notice. If any buildings or other improvements situated on the Property are damaged or destroyed by fire, flood, windstorm, tornado or other casualty, Tenant shall immediately give written notice of the damage or destruction to Landlord.

8.02 Partial Damage. If the building or other improvements situated on the Premises are damaged by fire, tornado or other casualty, but not to such an extent that rebuilding or repairs cannot reasonably be completed within one hundred twenty (120) days from the date Landlord receives written notification by Tenant of the occurrence of the damage, then this Lease will not terminate, but Landlord shall proceed with reasonable diligence to rebuild or repair the building and other improvements on the Premises (other than leasehold improvements made by Tenant or any assignee, subtenant or other occupant of the Premises) to substantially the condition they

were in before the damage. If the casualty occurs during the final eighteen (18) months of the Term, Landlord will not be required to rebuild or repair the damage unless Tenant exercises Tenant's renewal option (if any) within fifteen (15) days after the date of receipt by Landlord of the notification of the occurrence of the damage. If Tenant does not exercise Tenant's renewal option, or if there is no renewal option in this Lease, Landlord may, at Landlord's option, terminate this Lease by promptly delivering a written termination notice to Tenant, in which event the Rent will be abated for the unexpired portion of the Term, effective on the date of receipt by Landlord of the written notification of the damage. To the extent the Premises cannot be occupied (in whole or in part) after the casualty, the Rent payable under this Lease during the period the Premises cannot be fully occupied will be adjusted equitably.

8.03 Substantial or Total Destruction. If the building or other improvements situated on the Premises are substantially or totally destroyed by fire, tornado, or other casualty, or so damaged that rebuilding or repairs cannot reasonably be completed within one hundred twenty (120) days after the date Landlord receives written notification from Tenant of the occurrence of the damage, either Landlord or Tenant may terminate this Lease by promptly delivering a written termination notice to the other party, in which event the monthly installments of Rent will be abated for the unexpired portion of the Term, effective on the date of the damage or destruction. If neither party promptly terminates this Lease, Landlord shall proceed with reasonable diligence to rebuild and repair the building and other improvements (except that Tenant shall rebuild and repair Tenant's fixtures and improvements in the Premises). To the extent the Premises cannot be occupied (in whole or in part) after the casualty, the Rent payable under this Lease during the period the Premises cannot be fully occupied will be adjusted equitably.

ARTICLE NINE

CONDEMNATION

If, during the Term or any extension thereof, all or a substantial part of the Premises are taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain, or are conveyed to the condemning authority under threat of condemnation, this Lease will terminate and the monthly installments of Rent will be abated during the unexpired portion of the Term, effective on the date of the taking. If less than a substantial part of the Premises is taken for public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or is conveyed to the condemning authority under threat of condemnation, Landlord, at Landlord's option, may terminate this Lease by delivering a written notice to Tenant. If Landlord does not terminate this Lease, Landlord shall promptly, at Landlord's expense, restore and reconstruct the buildings and improvements (other than leasehold improvements made by Tenant or any assignee, subtenant or other occupant of the Premises) situated on the Premises in order to make the same reasonably suitable for the Permitted Use. The monthly installments of Rent payable under this Lease during the unexpired portion of the Term will be adjusted equitably. Landlord and Tenant will each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceeding. The termination of this Lease will not affect the rights of the parties to those awards.

ARTICLE TEN

ASSIGNMENT AND SUBLETTING

Tenant shall not assign this Lease or sublet the Premises or any portion thereof, without the prior written consent of Landlord, which consent will not be unreasonably withheld or delayed. Any assignment or subletting will be expressly subject to all terms and provisions of this Lease, including the provisions of Section 6.01 pertaining to the use of the Premises. In the event of any assignment or subletting, Tenant will remain fully liable for the full performance of all Tenant's obligations under this Lease. Tenant shall not assign Tenant's rights under this Lease or sublet the Premises without first obtaining a written agreement from the assignee or sublessee whereby the assignee or sublessee agrees to assume the obligations of Tenant under this Lease and to be bound by the terms of this Lease. If an event of default occurs while the Premises is assigned or sublet, Landlord may, at Landlord's option, in addition to any other remedies provided in this Lease or by law, collect directly from the assignee or subtenant all rents becoming due under the terms of the assignment or subletting and apply the rent against any sums due to Landlord under this Lease. No direct collection by Landlord from any assignee or subtenant will release Tenant from Tenant's obligations under this Lease.

