

**SCHEDULE I**  
**LEGAL DESCRIPTION OF THE PROJECT**

**TRACT I (TOWER II SITE)**

Lot 10-E, Block 12, BLUFF PORTION, a subdivision of the City of Corpus Christi, Nueces County, Texas, as shown by a replat recorded at Volume 53, Page 15, Map Records, Nueces County, Texas, together with all rights and easements appurtenant thereto.

**TRACT II (GARAGE TRACT)**

AN UNDIVIDED 608/1178 INTEREST IN AND TO:

(a) Surface Tract

Lot 10-G, Block 12, BLUFF PORTION, a subdivision of the City of Corpus Christi, Nueces County, Texas, as shown by a replat recorded at Volume 53, Page 15, Map Records, Nueces County, Texas.

(b) Aerial Tract

Being that portion of the hereinafter described tract out of Lot 10D, Block 12, Bluff Portion above elevation 57.34 feet mean sea level and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the most westerly west line of said Lot 10-D and the east right-of-way line of Tancagua Street for the southwest corner of this tract, whence the southwest corner of said lots bears S 1° 04' 40" W at 16.0 feet;

THENCE N 1° 04' 40" E along the said most westerly west line of Lot 10-D a distance of 26.15 feet to a point the most southerly northwest corner of said Lot 10-D for the northwest corner of this tract;

THENCE S 89° 16' 35" E along the most southerly north line of Lot 10-D a distance of 100.0 feet to an interior corner of Lot 10-D for the northeast corner of this tract;

THENCE S 1° 04' 40" W a distance of 26.77 feet to a point for the southeast corner of this tract, said point being 16.0 feet, measured at a right angle, from the south line of Lot 10-D;

THENCE N 88° 55' 20" W, 16.0 feet north of and parallel to the south line of Lot 10-D, a distance of 100.0 feet to the Point of Beginning forming a tract embracing 2646.02 square feet (0.0607 acres).

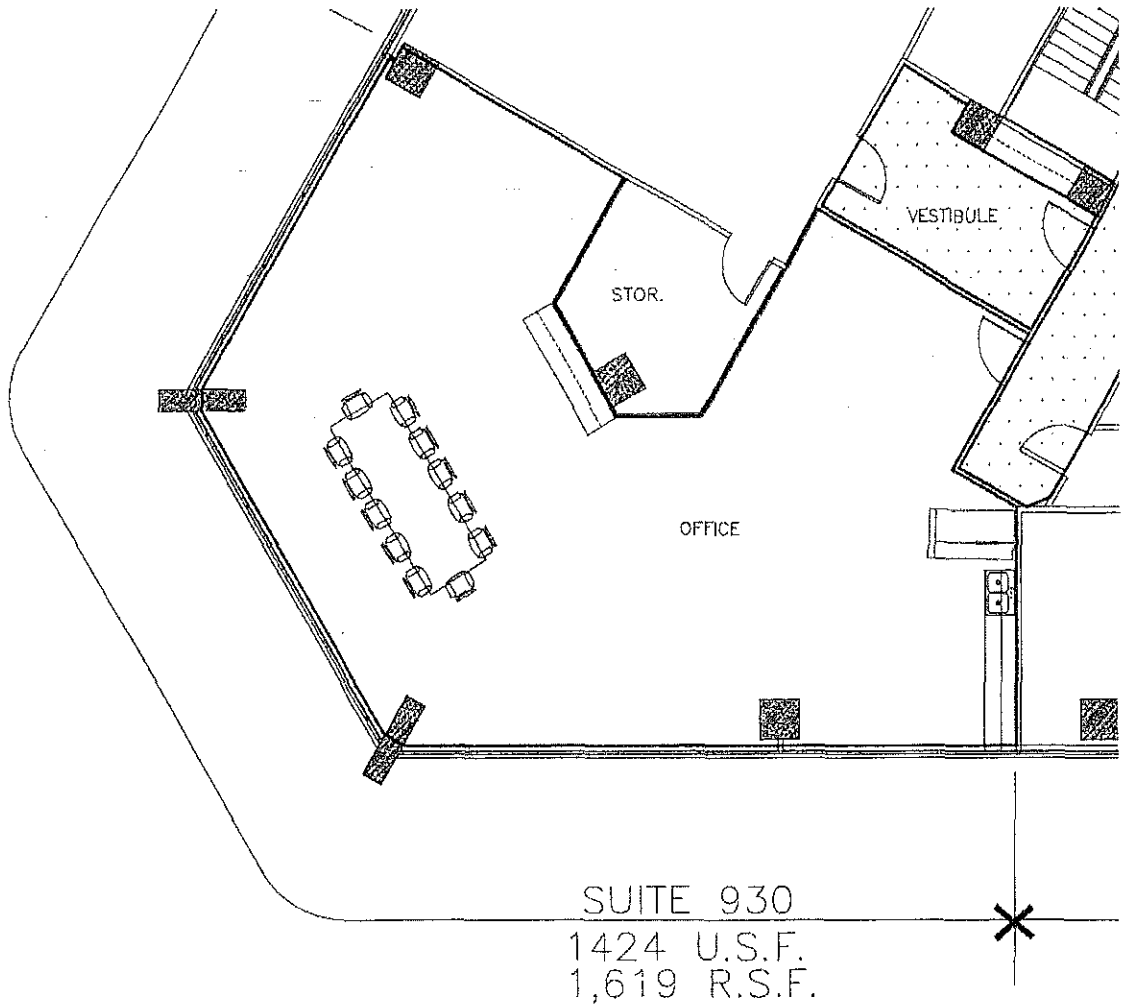
NOTE: The foregoing description is referenced to the map recorded in Volume 46 at Page 125 of the Map Records of Nueces County, Texas.

