

JDLV Properties, LTD.

LEASE AGREEMENT

This lease agreement dated the ____ day of _____, 20__ the hereinafter specified Landlord and Tenant by and between the hereinafter specified Landlord and Tenant

WITNESSETH:

I.

DEFINITIONS AND BASIC TERMS

1.1 For the purpose of this lease the following terms shall have the meanings hereinafter specified:

(a) Landlord: JDLV Properties Ltd.

whose address is: 619 W. Rhapsody San Antonio, TX 78216-2608

(b) Tenant: _____

whose address is: _____

(c) Entire Premises: The tract of land depicted on the drawing attached hereto as Exhibit "A".

(d) Shopping Center: The buildings located on the entire premises as said shopping center is constituted from time to time.

(e) Demised Premises: Approximately ____ square feet of floor space ~~having a depth of ____ft. and a width of ____ft.~~ (measured from exterior of walls) said premises being outlined in red on Exhibit "A" attached more commonly known as Goliad Road. Space is being rented in an "as is" condition.

(f) Common Facilities: Such parking areas, streets, driveways, aisles, sidewalks, curbs, delivery passages, loading areas, lighting facilities, and other common and service areas situated on the entire premises as are designated by Landlord from time to time for use by all Tenants of the shopping center, in common.

(g) **Minimum Rental: The sum of \$_____ payable in monthly payments of \$_____ each for the first year. Rent increases each year thereafter according to Section 5.5 of this lease.**

~~(h) Percentage Rental: 0 %~~

~~(i) Common Area Maintenance Charge: The sum of \$0 per month.~~

(j) Term: (-) years

(k) Delivery Date: _____

(l) Lease Year: Each succeeding One (1) year period commencing with the commencement of the lease term.

(m) Purpose of Tenancy: _____

(n) Base Tax Year: The ad valorem tax year having its inception during the original lease year.

(o) Security Deposit: \$_____

II.

GRANTING CLAUSE, TERM AND RESERVED RIGHTS

2.1 Landlord hereby demises and leases unto Tenant and Tenant hereby takes from Landlord, for the consideration and upon the terms and conditions herein set forth, the demised premises for the term specified in Section 1.1 commencing on the date fixed by Article IV.

2.2 Landlord and Tenant shall each, at the request of the other, execute and deliver a short form of lease substantially in the form of that attached hereto as Exhibit "B" specifying the date of commencement and expiration of the lease term.

2.3 Landlord reserves the right to install, maintain, use, repair and replace ducts, pipes, wires, conduits, equipment, signs, antenna, displays and other objects upon the roof or through the roof, walls, floors and ceilings of the demised premises which serve other portions of the Shopping Center.

III.

IMPROVEMENTS

3.1 Attached hereto and incorporated herein as ~~Exhibit "C"~~ are outline specifications setting forth:

~~(a) Improvements to the demised premises to be furnished and/or installed by Landlord (hereinafter called "Landlord's work" and sometimes "Landlord's original work").~~

~~(b) Improvements to the demised premises to be furnished and/or installed by Tenant (hereinafter called "Tenant's work" and sometimes "Tenant's original work").~~

~~3.2 Landlord shall deliver possession of the demised premises to Tenant on the Delivery Date specified in Section 1.1 thereof, with substantial completion of Landlord's work as shown on Exhibit "C" attached hereto. In the event such improvements are not substantially completed by said Delivery Date, Landlord shall not be considered in default nor shall this lease agreement be subject to cancellation but the payment date for the initial monthly minimum rental hereinabove provided shall be adjusted to correspond with the date such improvements are substantially completed by Landlord and~~

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Initials: Tenant: _____ Landlord: _____

~~possession of the demised premises delivered to Tenant. In the event substantially all of the improvements are completed prior to said Delivery Date, possession of the demised premises shall be delivered to Tenant forthwith, in which event the payment date for the initial monthly minimum rental shall be adjusted accordingly.~~

~~3.3 — Upon substantial completion of Landlord's work Tenant shall promptly commence and diligently pursue to completion Tenants work and all other work, other than Landlords work, necessary to make the premises suitable for occupancy by Tenant.~~

3.4 Landlord and Tenant shall conform to, and comply with, all Federal, state and local laws, ordinances, rules and regulations in the performance of their respective work,

3.5 Upon opening the demised premises for business, Tenant shall be deemed to have accepted the same as in full compliance with the Landlord's covenants and obligations hereunder.

3.6 Tenant agrees to pay for all work of Tenant promptly so that the demised premises will at all times remain free from all liens for labor and material. Landlord does not consent to Tenant placing any liens of any type or character on the demised premises and Tenant shall hold Landlord free and clear of all costs, charges, fees, expenses and damages from any such liens Tenant shall provide Landlord a waiver of lien rights of any contractor or person performing work for Tenant.

IV.

COMMENCEMENT AND TERMINATION OF TERM

4.1 The term shall commence on the date possession of the premises is delivered by Landlord to Tenant unless extended by any provision hereof. The term of this Lease shall terminate _____years or _____date.

V.

RENTAL

5.1 Tenant shall pay to Landlord as minimum rental the sum specified in Section 1.1 payable in equal monthly installments in advance on the first day of each calendar month throughout the lease term without any right of set-off or deduction, whatsoever, on the first rental installment date Tenant shall also pay the minimum rent due for any portion of the preceding calendar month that may be included in the lease term and shall pay the last rental installment due for the term of the lease. On any rental not paid within ten (10) days from the date same is due, a late charge of 10% of the amount of the rental shall be due and payable, which charge shall be cumulative of and not in lieu of any rights or remedies of Landlord under the default provisions of this Lease.