ARTICLE ELEVEN

DEFAULT AND REMEDIES

11.01 Default. Each of the following events is an event of default under this Lease:

- A. Failure of Tenant to pay any installment of the Rent or other sum payable to Landlord under this Lease on the date that it is due and the continuance of that failure for a period of five (5) days after Landlord delivers written notice of the failure to Tenant. This clause will not be construed to permit or allow a delay in paying Rent beyond the due date and will not affect Landlord's right to impose a Late Charge as permitted in Section 3.03.
- B. Failure of Tenant to comply with any term, condition or covenant of this Lease, other than the payment of Rent or other sum of money, and the continuance of that failure for a period of thirty (30) days after Landlord delivers written notice of the failure to Tenant.
- C. Vacancy or abandonment by Tenant of any substantial portion of the Premises or cessation of the use of the Premises for the purpose leased.

11.02 Remedies. Upon the occurrence of any of the events of default listed in Section 11.01, Landlord may pursue any one or more of the following remedies without any prior notice or demand.

- A. Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to so surrender the Premises, Landlord may, without prejudice to any other remedy that Landlord may have for possession of the Premises or Rent in arrears, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution

or any claim for damages. Tenant shall pay to Landlord on demand the amount of all loss and damage that Landlord may suffer by reason of the termination, whether through inability to relet the Premises on satisfactory terms or otherwise.

B. Enter upon and take possession of the Premises, without terminating this Lease and without being liable for prosecution or for any claim for damages, and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof Landlord may relet the Premises and receive the rent therefor. Tenant agrees to pay to Landlord monthly or on demand from time to time any deficiency that may arise by reason of any such reletting. In determining the amount of the deficiency, the professional service fees, reasonable attorneys' fees, court costs, remodeling expenses and other costs of reletting will be subtracted from the amount of rent received under the reletting.

C. In addition to the foregoing remedies, Landlord may change or modify the locks on the Premises if Tenant fails to pay the Rent when due. Landlord will not be obligated to provide another key to Tenant or allow Tenant to regain entry to the Premises unless and until Tenant pays Landlord all Rent that is delinquent. Tenant agrees that Landlord will not be liable for any damages resulting to the Tenant from the lockout. When Landlord changes or modifies the locks, Landlord or Landlord's agent shall post a written notice in accordance with Section 93.002 of the Texas Property Code, or its successor statute. Tenant may be subject to legal liability if Tenant or Tenant's representative tampers with any lock after the locks have been changed or modified by Landlord.

D. No re-entry or taking possession of the Premises by Landlord will be construed as an election to terminate this Lease, unless a written notice of that intention is given to Tenant. Pursuit of any of the foregoing remedies will not preclude pursuit of any other remedies provided by law, nor will pursuit of any remedy provided in this Lease constitute a forfeiture or waiver of any Rent due to Landlord under this Lease or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants contained in this Lease. Failure of Landlord to declare any default immediately upon its occurrence, or failure to enforce one or more of Landlord's remedies, or forbearance by Landlord to enforce one or more of Landlord's remedies upon an event of default, will not be deemed or construed to constitute a waiver of default or waiver of any violation or breach of the terms of this Lease. Pursuit of any one of the remedies will not preclude pursuit by Landlord of any of the other remedies provided in this Lease. The loss or damage that Landlord may suffer by reason of termination of this Lease or the deficiency from any reletting as provided for above will include the expense of repossession and any repairs or remodeling undertaken by Landlord following possession. If Landlord terminates this Lease at any time for any default, in addition to other Landlord's remedies, Landlord may recover from Tenant all damages Landlord may incur by reason of the default, including the cost of recovering the Premises and the Rent then remaining unpaid.

G. Any duty imposed by law on Landlord to mitigate damages after a default by Tenant under this Lease will be satisfied in full if Landlord undertakes to lease the Premises to another tenant (a "Substitute Tenant") in accordance with the following criteria:

(1) Landlord will have no obligation to solicit or entertain negotiations with any other

prospective tenants for the Premises until Landlord obtains full and complete possession of the Premises;

(2) Landlord will not be obligated to lease or show the Premises on a priority basis, or offer the Premises to a prospective tenant when other space in the Building suitable for the prospective tenant's use is (or soon will be) available;

(3) Landlord will not be obligated to lease the Premises to a Substitute Tenant for a Rent less than the current fair market Rent then prevailing for similar uses in comparable buildings in the same market area as the Building, nor will Landlord be obligated to enter into a new lease under other terms and conditions that are unacceptable to Landlord under Landlord's then current leasing policies for comparable space in the Building;

H. No right or remedy of Landlord is intended to be exclusive of any other right or remedy, and each and every right and remedy will be cumulative and in addition to any other right or remedy now or hereafter existing under this Lease, at law, in equity or by statute.