**TRACT III (RESIDUARY)**

In addition to said Tracts I and II above, any and all right, title and interest of TRST Corpus, Inc. in and to any portion of Block Twelve (12), Bluff Portion, a subdivision of the City of Corpus Christi, Nueces County, Texas.

SCHEDULE 2

FLOOR PLAN OF PREMISES



SUITE 930  
1424 U.S.F.  
1,619 R.S.F.

### SCHEDULE 3

#### **Construction Rider (Landlord Work-Minor Construction)**

This Construction Rider Work Letter Agreement ("Work Letter") is a part of that certain Lease Agreement (the "Lease") between Nueces County as "Tenant", and ERF TOWER II, INC. as "Landlord", relating to the Premises more fully identified in the Lease. Capitalized terms used herein, unless otherwise defined in this Work Letter, shall have the respective meanings ascribed to them in the Lease or the Lease, as applicable. For and in consideration of the agreement to lease the Premises and the mutual covenants contained herein and in the Lease, Landlord and Tenant hereby agree as follows:

1. **Work.** Landlord, using Building standard finishes, shall complete the following improvements to the Premises prior to the Commencement Date (collectively, the "Work"):
  - a. Install new flooring;
  - c. Paint walls; and
  - d. Refinish cabinets.

Tenant shall select the finishes for the Work from a selection of Building standard finishes provided by Landlord no later than 10 days after the Effective Date. If the finishes selected by Tenant are not commercially reasonably available, Tenant shall reselect the finishes. If the Tenant fails to timely select the finishes, Landlord may select them for Tenant.

With the exception of Landlord's completion of the Work, Tenant hereby accepts the Premises in its "As-IS" condition.

2. **Cost of Work:** The cost of the Work shall be paid for by Tenant within 15 days after receipt of a written demand from Landlord. All items of Work shall become the property of Landlord upon expiration or earlier termination of the Lease and shall remain on the Premises at all times during the Term of the Lease.
3. **Representatives.** Landlord hereby appoints and Tenant hereby approves the following person as Landlord's representative to act for Landlord in all matters covered by this Work Letter. Tenant hereby appoints and Landlord hereby approves the following person as Tenant's representative to act for Tenant in all matters covered by this Work Letter:

Landlord Representative

Maggie Iglesias-Turner

Tenant Representative

Porfie Torres

All inquiries, requests, instructions, authorizations and other communications with respect to the matters covered by this Work Letter shall be made to Landlord's Representative or Tenant's Representative as the case may be. Authorization made by Tenant's Representative shall be binding and Tenant shall be responsible for all cost authorized by Tenant's Representative. Either party may change its representative under this Work Letter at any time by written notice to the other party.