~~5.2 — In addition to minimum rental Tenant shall pay, as percentage rental, that sum by which the percentage specified in Section 1.1 of gross sales, as gross sales are hereinafter defined, made in each month shall exceed minimum rental paid in such month. Percentage rental shall be payable with each report required by Section 6.1 hereof.~~

~~5.3 — The term "gross sales" as used herein shall include the entire amount of the sales price, whether for cash, credit or otherwise, of all sales of merchandise (including gift and merchandise certificates), services and other receipts whatsoever of all business conducted in or from the demised premises, including mail or telephone orders received or filled at the demised premises, deposits not refunded to purchaser, orders taken although said orders may be filled elsewhere, sales to employees, sales through vending machines or other devices and sales by any sub-lessee, concessionaire or licensee or otherwise in said premises. Each "sale upon installment or credit shall be treated as a sale for the full price in the month during which such sale was made irrespective of the time when Tenant shall receive payment from its customer. No deduction shall be allowed for uncollected or uncollectible accounts. Gross sales shall not include, however, any sums collected and paid for any sales or excise tax imposed by any duly constituted governmental authority where the amount of such tax is separately charged to the customer, nor shall it include the exchange of merchandise between the store of Tenant, if any, where such exchanges are made solely for the convenient operation of the business of Tenant and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the demised premises and/or for the purpose of depriving Landlord of the benefit of sale which otherwise would be made at, in, from or upon the demised premises, nor the amount of returns to shippers or manufacturers, nor the amount of any cash or credit refund made upon any sale where merchandise sold, or some part thereof, is thereafter returned by the purchaser and accepted by Tenant, nor sales of Tenant's fixtures made with the prior written permission of Landlord.~~

5.4 All rental due hereunder shall be paid to Landlord at the address specified in Section 1.1 hereof or such other address as may be specified by Landlord by notice.

5.5 Beginning with the first month of the second lease year, and on the first month of each lease year throughout the term hereof the monthly sums specified in Paragraph 1.1(g) shall be increased in proportion to the increase in: (i) the United States Department of Labor Bureau of Labor Statistics, Consumer Price Index -U.S. Average 41957 - 1959 ' 100) for the last full calendar month of the preceding lease year over and above (ii) the corresponding index figure for the first full calendar month of' the preceding lease year provided that if such Index should be discontinued, such calculations shall be made by use of another reputable index selected by Landlord. In no event, however, shall the sums due and payable by Tenant to Landlord be decreased by reason of these provisions from the monthly sum due and payable by Tenant to Landlord during the first full lease year.

VI.

SALES RECORDS AND REPORTS

~~6.1 — On or before the fifteenth day of each month of the lease term, including the month following the end of the term of this lease, Tenant shall prepare and deliver to Landlord at the place where rent is then payable, a monthly statement of gross sales during the preceding calendar month. Such monthly statement of gross sales shall be accompanied by the percentage rent, if any, due Landlord from gross sales made during such preceding month. Within thirty days after the end of the first year of this lease, and annually thereafter, Tenant shall deliver to Landlord at the place where rent is then payable~~

an annual statement showing gross sales during the preceding year of the lease, together with the adjustment of percentage rental, if any, due Landlord from gross sales made during such preceding year. Monthly gross sales reports shall be certified and sworn to before a Notary Public by an authorized officer of Tenant and annual gross sales reports shall be certified to be correct by an independent certified public accountant.

6.2 — Tenant shall forthwith deliver to Landlord a copy of all Sales and Use Tax reports or other reports filed with state, county, or other governing agencies.

6.3 — Tenant and each subtenant, licensee or concessionaire of Tenant shall keep in the demised premises a permanent accurate set of books and records of all sales of merchandise and revenue derived from business conducted in the demised premises, including: cash register tapes, sales slips, order records, records of transactions with subtenants, concessionaires and licensees, shipping records, records of merchandise returned, tax reports, banking records and such other records as may be needed to permit an effective audit of sales. All such records shall be retained and preserved for at least twenty four months after the end of the lease term and shall be subject to inspection, copying and audit by Landlord and Landlord's representative stall reasonable times.

6.4 — In the event Landlord is dissatisfied with the statements of gross sales as submitted by Tenant, Landlord or an authorized representative or person or firm designated by Landlord shall have the right to inspect books and records, wherever located, pertaining to sales made in or from the demised premises. If such statements are found to be incorrect to an extent of more than 3% over the figure submitted by Tenant. Tenant shall pay for such special audit; otherwise, the cost of such audit shall be paid by Landlord. Tenant shall promptly pay to Landlord any deficiency which is established by such inspection, and Tenant shall also pay to Landlord a charge of 10% of any such deficiency.

VII. COMMON FACILITIES

7.1 Landlord shall substantially complete the common facilities depicted on Exhibit "A" prior to the commencement of the lease term. Landlord reserves the right to change from time to time the dimensions and location of the common facilities as shown on Exhibit "A", as well as the dimensions, identity and type of any buildings comprising the shopping center and to construct additional buildings or additional stories on existing buildings or other improvements on the entire premises, provided that such changes and additional construction do not materially affect access to parking for and visibility of the demised premises.

7.2 Tenant, and its employees, customers, sub-tenants, licensees, and concessionaires shall have the non-exclusive right to use the common facilities as constituted, from time to time, such use to be in common with Landlord, other Tenants of the shopping center and other persons entitled to use the same, subject to such reasonable rules and regulations governing use as Landlord may from time to time prescribe. Vehicles of Tenant and of employees of Tenant will be parked only in areas designated by Landlord.