11.03 Notice of Default. Tenant shall give written notice of any failure by Landlord to perform any of Landlord's obligations under this Lease to Landlord and to any ground lessor, mortgagee or beneficiary under any deed of trust encumbering the Premises whose name and address have been furnished to Tenant in writing. Landlord will not be in default under this Lease unless Landlord (or the ground lessor, mortgagee or beneficiary) fails to cure the nonperformance within thirty (30) days after receipt of Tenant's notice. However, if the nonperformance reasonably requires more than thirty (30) days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is thereafter diligently pursued to completion.

ARTICLE TWELVE

PROTECTION OF LENDERS

12.01 Subordination and Attornment. Landlord may subordinate this Lease to any future ground Lease, deed of trust or mortgage encumbering the Premises, and advances made on the security thereof and any renewals, modifications, consolidations, replacements or extensions thereof, whenever made or recorded. Landlord's right to subordinate is subject to Landlord providing Tenant with a written Subordination, Non-disturbance and Attornment Agreement from the ground lessor, beneficiary or mortgagee wherein Tenant's right to peaceable possession of the Premises during the Term will not be disturbed if Tenant pays the Rent and performs all of Tenant's obligations under this Lease and is not otherwise in default, in which case Tenant shall attorn to the transferee of or successor to Landlord's interest in the Premises and recognize the transferee or successor as Landlord under this Lease. If any ground lessor, beneficiary or mortgagee elects to have this Lease superior to its ground lease, deed of trust or mortgage and gives Tenant written notice thereof, this Lease will be deemed superior to the ground lease, deed of trust or mortgage whether this Lease is dated prior or subsequent to the date of the ground lease, deed of trust or mortgage or the date of recording thereof Tenant's rights under this Lease, unless specifically modified at the time this Lease is executed, are subordinated to any existing ground lease, deed of trust or mortgage encumbering the Premises.

12.02 Signing of Documents. Tenant shall sign and deliver any instruments or documents necessary or appropriate to evidence any attornment or subordination or any agreement to attorn or subordinate. If Tenant fails to do so within ten (10) days after written request, Tenant hereby makes, constitutes and irrevocably appoints Landlord, or any transferee or successor of Landlord, the attorney-in-fact of Tenant to execute and deliver the attornment or subordination document or agreement.

12.03 Estoppel Certificates.

A. Upon Landlord's written request, Tenant shall execute and deliver to Landlord a written statement certifying:

(1) whether Tenant is an assignee or subtenant; (2) the expiration date of the Lease; (3) the number of renewal options under the lease and the total period of time covered by the renewal option(s); (4) that none of the terms or provisions of the Lease have been changed since the original execution of the Lease, except as shown on attached amendments or modifications; (5) that no default by Landlord exists under the terms of the Lease (or if Landlord is claimed to be in default, stating why); (6) that the Tenant has no claim against the landlord under the Lease and has no defense or right of offset against collection of rent or other charges accruing under the Lease; (7) the amount and date of the last payment of Rent; (8) the amount of any security deposits and other deposits, if any; and (9) the identity and address of any guarantor of the lease. Tenant shall deliver the statement to Landlord within ten (10) days after Landlord's request. Landlord may forward any such statement to any prospective purchaser or lender of the Premises. The purchaser or lender may rely conclusively upon the statement as true and correct.

B. If Tenant does not deliver the written statement to Landlord within the ten (10) day period, Landlord, and any prospective purchaser or lender, may conclusively presume and rely upon the following facts: (1) that the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord; (2) that this Lease has not been canceled or terminated except as otherwise represented by Landlord; (3) that not more than one monthly installment of Base Rent and other charges have been paid in advance; (4) there are no claims against Landlord nor any defenses or rights of offset against collection of Rent or other charges; and (5) that Landlord is not in default under this Lease. In such event, Tenant shall be estopped from denying the truth of the presumed facts.

ARTICLE THIRTEEN

ENVIRONMENTAL REPRESENTATIONS AND INDEMNITY

13.01 Tenant's Compliance with Environmental Laws. Tenant, at Tenant's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of Federal, State, county and municipal authorities pertaining to Tenant's use of the Property and with the recorded covenants, conditions and restrictions, regardless of when they become effective, including, without limitation, all applicable Federal, State and local laws, regulations or ordinances pertaining to air and water quality, Hazardous Materials (as defined in Section 13.05), waste disposal, air emissions and other environmental matters, all zoning and other land

use matters, and with any direction of any public officer or officers, pursuant to law, which impose any duty upon Landlord or Tenant with respect to the use or occupancy of the Property.