4. **Lease Provisions.** The terms and provisions of the Lease, insofar as they are applicable to this Work Letter, are hereby incorporated herein by reference. All amounts payable by Tenant to Landlord hereunder

shall be deemed to be additional Rent under the Lease and, upon any default in the payment of same, Landlord shall have all of the rights and remedies provided for in the Lease.

5. **Workstations**. Notwithstanding anything that may appear to the contrary in any plans related to the Work, Tenant shall be responsible, at Tenant's sole cost, for purchasing, installing and maintaining all workstations, furniture, fixtures, office equipment, telephone, data, and other IT equipment, and any related IT infrastructure including wiring or cabling (collectively, "Workstation Equipment"). The Workstation Equipment shall not be deemed to be part of the Work.

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## SCHEDULE 5

### TOWER II

#### RULES AND REGULATIONS

The following Rules and Regulations are provided in accordance with Paragraph 6.3 of the Lease:

1. Control of Common Areas.

The sidewalks, Building entrances, passages, courts, elevators, vestibules, stairways, corridors or halls shall not be obstructed or used for any purpose other than ingress or egress. The halls, passages, entrances, elevators, stairways, balconies and roof are not for the use of the general public and Landlord shall in all cases retain the right to control or prevent access thereto by all persons whose presence in the judgment of Landlord shall be prejudicial to the safety, character, reputation or interest of the Project and its tenants, provided that nothing herein contained shall be construed to prevent such access by persons with whom Tenant normally deals in the ordinary course of business unless such persons are engaged in illegal activities. Tenant shall not enter the mechanical rooms, air handler rooms, electrical closets, janitorial closets, or go upon the roof of the Building without the prior written consent of Landlord. All parking facilities, pedestrian walkways, Building plaza and other public areas forming a part of the Project, if any, shall be under the sole and absolute control of Landlord, who shall have the exclusive right to regulate and control these areas.

2. Access.

On Saturdays after 1:00 p.m., Sundays and legal holidays, and on Monday through Friday between the hours of 6:30 p.m. and 6:30 a.m. the following day, access to the Building may be refused unless the person seeking access is known to the person or employee of the Building in charge and has a pass or is properly identified. Tenant shall provide Landlord with a list of all people authorized entrance into the Building after hours. Landlord shall furnish passes to persons for whom any tenant requests the same in writing. Each Tenant shall be responsible for all persons for whom he requests passes. Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building or Project of any person. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building during the continuance of the same by closing the doors or otherwise, for the safety of Tenant and protection of property in the Building and the Building itself. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building. Tenant shall comply with all other reasonable security procedures established by Landlord. Landlord shall not be responsible for any lost or stolen personal property, equipment, money or jewelry from any area of the Project or any public areas regardless of whether such loss occurs when the area is locked against entry or not.

3. Air Conditioning and Heating.

Air conditioning and/or heating shall be furnished for office tenants from 6:30 a.m. to 6:30 p.m. on Mondays through Fridays and from 6:30 a.m. to 1:00 p.m. on Saturdays, excluding legal

holidays. After hours air-conditioning /heating (6:30 p.m. - 6:30 a.m., Monday through Friday; 1:00 P.M. - 12:00 midnight, Saturday; and 24 hours a day, Sunday and holidays), must be requested in writing by noon of a regular work day prior to the day for which additional air conditioning is requested. An hourly charge established by Landlord from time to time will be applicable for all after hours air conditioning/heating.

4. Exterior Appearance.

No awning or other projections shall be attached to the outside walls of the Building and no window shades, blinds, drapes or other window coverings shall be hung in the Leased Premises without the prior written consent of Landlord. Except as otherwise specifically approved by Landlord, all electrical ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent, of a quality, type, number, design and bulb color approved by Landlord.

5. Signage.

No sign, picture, advertisement or notice shall be inscribed, exhibited, painted or affixed by any tenant on any part of, or so as to be seen from the outside of, the Leased Premises or the Building without the prior written consent of Landlord. No obstructions or advertising devices of any kind whatsoever shall be placed in front of or in passageways, hallways, lobbies or corridors of the Building by Tenant. In the event of a violation of the foregoing by any tenant, Landlord may remove the same without any liability, and may charge the expense incurred therein to such tenant. Interior signs on doors within the Building, reserved parking signs and directory tablets shall be inscribed, painted or affixed for each tenant by Landlord at the expense of such tenant, and shall be of a size, color and style acceptable to Landlord.