7.3 The common facilities shall be and remain under Landlord's sole operation and control and Landlord shall, at Landlord's expense, adequately maintain and repair the same.

7.4 Tenant shall keep the interior of the demised premises and the interior and exterior of all doors and windows, in a neat and clean condition, keep the sidewalks and rear exterior wall area adjacent to the demised premises clean and clear of foreign matter, and Tenant shall comply with all rules and regulations which Landlord may make, from time to time, concerning the storage and the removal of trash and garbage. All trash and garbage shall be stored in covered receptacles, approved by the city and kept neat and clean and close to the rear walls of the building or in an area designated by Landlord. Landlord reserves the right to require Tenant to employ commercial collection of trash and garbage by a company of Tenant's choice.

7.5 — Tenant shall pay to Landlord as additional rental the fixed common area maintenance charge specified in Section 1.1 in equal monthly installments. Said installments shall be in addition to and shall be payable with minimum rental due hereunder.

7.6 — Beginning with the first month of the second lease year, and on the first month of each lease year throughout the term hereof the monthly sums specified in Paragraph 1.1(i) shall be increased in proportion to the increase in: (i) the United States Department of Labor Bureau of Labor Statistics, Consumer Price Index - U.S. Average 41957 - 1959 (100) for the last full calendar month of the preceding lease year over and above (ii) the corresponding index figure for the first full calendar month of the preceding lease year provided that if such Index should be discontinued, such calculations shall be made by use of another reputable index selected by Landlord. In no event, however, shall the sums due and payable by Tenant to Landlord be decreased by reason of these provisions from the monthly sum due and payable by Tenant to Landlord during the first full lease year.

VIII.

USE OF PREMISES AND COMPETITION

8.1 The demised premises may be used and occupied only for the purpose or purposes specified in Section 1.1 and for no other purpose or purposes without the prior written consent of Landlord. Tenant shall not at any time leave the demised premises vacant, but shall in good faith continuously throughout the term of this lease conduct and carry on in the entire demised premises the type of business for which the demised premises are leased.

8.2 Tenant shall not conduct within the demised premises any fire, auction, lost lease, quitting business or bankruptcy sale, nor shall any sign or advertisement of such be permitted. Tenant shall not permit any objectionable or unpleasant odors or amplifier or signs or devices emitting flashing lights or odors in the demised premises, on the roof of or outside the demised premises or on the entire premises as above defined, or where the same can be heard, seen or smelled from outside the building; nor place any antenna, awning or other projection on the exterior of the demised premises.

8.3 Tenant shall procure, at its own expense, any permits and licenses required for the transaction of business in the demised premises and otherwise comply with all applicable laws, ordinances, and governmental regulations.

Tenant and any person or corporation, directly or indirectly controlling, controlled by or under control with Tenant, shall not directly or indirectly, engage in any business similar to or competing with the business in which Tenant is engaged on the demised premises within a radius of five miles from the outside boundaries of the entire premises. Upon violation of this Section then, in addition to any other remedies of Landlord which shall include injunction and/or damages, the gross sales of such other business shall be included in gross sales from the demised premises in computing percentage rental due hereunder.

IX.

MAINTENANCE, REPAIR AND ALTERATIONS

9.1 Landlord shall maintain and keep in good repair (except for any damage caused by Tenant, its employees, agents, licensees or contractors):

- (a) The foundation, roof, structure and exterior walls of the demised premises
- (b) Sewage, gas and electric facilities serving the demised premises to the point of Tenant's meter.
- (c) At Landlord's option, Landlord may make all repairs which Tenant has failed to make as hereafter set out.
- (d) The duty of Landlord to repair and maintain shall commence upon notice by Tenant to Landlord of any such damage, and Landlord shall have the duty only to correct such damage specified in (a) and (b) above and no other duty or responsibility

9.2 Tenant shall maintain and keep in good repair:

- (a) The interior of the demised premises including walls, floors and ceilings
- (b) All windows and doors and replace all plate glass, including glass windows and doors, hinges, hardware, and door closures in connection therewith (even though the same shall constitute a part of an outside wall of a building) therein broken, chipped or damaged in any manner, by any cause whatsoever, during the lease term with other glass windows or doors, hinges, hardware, or door closures of the same size and quality:
- (c) All wires and plumbing within the demised premises which serve the demised premises as distinguished from the shopping center generally
- (d) All signs, air conditioning and heating equipment, elevators, escalators, mechanical doors and other mechanical equipment situated on or in the demised premises or serving the demised premises as distinguished from the shopping center generally.

Tenant shall further make all other repairs to the demised premises made necessary by Tenants failure to comply with its obligations under preceding subsections (a) (b), (c) and (d). Tenant shall pay Landlord for all repairs which Tenant has failed to make and which Landlord has made.

9.3 In the event Landlord shall have furnished or installed any of the equipment referred to in subsection 9.2 (d). Landlord, at Tenant's request, shall assign to Tenant all applicable warranties or guarantees made or given to Landlord by manufacturers or installers of such equipment to the extent such warranties or guarantees are assignable.

9.4 Tenant shall not make any alterations, additions or improvements to the demised premises without the prior written consent of Landlord, ~~except for the work described in Exhibit "C"~~ and the installation of unattached movable trade fixtures which may be installed without drilling, cutting or otherwise defacing the premises. All fixtures installed by Tenant shall be new or newly and completely reconditioned. All Alterations, additions and improvements and fixtures (other than unattached, movable trade fixtures) which may be made or installed by either party hereto upon the demised premises shall remain upon and be surrendered with the premises and become the property of Landlord at the termination of this lease unless Landlord requests their removal in which event Tenant shall remove the same and restore the premises to their original condition at Tenant's expense. Any asphalt tile or other floor covering of similar character which may be cemented or otherwise adhesively affixed to the floor of the demised premises shall become the property of the Landlord.