13.02 Tenant's Indemnification. Tenant shall not cause or permit any Hazardous Materials to be brought upon, kept or used in or about the Property by Tenant, its agents, employees, contractors or invitees without the prior written consent of Landlord. If the presence of Hazardous Materials on the Property caused or permitted by Tenant results in contamination of the Property or any other property, or if contamination of the Property or any other property by Hazardous Materials otherwise occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Property, damages for the loss or restriction on use of rentable or unusable space or of any amenity or appurtenance of the Property, damages arising from any adverse impact on marketing of building space or land area, sums paid in settlement of claims, reasonable attorneys' fees, court costs, consultant fees and expert fees) that arise during or after the Term as a result of the contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial work, removal or restoration work required by any Federal, State or local government agency because of Hazardous Materials present in the soil or ground water on or under the Property. Without limiting the foregoing, if the presence of any Hazardous Materials on the Property (or any other property) caused or permitted by Tenant results in any contamination of the Property, Tenant shall promptly take all actions at Tenant's sole expense as are necessary to return the Property to the condition existing prior to the introduction of any such Hazardous Materials, provided that Landlord's approval of such actions is first obtained

13.03 Landlord's Representations and Warranties. Landlord represents and warrants, to the best of Landlord's actual knowledge, that: (i) any handling, transportation, storage, treatment or usage of Hazardous Materials that has occurred on the Property to date has been in compliance with all applicable Federal, State, and local laws, regulations and ordinances; and (ii) no leak, spill, release, discharge, emission or disposal of Hazardous Materials has occurred on the Property to date and that the soil or groundwater on or under the Property is free of Hazardous Materials as of the Commencement Date, unless expressly disclosed by Landlord to Tenant in writing.

13.04 Landlord's Indemnification. Landlord hereby indemnifies, defends and holds Tenant harmless from any claims, judgments, damages, penalties, fines, costs, liabilities, (including sums paid in settlements of claims) or loss, including, without limitation, attorneys' fees, court costs, consultant fees, and expert fees, which arise during or after the term of this Lease from or in connection with the presence or suspected presence of Hazardous Materials in the soil or groundwater on or under the Property, unless the Hazardous Material is released by Tenant or is present as a result of the negligence or willful conduct of Tenant. Without limiting the generality of the foregoing, the indemnification provided by this Section 13.04 will specifically cover costs incurred in connection with any investigation of site conditions or any clean-up, remedial work, removal or restoration work required by any Federal, State or local governmental authority.

13.05 Definition. For purposes of this Lease, the term "Hazardous Materials" means any one or more pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance,

solvent or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Federal Clean Water Act, as amended, or any other Federal, State or local environmental law, regulation, ordinance, or rule, whether existing as of the date of this Lease or subsequently enacted. It is expressly understood and agreed that the definition of Hazardous Materials contained herein shall not include, and shall be deemed to specifically exclude, biohazardous materials, radiographic materials, pharmaceutical materials or any other substances or chemicals necessary to or resulting from Tenant's intended use of the Premises.

13.06 Survival. The representations and indemnities contained in this Article Fourteen will survive the expiration or termination of this Lease.

ARTICLE FOURTEEN

MISCELLANEOUS

14.01 Force Majeure. If performance by Landlord of any term, condition or covenant in this Lease is delayed or prevented by any Act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil riot, flood, or any other cause not within the control of Landlord, the period for performance of the term, condition or covenant will be extended for a period equal to the period Landlord is so delayed or prevented.

14.02 Interpretation. The captions of the Articles or Sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular will include the plural and the plural will include the singular, and the masculine, feminine and neuter genders will each include the other.

14.03 Waivers. All waivers to provisions of this Lease must be in writing and signed by the waiving party. Landlord's delay or failure to enforce any provisions of this Lease or its acceptance of late installments of Rent will not be a waiver and will not prevent Landlord from enforcing that provision or any other provision of this Lease in the future.

14.04 Severability. A determination by a court of competent jurisdiction that any provision of this Lease is invalid or unenforceable will not cancel or invalidate the remainder of that provision or this Lease, which will remain in full force and effect.

14.05 Amendments or Modifications. This Lease is the only agreement between the parties pertaining to the lease of the Premises and no other agreements are effective unless made a part of this Lease. All amendments to this Lease must be in writing and signed by all parties. Any other attempted amendment will be void.