6. Directories.

The directories of the Building will be provided exclusively for the display of the names and location of tenants only and Landlord reserves the right to exclude any other names therefrom. Landlord may reasonably limit the amount of space utilized by any one tenant at Landlord's discretion. Landlord may charge for any change or each additional listing in the sole judgment of Landlord. A building standard sign will be installed by Landlord on or adjacent to Tenant's entrance door at Tenant's expense. No other signs shall be permitted.

7. Control of Name.

Without the written consent of Landlord, Tenant shall not use the name of the Building or Project in connection with or in promoting or advertising the business of Tenant, except in connection with providing the business address at which Tenant's business may be found. No Tenant shall engage in advertising which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as an office-commercial building.

8. Canvassing.

Canvassing, soliciting and peddling by tenants or outsiders is prohibited in the Building, and each tenant shall cooperate to prevent same.

9. Use Restriction.

The Leased Premises shall not be used for manufacturing in any case, nor for the storage of

merchandise except as such storage may be incidental to the use of the Leased Premises, respectively: (1) for general office purposes in the case of tenants occupying space in the office portions of the Building; or (b) for retail-commercial purposes, in accordance with the specific terms of each particular tenant's Lease, in the case of tenants occupying space in the rental-commercial area of the Building. Except as may be specifically permitted in a tenant's Lease or in the Special Rules and Regulations attached to such lease, no tenant shall occupy or permit any portion of Leased Premises to be occupied as an office for a public stenographer or typist, or for the manufacture or direct sale of liquor, narcotics, or tobacco in any form, or as a medical office, or as a barber shop, hair salon, manicure shop or employment agency. No tenant shall engage or pay any employees on the Leased Premises except those actually working for such tenant on the Leased Premises nor advertise for laborers giving an address at the Leased Premises. The Leased Premises shall not be used for lodging or sleeping or for any immoral or illegal purposes.

10. Restricted Activities.

Without the prior written consent of Landlord and then only as Landlord may direct, Tenant shall not:

- (a) Mark, paint, drill into or in any way deface any part of the Leased Premises or the Building.
- (b) Bore, string or cut wires or lay linoleum or other similar floor coverings.
- (c) Bring birds, animals, bicycles, or vehicles into the Leased Premises or keep same in or about the Building.
- (d) Prepare or cook any food on the Leased Premises, except coffee, tea, hot chocolate and similar items for Tenant and its employees and business visitors.
- (e) Allow unusual or objectionable odors to escape from the Leased Premises.
- (f) Install air-conditioning unit, engine, boiler, machinery or similar apparatus.
- (g) Operate any hand truck in spaces or in the public halls of the Building except those equipped with rubber tires and side guards.
- (h) Bring firearms or explosives into the Building.
- (i) Install, maintain or operate vending machines of any description in the Leased Premises.

11. Prohibited Activities.

Tenant shall not:

- (a) Make or permit to be made any unseemly or disturbing noises, sounds or vibrations, or otherwise disturb or interfere with occupants of this or neighboring buildings or premises or those having business with them whether by the use of any musical instrument, radio, phonograph, unusual noise, or in any other way.
- (b) Use toilets, wash basins and other plumbing fixtures for any purpose other than

those for which they were constructed, and no sweeping, rubbish, rags or other substances shall be thrown therein. All damage resulting from any misuse of such fixtures shall be borne by the Tenant or Tenant's Employees.

(c) Throw anything out of doors, windows, or down the public corridors, stairwells or other areas of the Building, nor shall Tenant place or allow to be placed any object on ledges or patios of the Building.

(d) Bring or keep in the Leased Premises any inflammable, combustible or explosive fluid, chemical or substance nor do or permit anything to be done in the Leased Premises, or being or keep anything therein which shall in any way increase the rate of fire insurance on the Building or on the property kept therein, or obstruct or interfere with the rights of other tenants or in any way injure or annoy them, or conflict with the regulations of the Fire Department or the fire laws, or with any insurance policy upon the Building or any part thereof, or with any rules and ordinances established by the Board of Health or other governmental authority. All Christmas and other temporary or special decorations must be flame retardant and removed within seven (7) days following the event or holiday for which they were erected.