All without credit or compensation to Tenant. Tenant not being in default under this lease agreement, unattached movable trade fixtures may be removed from the demised premises provided, however, that tenant shall have identified same in writing prior to removal and Landlord shall first have consented to such removal in writing.

9.5 Tenant agrees to pay for all such work promptly so that the demised premises will at all time remain free from all liens for labor and material.

9.6 All air conditioning and heating units serving the demised premises shall be installed by Tenant and shall be air-cooled and located in an area designated by Landlord.

9.7 Tenant shall keep the premises and equipment, and fixtures, including air conditioning and heating equipment, in good repair and condition and shall deliver up the premises equipment, fixtures and air conditioning and heating equipment in good condition and repair, normal wear and tear alone excepted.

X

SIGNS

10.1 Tenant, upon receiving the prior written approval of Landlord as to design, placement and method of affixing to building, shall have the right to erect and maintain a sign illuminated or otherwise, on the marque portion of the shopping center occupied by Tenant. No sign shall be installed or placed on the roof. Signs as used herein shall include window

stickers, decals, or other similar materials and shall include any painting of the interior or the exterior of the building, windows and doors.

XI

UTILITIES

11.1 Tenant shall promptly pay all charges and deposits for electricity, water, gas, telephone service, sewage service and other utilities furnished to the demised premises.

XII

CASUALTY DAMAGE

12.1 In the event the demised premises are damaged or destroyed by fire or other casualty, Tenant shall give immediate notice to Landlord and Landlord shall proceed with reasonable diligence to restore "Landlord's work" at Landlord expense. Provided, however, if the demised premises are destroyed or are so damaged that the Landlord's cost of restoring the same would exceed 80% of their then insurable value, the Landlord may at Landlord's option, elect to terminate this lease at any time within 120 days after the occurrence of the casualty.

12.2 In the event 33 1/3 percent or more of the ground floor area of the shopping center should be damaged or destroyed by casualty not covered by the standard broad form of fire and extended coverage insurance then in common used in the State of Texas or should be damaged to such extent that the Landlord's cost of restoring the same would exceed 80% of the then insurable value of such portion of the shopping center, then Landlord, at Landlord's option, may elect to terminate this lease whether or not the demised premises, as such, shall suffer any damages.

12.3 Landlord's obligation to rebuild or restore under this Article shall in any event be limited to restoring Landlord's original work to substantially the condition in which the same existed immediately prior to the casualty and Tenant shall promptly after the completion of such work by Landlord proceed with reasonable diligence, and at Tenant's sole cost and expense, to restore Tenant's original work to substantially the condition in which the same existed prior to the casualty and to otherwise make the demised premises suitable for Tenant's business.

12.4 Tenant shall continue the operation of its business within the demised premises to the extent practical during any period of reconstruction or restoration. During the period from the occurrence of the casualty until the restoration of Landlord's work is complete, the minimum guaranteed rent shall be reduced to such extent as may be fair and reasonable under the circumstances; however, there shall be no abatement of the percentage rental additional rental and other charges provided for herein. In the event of damage or destruction by fire of other casualty occurring through an act or failure to act on the part of Tenant, Tenant shall pay to Landlord the full amount of all rentals required to be paid according to Section 1.1 of this lease.

XIII

INDEMNITY, NON-LIABILITY AND INSURANCE

13.1 Tenant agrees to indemnify and hold Landlord harmless from any and all liability by reason of personal injury or property damage to third persons on or about the demised premises. Tenant agrees to purchase and maintain in force Commercial General Liability Insurance including products coverage applicable to the demised premises, insuring Landlord as well as Tenant against such liabilities, which policy shall be purchased from a responsible company authorized to sell insurance in the State of Texas, and shall include Landlord as an additional insured, and shall be in limits of not less 1/2 million—occurrence and 1 million—aggregate. Tenant shall cause said Insurer to furnish Landlord within thirty (30) days after the beginning date of the term of this lease, certificates evidencing that such insurance policies have been issued and agreeing to give Landlord fifteen days prior written notice in the event such policy affording any such coverage is to be cancelled. Tenant likewise agrees that Landlord shall have no liability whatsoever for any loss or damage to the fixtures, equipment, or personal property of Tenant, or of anyone claiming by, through or under Tenant, which loss or damage occurred by reason of the bursting, stopping or leaking of water, gas, sewer or steam pipes, by vandalism or theft, or by reason of fire, whether explosion or otherwise.

13.2 All fire and extended coverage insurance and boiler insurance carried by Landlord or Tenant covering losses arising out of the destruction or damage to the demised premises or its contents or to other portions of the shopping center shall provide for a waiver of rights of subrogation against Landlord on the part of the insurance carrier and to the extent, but only to the extent, that such insurance shall require a release of the claim of the insured against the other party for losses arising out of the hazard covered thereby such claim shall be deemed released.

13.3 Tenant shall not, without the Landlord's prior written consent, keep anything within the premises nor use the premises for any purposes which increases the insurance premium cost or invalidates any insurance policy carried on the demised premises or other parts of the shopping center. If Landlord should consent to such use and occupancy by Tenant, Tenant shall pay on demand, as additional rent, the additional insurance premiums resulting from such use and occupancy. All property kept or stored or maintained within the premises by Tenant shall be at Tenant's sole risk.