14.06 Notices. All notices and other communications required or permitted under this Lease must be in writing and will be deemed delivered, whether actually received or not, on the earlier of: (i) actual receipt if delivered in person or by messenger with evidence of delivery; or (ii) receipt of an electronic facsimile transmission ("Fax") with confirmation of delivery; or (iii) upon deposit in the United States Mail as required below. Notices may be transmitted by Fax to the Fax telephone numbers specified in Article One on the first page of this Lease, if any.

Notices delivered by mail must be deposited in the U.S. Postal Service, certified mail, return receipt requested, postage prepaid, and properly addressed to the intended recipient as set forth in Article One. After possession of the Premises by Tenant, Tenant's address for notice purposes will be the address of the Premises unless Tenant notifies Landlord in writing of a different address to be used for that purpose. Any party may change its address for notice by delivering written notice of its new address to all other parties in the manner set forth above.

14.07 Attorneys' Fees. If on account of any breach or default by any party to this Lease in its obligations to any other party to this Lease, it becomes necessary for a party to employ an attorney to enforce or defend any of its rights or remedies under this Lease, the non-prevailing party agrees to pay the prevailing party its reasonable attorneys' fees and court costs, if any, whether or not suit is instituted in connection with the enforcement or defense.

14.08 Venue. All obligations under this Lease will be performed and payable in the Tarrant County, Texas. The laws of the State of Texas will govern this Lease.

14.09 Survival. All obligations of any party to this Lease that are not fulfilled at the expiration or the termination of this Lease will survive such expiration or termination as continuing obligations of the party.

14.10 Binding Effect. This Lease will inure to the benefit of, and be binding upon, each of the parties to this Lease and their respective heirs, representatives, successors and assigns. However, Landlord shall not have any obligation to Tenant's successors or assigns unless the rights or interests of the successors or assigns are acquired in accordance with the terms of this Lease.

14.11 Consult an Attorney. This Lease is an enforceable, legally binding agreement. Read it carefully. The brokers involved in the negotiation of this Lease cannot give you legal advice. The parties to this Lease acknowledge that they have been advised by the Brokers to have this Lease reviewed by competent legal counsel of their choice before signing this Lease. By executing this Lease, Landlord and Tenant each agree to the provisions, terms, covenants and conditions contained in this Lease.

14.12 Fiscal Funding. Landlord hereby acknowledges and agrees that Tenant is a governmental entity, subject to an annual budgetary process and restrictions on spending in conformity with that process, its approved budgets, and applicable law. Landlord further agrees that, notwithstanding any other language in this Lease, if for any reason funds are not expressly and specifically allocated to cover Tenant's prospective obligation in this Lease in its formally and finally approved budget in any fiscal year subsequent to that in which funds for this Lease were first allocated, the Tenant may immediately and without penalty terminate this Lease; provided, however, that in no event shall such a termination be effective earlier than the last date for which funds have already been so allocated under an existing formally and finally approved budget. Should this Lease terminate under the provisions of this Section, Tenant will provide Landlord with written Notice as soon as is reasonably possible of the pending termination under this provision, the effective date of which shall be at the end of the Tenant's fiscal year in which funds had previously been allocated. This Lease and all of Tenant's obligations hereunder are subject to and are expressly provisioned upon obtaining the official approval of this Lease by (i) the Tarrant County Hospital District's Board of Managers, and (ii) the Tarrant County

Commissioners Court ("Governmental Approvals").

14.13 Broker's Commission. Upon the obtaining the Governmental Approvals, and upon the execution of this Lease by the Parties, the Landlord shall pay to Sperry Van Ness/Visions Commercial, Tenant's broker and agent ("Broker"), a real estate commission in an amount equal to Four and One-half Percent (4.5%) of the gross rental amount of the Lease and shall further pay to Broker Two and One-half Percent (2.5%) for any future renewal and expansion.

14.14 Broker. Landlord and Tenant warrant and represent to each other that, except for the Broker described in Section 14.13, no broker was involved on its behalf in negotiating or consummating this Lease, and each agrees to indemnify, and hold the other harmless from, and against any and all claims for brokerage commissions, arising out of any communications or negotiations conducted by such party with any broker, regarding the Premises and/or the consummation of this Lease. Landlord shall be responsible for any compensation payable to the Broker set forth in Section 14.13.

LANDLORD:

HURST RE, LTD.

By: MRR-GP, L.L.C.
Its General Partner

By: _____
Name: Robert Moorehead
Title: President

Date of Execution: _____

TENANT:

TARRANT COUNTY HOSPITAL DISTRICT

By: _____
Name: Robert Earley
Its: President and CEO

Date of Execution: _____

EXHIBIT "A"

Floor Plan/Site Plan

EXHIBIT “B”

Plans and Specifications

(To be inserted upon the approval thereof by Landlord)