(e) Leave water or water apparatus on. Tenant shall insure that all valves and water systems are entirely shut off before Tenant or Tenant's Employees leave the Building. Tenant shall observe strict care and caution to insure that electricity, gas or heating and air conditioning (where controlled by Tenant) shall likewise be carefully shut off, so as to prevent waste or damage. Tenant shall make good all injuries sustained by other tenants or occupants of the Building or sustained by Landlord as a result of Tenant's default or carelessness. Tenant shall not overload the floors or the elevators or in any way violate the physical integrity of the Building. Landlord shall have the right to prescribe the location of heavy objects and, if considered necessary, means to distribute the weight thereof (to no more than 50 pounds per square foot).

(f) Tamper with or attempt to adjust temperature control thermostats in the Leased Premises. Landlord shall adjust thermostats as required to maintain the Building standard temperature. Landlord requests that all window blinds remain down and tilted at a 45 degree angle toward the street to help maintain comfortable room temperatures and conserve energy.

## 12. Locks, Bolts & Combination.

No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any tenant, nor shall any tenant make any change in existing locks or the mechanism thereof; nor shall Tenant construct any mailbox within Tenant's door. Each tenant must, upon the termination of its tenancy, give Landlord the combination to all combination locks on safes, safe cabinets and vaults and restore to Landlord all keys of stores, offices and toilet rooms, either furnished to, or otherwise procured by such tenant.

Landlord may permit entrance to Tenant's offices by use of passkeys controlled by Landlord's agents, employees, contractors, or service personnel supervised or employed by Landlord. All keys shall be surrendered to Landlord upon termination of tenancy.

All doors opening onto public corridors shall be kept closed, and during non-business hours, locked, except when in use for ingress or egress.



13. Office Equipment.

All office equipment and any other device of any electrical or mechanical nature shall be placed by Tenant in the Leased Premises in settings approved by Landlord to absorb or prevent any vibration, noise or annoyance. Landlord will direct electricians as to where and how telephone and telegraph wires are to be introduced. No boring or cutting for wires or stringing of wires will be allowed without the prior written consent of Landlord, and then only as Landlord may direct. The location of telephones, call boxes and other office equipment affixed to the Leased Premises shall be subject to the approval of Landlord. All requests for services by Tenant shall be made to Landlord's property manager only. No employee of Landlord, unless authorized, shall perform any work or service for any tenant or admit any person into any locked portion of the Building except under the specific instructions of Landlord's property manager.

14. Control of Contractor.

Any work to be done in order to repair or maintain the Leased Premises, or to alter, improve, or add to Tenant's space shall be done by employees or contractors employed or approved by Landlord. No person or contractor not approved by Landlord shall be used to perform window washing, cleaning, decorating, repair or any other work in the Leased Premises without the prior written consent of Landlord.

Tenant shall not permit any contractor or other person making any alterations, additions or installations within the Leased Premises, to use the hallways, lobby or corridors as storage or work areas, without the prior written consent of Landlord and Tenant shall be liable for and pay the expense of any additional cleaning costs resulting from the transportation or storage of materials and/or work performed within the Building. Any additional services not required by the Lease to be performed by Landlord which Tenant requests Landlord to perform and which are performed by Landlord shall be billed at Landlord's cost plus fifteen percent (15%).

15. Draperies.

Draperies, if permitted, and wall coverings must be treated with fire retardant and may be installed by Tenant only with the prior written consent of Landlord. Cleaning of all draperies shall be the responsibility of Tenant and shall be done as reasonably required.

16. Change of Name and Address.

Landlord shall have the right, exercisable without liability to Tenant, to change the name and the street address of the Building and/or Project, or any portion thereof.

17. Trash Removal.

Each tenant shall store all such Tenant's trash within the interior of the Leased Premises until removal of the same. No material shall be placed in trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the City of Corpus Christi without being in violation of any law, ordinance, or regulation governing such disposal. The Leased Premises shall at all times be kept in a clean and sanitary condition.