13.4 The Tenant agrees to use and occupy the demised premises and to use such other portions of the Shopping Center as its herein given the right to use at its own risk; and that the Landlord shall have no responsibility or liability for any loss of or damage to fixtures or other personal property of the Tenant. The provisions of this paragraph shall apply during the whole of the term hereof and in view of the permission given to the Tenant to install fixtures prior to the commencement of the term hereof, shall also apply at all times prior to the commencement of the term hereof.

13.5 The tenant agrees that the Landlord shall not be responsible or liable to the Tenant, or to those claiming by, through or under the Tenant, for any loss or damage that maybe occasioned by or through the act or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connecting with the premises demised hereunder or any part of the building of which the demised premises or a part, or otherwise

13.6 The Landlord shall keep the building of which the demised premises are a part insured against loss or damage by fire, with the usual extended coverage endorsements, in amounts not less than eighty percent (80%) of the full insurable value thereof above foundation walls

13.7 Tenant also agrees that it shall keep its fixtures, merchandise, equipment and other property located on or near the demised premises insured against loss or damage by fire with the usual extended coverage endorsement and Landlord shall be named as an additional loss payee. It is understood and agreed that the Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft or otherwise.

13.8 Tenant will assume and pay to Landlord on demand the pro-rata share of any increase in insurance premiums on all fire and extended coverage insurance, boiler insurance, public liability and property damage insurance, rent insurance, and other insurance which from time to time may be Landlord's election be carried by Landlord, imposed or charged during any year after the first full year of the primary term of this lease. Such pro-rata shall be the percentage that Tenants rentable area bears to the total rentable area in the shopping center.

XIV

EMINENT DOMAIN

14.1 If more than 10% of the floor area of the demised premises should be taken for any public or quasi public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, this lease shall terminate effective on the date physical possession is taken by the condemning authority.

14.2 If less than 10% of the floor area of the demised premises should be taken for any public or quasi-public use under any governmental law ordinance or regulation or by right of eminent domain, or by private purchase in lieu thereof, this lease shall not terminate, however, the minimum guaranteed rental (but not percentage or additional rental) payable hereunder during the un-expired portion of this lease shall be reduced in proportion to the area taken, effective on the date physical possession is taken by the condemning authority and Landlord shall make all necessary repairs or alterations within the scope of Landlord's original work necessary to make the demised premises an architectural whole.

14.3 If any part of the common facilities should be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by private purchase in lieu thereof, this lease shall not terminate, nor shall the rent payable hereunder be reduced, nor shall Tenant be entitled to any part of the award made for such taking, except that either Landlord or Tenant may terminate this lease, if the parking area remaining following such taking plus any additional parking area provided by Landlord by constructing multi-level and/or ground level parking facilities in reasonable proximity to the shopping center shall be less that 70% of the original parking area.

14.4 Any election to terminate this lease following condemnation shall be made within thirty days after the date on which physical possession is taken by the condemning authority.

14.5 All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) whether for the whole or a part of the demised premises, shall be the property of the Landlord, whether such award is compensation for damages to Landlord's or Tenant's interest in the demised premises, and Tenant hereby assigns all of his interest in any such award made to Tenant for loss of business or for the taking of Tenant's fixtures and other property within the demised premises if a separate award for such items is made to Tenant.

XV

ASSIGNMENT AND SUBLETTING

15.1 Without the prior written consent of the Landlord, neither the Tenant, nor the Tenant's legal representatives or successors in interest by operation of law or otherwise, shall assign or mortgage this lease, or sublet the whole or any part of the demised premises or permit the demised premises or any part thereof to be used or occupied by others, Landlord may however, collect rental payments from a purported assignee or sub lessee without waiving any right to treat the purported assignment or sublease as a nullity

15.2 Any transfer, sale or other disposition of all or substantially all of the corporate stock of a corporate Tenant shall be deemed an assignment.

XVI.

DEFAULT BY TENANT AND SECURITY DEPOSIT

16.1 If any one or more of the following events (herein sometimes called "Events of Default") shall happen:

a) If default shall be made in the due and punctual payment of any rent, or percentage rent payable under this Lease or any part thereof when and as the same shall become due and payable, and such default shall continue for a period of ten (10) days, or

(b) If default shall be made by Tenant in the performance of or compliance with any of the covenants, agreements, terms or conditions contained n this Lease other than those referred to in the foregoing subdivision (a) and such default shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant, provided, that if Tenant proceeds with due diligence during such thirty (30) days period to cure such default and is unable by reason of the nature of the work involved, to cure the same within the said thirty (30) days the time to do so shall be extended for an additional period not to exceed fifteen (15) days, provided, however, that such extension of time shall not subject Landlord or Tenant to any liability, civil or criminal, and the interest of Landlord in the demised premises Shall not be jeopardized by reason thereof; or

(c) If at any time during the term hereby demised there shall be filed by Tenant in any court pursuant to any statute, either of the United States or any State, a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of Tenants property, or if Tenant make an assignment for the benefit of creditors or petition for or enter into an arrangement; or

(d) If at any time during the term hereby demised there shall be filed against Tenant in any court pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency, or for the reorganization or for appointment of a receiver or trustee of all or a portion of Tenants property, and if within fifteen (15) days after the commencement of any such proceeding against Tenant the same shall not have been dismissed, or

(e) If Tenant does not comply with Tenant's obligations under the Merchants Association, if any such Association, within five (5) days after written notice of such default is given by either Landlord or Association to Tenant, then and in any such event Landlord at any time thereafter may give written notice to Tenant specifying such Event of Default or Events of Default and stating that Tenants right to possession of the demised premises shall terminate on the date specified in such notice which shall be at least (hereinafter referred to as "termination") ten (10) days after the giving of such notice, subject to the provisions of Section 16.4 hereof, this lease and the term hereby demised and all rights of the Tenant, but not the obligation of Tenant, under this Lease shall expire and terminate

16.2 Upon any such expiration or termination of this Lease, Tenant shall quietly and peacefully surrender the demised premises to Landlord, and Landlord upon or at any time after any such expiration or termination, may without further notice, enter upon and re-enter the demised premises and possess and repossess itself thereof, by force, summary proceedings, ejectment or otherwise, and may dispossess Tenant and remove Tenant and all other persons and property from the demised premises, and Tenant hereby grants to Landlord the right to use any equipment, fixtures or property of Tenant situated in, on or near the demised premises

16.3 At any time or from time to time after any such expiration or termination, Landlord may re-let the demised premises or any part thereof, in the name of Landlord or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of this lease and on such conditions which may include concessions or free rent) as Landlord, in its uncontrolled discretion, may determine and may collect and receive the rent therefore. Landlord shall in no way be responsible or liable for any failure to re-let the demised premises or any part thereof, or for any failure to collect any rent due upon such re-letting.

16.4 No such expiration or termination of this Lease because of Tenants default shall relieve Tenant of its liability and obligations under this Lease and such liability and obligations shall survive any such expiration or termination, In the event of any such expiration or termination, whether or not the demised premises or any part thereof shall have been re-let, Tenant shall pay to the Landlord the rent and all other charges required to be paid by Tenant up to the time of such expiration or termination of this Lease and thereafter Tenant until the end of what would have been the term of this Lease in the absence of such expiration or termination shall be liable to Landlord for, and shall pay to Landlord as and for liquidated and agreed current damages for Tenants default:

(a) The equivalent of the amount of the minimum rent and percentage rent and the other rent and charges which would be payable under this Lease by Tenant if this lease were still in effect less

(b) The net proceeds of any re-letting effected pursuant to the provisions of Section 16.3 hereof after deducting all Landlords expenses in connection with such re-letting, including, without limitation, all repossession costs, brokerage commissions, Landlords overhead, legal expenses, reasonable attorneys fees, alteration costs, and expenses of preparation for such re-letting.

For the purposes of this Section, it shall be deemed that the percentage rent for any period after any such default and entry by the Landlord would have been at a monthly rate thereafter equal to the highest monthly percentage rent which the Tenant was obligated to pay to the Landlord under this lease from the commencement hereof to the date of such default. Further, if this lease shall be guaranteed on behalf of the Tenant, all of the foregoing provisions with respect to bankruptcy of the Tenant, etc. shall be deemed to read 'the Tenant or the guarantor hereof'.

Tenant shall pay such current damages (herein called "deficiency") to Landlord monthly on the days on which the rent would have been payable under this Lease if this Lease were still in effect, and Landlord shall be entitled to recover from Tenant each monthly deficiency as the same shall arise. At any time after any such expiration or termination, whether or not Landlord shall have collected any monthly deficiencies as aforesaid, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord, on demand, as and for liquidated and agreed final damages for Tenant's default, an amount equal to the difference between the rent and all additional rent reserved hereunder for the un-expired portion of the term demised and the then fair and reasonable rental value of the demised premises for the same period. In the computation of such damages, the difference between any installment of rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the demised premises for the period for which such installment was payable shall be discounted to the date of termination at the rate of four percent (4%) per annum. If the demised premises or any part thereof be re-let by the Landlord for the un-expired term of said Lease, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such re-letting shall be prima facie deemed to be the fair and reasonable rental value for the part or the whole of the premises so re-let during the term of the re-letting. Nothing herein contained shall limit or prejudice the right of the Landlord to provide for and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above.

16.5 Tenant hereby expressly waives, so far as permitted by law, the service of any notice of intention to re-enter provided for in any statute, or of the institution of legal proceedings to that end, and Tenant for and on behalf of itself and all persons claiming through or under Tenant also waives any and all right of redemption or re-entry or repossession or to restore the operation of this lease in case Tenant shall be dispossessed by a judgment or by warrant of any court or judge or in case of re-entry or repossession by Landlord or in case of any expiration or termination of this Lease. Landlord and Tenant, so far as permitted by law, waive and will waive trial by jury in any action, proceeding or counterclaim brought be either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of said premises or any claim or injury or

damage. The terms "enter," "re-enter," "entry" or "re-entry," as used in this Lease are not restricted to their technical legal meaning.

16.6 In the event of any breach or threatened breach by Tenant of any of the covenants, agreements, terms or conditions contained in this Lease, Landlord shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings, and other remedies were not provided for in this Lease

16.7 Each right and remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity by statute or otherwise.

16.8 Landlord hereby acknowledges receipt from Tenant of the sums stated in Section 1.1 (o) above to be held by Landlord without interest as security for the performance by Tenant of Tenants covenants and obligations under this lease. It is expressly understood that such deposit may be co-mingled with other property of Landlord, and the deposit is not an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. If Tenant is not then in default, any remaining balance of such deposit shall be returned by Landlord to the Tenant upon expiration of the lease Term. The security deposit may be assigned and transferred by Landlord to the successor in interest of Landlord and, upon acknowledgement by such successor of receipt of such security and its express assumption of the obligation to account to Tenant for such security in accordance with the terms of this lease, Landlord shall thereby be discharged of any further obligation relating thereto.