The work of the janitor or cleaning personnel shall not be hindered by Tenant after 5:30 p.m., and such work may be done at any time when the offices are vacant. The windows, doors, and fixtures may be cleaned at any time. Tenant shall provide adequate waste and rubbish receptacles, cabinets, bookcases, map cases, etc. necessary to prevent unreasonable hardship to Landlord in discharging its obligation regarding cleaning services.

Tenant, or the employees, agents, servants, visitors, or licensees of Tenant shall not, at any time or place, leave or discard any rubbish, paper, articles, or objects of any kind whatsoever outside the doors of the Leased Premises, or in the corridors or passageways of any portion of the Project.

18. Compliance with Professional Standards.

Any tenant who shall be engaged in any trade, occupation or profession which is regulated by the city, county, state or federal government or which is self-policing, shall at all times during the term of its Lease or any extension hereof, be and remain in good standing with such regulatory or self-policing body, and in the event such tenant shall be disciplined pursuant to final disciplinary action from which there is no further appeal, at Landlord's sole discretion, Landlord may terminate such tenant's Lease forthwith.

19. Moving of Heavy Objects.

- (a) Movement in or out of the Building of fixtures or office equipment, or dispatch or receipt by Tenant of any merchandise or materials which requires movement through the Building entrance or lobby, shall be restricted to the hours designated by Landlord and in a manner to be approved by Landlord. Such approval by Landlord shall include its determination, decision, and control of the time, method, and routing of equipment and furniture, together with any limitations imposed by safety or other concerns which may prohibit any article, equipment, or any other item from being brought into the Building. Any hand trucks, carryalls, or similar appliance used for the delivery or receipt of merchandise or equipment shall be equipped with rubber tires, side guards, and such other safeguards as Landlord shall require. Tenant expressly assumes all risk of damage to the Project and to any and all articles so moved, as well as injury to any person or persons or the public engaged or not engaged in such movement. Landlord shall not be liable for the act or acts of any person or persons so engaged or for any damage or loss to any property of persons resulting directly or indirectly from any act in connection with service performed by or for Tenant.
- (b) All removal, or the carrying in or out of any safes, freight, furniture, or bulky matter of any description must take place at the time and in the manner which Landlord may determine from time to time. The moving of safes or other fixtures or bulky matter of any kind must be made upon previous notice to the manager of the Building and under his supervision, and the persons employed by a tenant for such work must be acceptable to Landlord. Landlord reserves the right to inspect all safes, freight or other bulky articles to be brought into the Building and to exclude from the Building all safes, freight or other bulky articles which violate any of these rules and regulations or the Lease of which these rules and regulations are a part. Landlord reserves the right to prohibit or impose conditions upon the installation in the Leased Premises of heavy objects which

might overload the Building floors.

20. Authorized Vendors.

No Tenant shall purchase or otherwise obtain for use in the Leased Premises water, ice, towel, vending machine, barbering, boot blacking, or other like service, or purchase or otherwise obtain janitorial, maintenance or other like services, except from persons authorized by Landlord, and at hours and under regulations fixed by Landlord.

21. Routine Deliveries.

All routine deliveries to the Leased Premises during 8:00 a.m. to 5:00 p.m. weekdays shall be made only through elevators designated by Landlord. Passenger elevators are to be used only for the movement of persons, unless an exception is approved by the Building management office.

22. Moving In/Out.

All moving of furniture, fixtures and other personal property in and out of the Building must be done through the Building loading area and only via designated elevators. Tenant and his moving company should investigate loading area conditions prior to the scheduled move. The designated elevator must be reserved at least 24 hours prior to the contemplated move-in date. Reservations must be made with the Building manager. Any furniture or equipment removed from the Building after hours must be listed in the security officer's building register. Description and serial numbers must be included on the stationery (letterhead) of Tenant.

23. Showing Premises.

Landlord may show the Leased Premises to prospective new tenants for a period of one hundred twenty (120) days prior to the expiration of the Lease; provided, however, that during the term of normal occupancy Landlord shall have access to the Leased Premises as provided elsewhere in the Lease.

24. Parking Garage.

The height clearance of the Parking Garage is six feet six inches (6' 6"). Vehicles which cannot safely clear the height clearance signs will not be allowed entry into the Parking Garage.

25. Accidents.

Tenant shall give immediate notice to the Building manager in case of accidents in the Leased Premises or any portion of the Project or of defects therein or in any fixtures or equipment, or of any other type of emergency on or about the Project.