XVII.

BANKRUPTCY

17.1 In the event that the Tenant shall become bankrupt, voluntary or involuntary, or shall make a voluntary assignment for the benefit of creditors, or in the event that a receiver of the Tenant shall be appointed, then, at the option of the Landlord and upon five (5) days notice to the Tenant or Tenants representative, of the exercises of such notice, this Lease shall cease and come to an end.

XVIII

LANDLORD'S LIEN

18.1 Landlord shall have a lien upon and security interest in. all of the fixtures, furniture, equipment, stock, goods, merchandise and other property placed on the demised properties during the term of the lease, to secure the payment of rentals and other sums due hereunder for the entire term of the lease. In addition to the remedies granted by law, Landlord shall have and may exercise with respect to said collateral, all of the rights, remedies and powers of secured party under the Uniform Commercial Code including, without limitation the right and power to sell, at public or private sale or sales or otherwise dispose of, lease or utilize, the collateral and any part or parts thereof in any manner authorized or permitted under said code upon default by Tenant. At Landlord's request Tenant shall execute and deliver to Landlord a financing statement appropriate for use under the Uniform Commercial Code or a signed counterpart of this agreement or the short form thereof may be used as such financing statement.

XIX

PROPERTY TAXES, ETC.

19.1 Tenant shall be liable for all taxes levied against personal property, Tenant improvements and trade fixtures placed by Tenant in the demised premises. If any such taxes for which Tenant is liable are levied against Landlord or Landlords property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property and trade fixtures placed by Tenant in the demised premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which the Tenants primarily liable hereunder.

19.2 Tenant shall pay all charges or taxes, if any, levied by any taxing authority against Landlord on rentals required by the provisions of this lease and in the event Landlord is required to make payment of any such taxes directly to a taxing authority, the amount of such taxes shall be paid by Tenant to Landlord within 10 days from receipt of billing for said taxes or at the request of Landlord the amount of such taxes applicable to each monthly rental installment shall be paid each month at the due date of each installment.

XX.

INCREASES IN TAXES

20.1 **If during any real estate tax year subsequent to the base tax year (as defined in Section 1.1) general real estate taxes, assessments and governmental charges levied against the entire premises and the shopping center for such tax year shall exceed the general real state taxes, assessments and governmental charges levied for the base tax year, \$ _____ per square foot per year. Tenant shall pay to Landlord as additional rental, upon demand, a proportionate share of such increase computed on the ratio that the total floor area of the demised premises bears to the grow leasable area included within the shopping center.**

XXI

MORTGAGEE'S REQUIREMENTS

21.1 In the event a mortgagee or prospective mortgagee should so require Tenant shall deliver to Landlord, from time to time, for delivery to such mortgagee

(a) An acknowledgment of the assignment of rentals and other sums due hereunder to the mortgagee and agreement to be bound thereby;

(b) An Agreement requiring Tenant to advise the mortgages of damage to or destruction of the demised premises by fire or other casualty requiring its reconstruction and/or requiring Tenant to give the mortgages written notice of Landlord's default hereunder and to permit the lender to cure such default within a reasonable time after such notice before exercising any remedy Tenant might possess as a result of such default;

(c) An acceptance or estoppel letter, to be executed only upon the commencement of the lease term, accepting the premises as completed in accordance with the lease specifying that all conditions to the commencement of the lease term have been met, and that Landlord is not in default of its obligations thereunder, If such be the case, and containing such other information as is customary contained in such acceptance or estoppel letters.

21.2 In the event Landlord should so request, Tenant shall deliver to Landlord, from time to time, a statement in recordable form certifying that the lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified) and further stating the dates to which rent and other charges payable under the lease have been paid.

21.3 This Lease shall be subordinate to any mortgage or mortgages for interim or permanent financing placed on the premises by Landlord from time to time except that at the election of such Mortgagee, this Lease may be deemed superior to such mortgage. provided however, that so long as Tenant complies with all of the terms of this Lease imposed upon Tenant that any foreclosure of such mortgage shall not terminate nor affect this Lease.

XXII.

NOTICES

22.1 Wherever any notice, election, consent, approval, request, permission, etc. is required or permitted hereunder such shall be in writing and shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered or certified mail return receipt requested, addressed to the parties hereto at the respective addresses set forth in Section 1.1 above, or at such other addresses as the parties may have theretofore designated by notice.

XXIII.

MISCELLANEOUS

23.1 This agreement and all of the terms, provisions and covenants contained herein, shall apply to, be binding upon and inure to the benefit of the parties hereto, their respective heirs, assigns, successors, executors and administrators except as otherwise herein expressly provided.

23.2 If more than one person or corporation is named as Tenant In this lease and execute the same as such, then and in Such event the liability of such persons or corporations for compliance with the performance of all of the terms, covenants and provisions of this lease shall be joint and several.

23.3 All rental and other sums which one party hereunder may become obligated to pay to the other shall bear interest at the rate of 10% per annum, compounded annually, from date when the same shall become due. In the event Landlord should find it necessary to employ attorneys or the purpose of collecting any sum due hereunder or enforcing any provision of this lease, then Landlord shall be entitled to recover costs of court and reasonable attorneys fees which shall in no event be less than 10% of any such sum recovered.

23.4 Whenever a period of time is herein provided for Landlord to do or perform any act or thing, Landlord shall not be liable or responsible for, and there shall be excluded from the computation of such periods of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, national emergency, acts of the public enemy, governmental restrictions, laws or regulations, or any other cause or causes, whether similar or dissimilar to those enumerated, beyond Landlord's reasonable control.