26. Emergency Procedures.

Tenant shall fully cooperate and participate in all evacuation, fire safety, and related emergency or security procedures established from time to time by Landlord.

27. Landlord's Employees.

Any requirements of Tenant will be attended to only upon application at the office of the Building manager. Employees of the Project shall not perform any work or do anything outside of their regular duties,

unless under special instruction from the office of the Building manager.

28. Rules and Regulations.

These rules and regulations have been adopted for the purpose of insuring order and safety in the Project and to maintain the rights of Tenant and Landlord.

Landlord has the right to modify or rescind any of these rules and regulations and to make such other and further rules and regulations as in its reasonable judgment shall, from time to time, be required for the safety, protection, care and cleanliness of the Project, including the Leased Premises, the Building and the attached garage, the operation thereof, the preservation of good order therein and the protection and comfort of the tenants and their agents, employees and invitees. Such rules and regulations, when made a written notice thereof is given to a tenant, shall be binding upon it in like manner as if originally herein prescribed.

Tenant shall be liable for injury or damage caused by the infraction of any of the above rules. Landlord will repair such damage and shall charge the resulting cost to Tenant. Such cost shall be payable immediately and, if unpaid, may be treated as due and unpaid rent under the terms of the Lease.

**SCHEDULE 6  
TENANT ACCEPTANCE LETTER**

This declaration is hereby attached to and made part of the Lease dated \_\_\_\_\_ entered into by and between ERF TOWER II, INC. as Landlord and \_\_\_\_\_ as Tenant. Tenant, hereby confirms as of \_\_\_\_\_, 20\_\_ the following:

1. Tenant has accepted possession of the Premises on \_\_\_\_\_, 20\_\_ and is currently able to occupy the same.
2. The Commencement Date as defined in the Lease is \_\_\_\_\_, 20\_\_.
3. The Expiration Date of the Lease is \_\_\_\_\_, 20\_\_.
4. All alterations and improvements required to be performed by Landlord pursuant to the terms of the Lease to prepare the entire Premises for Tenant's initial occupancy have been satisfactorily completed, except for the following: \_\_\_\_\_
5. As of the date hereof, Landlord has fulfilled all of its obligations under the Lease.
6. The Lease is in full force and effect and has not been modified, altered, or amended, except pursuant to any instruments described above, if any.
7. There are no offsets or credits against Base Rent or additional Rent, nor has any Base Rent or additional Rent been prepaid except as provided pursuant to the terms of the Lease.
8. Tenant has no notice of any prior assignment, hypothecation, or pledge of the Lease or any Rents due under the Lease.

**LANDLORED:**  
ERF TOWER II, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TENANT:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SCHEDULE 7

ADDENDUM

Non-Appropriation. Tenant covenants and represents to Landlord that (a) Tenant will to the extent permitted by State law include in its budget for each successive fiscal year during the term of this Lease a sufficient amount to permit Tenant to discharge all of its obligations hereunder, (b) Tenant has budgeted and has available for the current fiscal year sufficient funds to comply with its obligations under this Lease and (c) there are no circumstances presently affecting Tenant that could reasonably be expected to adversely affect its ability to budget funds for the payment of sums due hereunder. Notwithstanding any provision of this Lease to the contrary, Landlord and Tenant agree that in the event that prior to the commencement of any of Tenant's fiscal years Tenant does not have sufficient funds appropriated to make the Payments due hereunder for said fiscal year, Tenant shall have the option of terminating this Lease as of the date of the commencement of such fiscal year by giving Landlord sixty (60) days prior written notice of its intent to cancel this Lease and there shall be no penalty or expense to Tenant as a result of such termination.

## SCHEDULE 9

### TOWER II

#### PARKING AGREEMENT

So long as the Lease of which this Agreement is a part shall remain in effect, Tenant or persons designated by Tenant shall have the right to rent parking spaces in the Parking Garage as provided in **Paragraph 1 (Basic Lease Provisions)** of this Lease.

Tenant shall pay as rent for each parking space at the same times and in the same manner as Base Rent is due under the Lease, the rate for such parking spaces actually used by Tenant or its employees each month at the rates designated in **Paragraph 1** of this Lease.