23.5 Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any of the acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than that of Landlord and Tenant.

23.6 One or more waivers of any covenant, term or condition of this lease shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

23.7 The captions employed in this lease are for convenience only and are not intended to in any way limit or amplify the terms and provisions of this lease. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender wherever the context requires. This lease shall not be construed against either party more or less favorably by reason of authorship or origin of language.

23.8 This lease contains the entire agreement between the parties and no agreement shall be effective to change, modify or terminate this lease in whole or in part unless such agreement is In writing and duly signed by the party against whom enforcement of such change, modification or termination is sought.

23.9 Tenant shall reimburse Landlord for Tenant's proportionate share of any increase in the insurance premium for the insurance Landlord is required to carry above the premium for the last full lease year. Tenant's proportionate share shall be equal to a fraction, the numerator of which shall be the number of square feet of floor area in the demised premises.

EXECUTED on the day hereinbefore first mentioned.

JDLV PROPERTIES, LTD.

By: _____ LANDLORD
Bibi Castaneda

TENANT

By: _____ TENANT
name

ATTEST:

THE STATE OF TEXAS

COUNTY OF

Before me, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the _____ day of _____, AD. 20_____

Notary Public in and for
_____ County Texas

THE STATE OF TEXAS

COUNTY OF

Before me, the undersigned authority, on this day personally appeared _____ of a corporation, known to me to be the person whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the _____ day of _____, AD. 20_____

Notary Public in and for
_____ County Texas

THE STATE OF TEXAS

COUNTY OF

Before me, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the _____ day of _____, AD. 20_____

Notary Public in and for
_____ County, Texas

EXHIBIT "A"

NOT AVAILABLE

EXHIBIT "B"

DECLARATION OF LEASE TERM

In accordance with Article II, Section 2.2 of one certain Lease dated the ____ day of _____, 20____, by and between **JDLV Properties, Ltd.** as Landlord and _____ as Tenant, the following dates hereby reflect the date of commencement and expiration respectively:

Commencement: _____ day of _____, **20**__.

Expiration: ____ day of _____, **20**__.

Executed this ____ day of _____, 20__.

LANDLORD: **JDLV Properties, Ltd.**

BY: _____
Bibi Castaneda

TENANT: **name**

BY: _____
name

ATTEST OR WITNESS

ATTEST OR WITNESS

**GUARANTY OF LEASE AGREEMENT BY AND BETWEEN
JDLV PROPERTIES, LTD., AS LANDLORD AND
_____, AS TENANT**

_____ ("GUARANTOR") whose address is _____ as material inducement to and in consideration of **JDLV Properties, Ltd.** ("Landlord") entering into a written Lease Agreement (the "Lease") with _____ ("Tenant") dated the same date as this Guaranty, unconditionally guarantees and promises to and for the benefit of Landlord that Tenant shall perform the provisions and covenants of the Lease that Tenant is to perform.

If Guarantor is more than one person, Guarantor's obligations are joint and several and are Independent of Tenant's obligations under the Lease. A separate action may be brought or prosecuted against any Guarantor whether the action is brought or prosecuted against any other Guarantor or Tenant, or all, or whether any other Guarantor or Tenant, or all, are joined in the action.

Guarantor waives the benefit of any statute of limitations affecting Guarantor's liability under this Guaranty.

The provisions of the Lease may be changed by Agreement between Landlord and Tenant at any time, or by course of conduct, without the consent of or without the consent of or without notice to Guarantor. This Guaranty shall guarantee the performance of the Lease as changed. Assignment of the Lease (as permitted by the Lease) shall not affect this Guaranty.

This Guaranty shall not be affected by Landlord's delay or failure to enforce any of its rights under the Lease or this Guaranty.

If Tenant defaults under the Lease, Landlord can proceed immediately against Guarantor or Tenant, or both, or Landlord can enforce against Guarantor, or Tenant, or both any rights that it has under the Lease or pursuant to applicable laws. If the Lease terminates and the Landlord has any rights it can enforce against Tenant after termination, Landlord can enforce those rights against Guarantor without giving previous notice to Tenant or Guarantor, or without making any demand on either or them.

Guarantor waives the right to require Landlord to (1) proceed against Tenant; (2) proceed against or exhaust any security that Landlord holds from Tenant; or (3) pursue any of the remedy in Landlord's power. Guarantor waives any defense by reason of any disability of Tenant, and waives any other defense based on termination of Tenant's liability from any cause. Until all of Tenant's obligations to Landlord under the Lease have been discharged in full, Guarantor has no right of subrogation against Tenant. Guarantor waives its right to participate in any security now or later held by Landlord. Guarantor waives all presentments, demands for performance notices of non-performance, protest, notice of protest, notice of dishonor, and of acceptance of this Guaranty, and waives all notice of existence, creation or incurring of new or additional obligations.

If Landlord disposes of its interest in the Lease, "Landlord", as used in this Guaranty, shall mean Landlord's successor and assigns of the Lease.

If Landlord is required to enforce Guarantor's obligations by legal proceedings, Guarantor shall pay to Landlord all cost and expenses incurred by Landlord in enforcement of this Guaranty Agreement, including, without limitation, reasonable attorney's fees and court costs.

Guarantor's obligations under this Guaranty Agreement shall be binding upon Guarantor, Guarantor's heirs, executors, successors and assigns.

EXECUTED this ____ day of _____, 20__

By: _____
Name