Lost or additional access cards will be replaced at Tenant's expense at the then standard charge set by Landlord from time to time.

Tenant may validate visitor parking, by such method or methods as Landlord or the Parking Garage operator may approve, at the validation rate from time to time generally applicable to visitor parking, which amount shall thereafter be payable by Tenant to Landlord on demand. Landlord expressly reserves the right to re-designate parking areas and the location of reserved parking spaces, and to modify the Parking Garage for other uses or to any extent.

A condition of any parking shall be compliance by the parker with Parking Garage Rules and Regulations, including any sticker or other identification system established by Landlord. The initial Parking Garage Rules and Regulations in effect until notice is given to Tenant of any change are set out in this Exhibit. Landlord reserves the right to modify and/or adopt such other reasonable and nondiscriminatory rules and regulations for the Parking Garage as it deems necessary for the operation of the Parking Garage. Landlord may refuse to permit any person who violates the rules to park in the Parking Garage, and any violation of the rules shall subject the car to removal.

## GARAGE RULES AND REGULATIONS

1. Cars must be parked entirely within the stall lines painted on the floor.
2. All directional signs and arrows must be observed.
3. The speed limit shall be 5 miles per hour.
4. Parking is prohibited
  - (a) in handicap areas without Landlord's permission.
  - (b) in areas not striped for parking.
  - (c) in aisles.
  - (d) where "no parking" signs are posted.
  - (e) on ramps.
  - (f) in cross hatched areas.
  - (g) in visitor parking space(s).
  - (h) in reserved spaces not assigned to designated tenant by Landlord.
  - (i) for vehicles blocking other vehicles path
  - (g) in such other areas as may be designed by Landlord or Landlord's agent(s).
5. Parking stickers or any other device or form of identification supplied by Landlord shall remain the property of Landlord and shall not be transferable. There will be a replacement charge payable by Tenant equal to the amount posted from time to time by Landlord for loss of any parking card or parking sticker.
6. Parking Garage managers or attendants are not authorized to make or allow any exceptions to these Rules and Regulations.
7. Every parker is required to park and lock his own car. All responsibility for damage to cars or injury to persons is assumed by the parker. Tenant shall notify each of its employees of all Rules and Regulations and is responsible that all employees abide thereby.



8. No intermediate or full-size cars shall be parked in parking spaces limited to compact cars, nor shall any vehicles be brought into the Parking Garage which exceeds the height clearance established therefor. The height clearance of the Garage is six feet six inches (6'6").
9. Overnight parking in the Parking Garage in any parking spaces, including reserved parking spaces, is not permitted except for occasional temporary overnight parking, which can not exceed two (2) consecutive nights.

Failure to promptly pay the rent required hereunder or persistent failure on the part of Tenant or Tenant's designated parkers to observe the rules and regulations above shall constitute a default under the Lease and may be treated as such by Landlord at Landlord's sole election. Such failure shall also give Landlord the right to terminate Tenant's right to use the Parking Garage.

Landlord may also refuse to permit any person who violates these rules and regulations to park in the Parking Garage and any violation of these rules and regulations shall subject the applicable vehicle to removal or demobilization. In the event of removal, the owner of the vehicle shall be responsible for payment of any towing and off site storage expense, and in the event of demobilization, the owner of the vehicle shall be liable for payment of any posted fee per occurrence in order to obtain removal of the demobilization device. No such termination of Tenant's or any person's right to use the Parking Garage shall create any liability on the part of the Landlord, be deemed to be a breach of the Lease by Landlord, or be deemed to interfere with Tenant's right to quiet possession of the Leased Premises.

Landlord shall not be liable nor be responsible for any loss or damage to any motor vehicle or property therein nor for the injuries (fatal or otherwise) to persons occurring within the Parking Garage or approaches thereto or exits therefrom or for any damage to a vehicle which occurs during removal, demobilization or off site storage.

In the event Tenant's Base Rent becomes delinquent over ten (10) days, Landlord reserves the right to cancel the allocated parking privileges within the Parking Garage without notice and demand return of all allocated parking cards.

Landlord has the right to assess fees for violations to the garage rules and regulations. The owner of the vehicle shall be liable for the payment of any fees per occurrence. Landlord has the right to terminate Tenant's use of the Parking Garage after 3 violations.