AVVENTURA PROPERTIES, LLC

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October 9, 2009

Mr. Bill Burke
Building Projects Manager
4600 Community Ave.
McKinney, TX 75071

Ref; Proposal for Collin County Constables Courthouse Lease Renewal

Dear Bill:

On behalf of **Avventura Properties, LLC,** please accept this proposal for Collin County to extend/renew its lease currently in effect through May 31, 2010, at 8585 John Wesley, Frisco, TX under the following terms and conditions:

Tenant:	Collin County
Building:	8585 John Wesley, Frisco, TX
Initial Space:	Approximately 8,214 SF
Renewal Commencement:	June 1, 2010
Initial Term:	36 months
Base Rental:	$19.00 per square foot - $13,005 per month
Suite Condition:	Tenant will agree to take the space "as is" with no additional improvements provided by the Landlord.

All other terms of the lease shall remain in full force and effect throughout the lease term, which if accepted, would expire on May 31, 2013.

The rental rate for this renewal appears to be in line with the current Frisco real estate market for a similar class of building space. If your needs have changed in any way for this important location of the Courthouse, please advise at your earliest convenience. We always welcome a dialogue to insure that we are satisfying our tenant's real estate needs.

This proposal is not binding on either party until a Lease Amendment is executed by both parties. The terms and conditions offered in this proposal will remain in effect until 5:00 p.m. on November 13,2009, after which time they are subject to change at the Landlord's sole discretion.

If acceptable, please execute the appropriate signatures and return a copy of the enclosed Amendment(s) for our records.

Sincerely,

Nelson Hewitt
Principal
972-896-7682

Avventura Properties, LLC

8992 PRESTON ROAD SUITE 110 -227 FRISCO, TX 75034
PHONE; 972-896-7682 FAX 972-562-9793

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made and entered into to be effective as of June 1, 2010 (the "Effective Date"), by and between **Avventura Properties LLC**, a Texas limited liability company ("Landlord"), and **Collin County** ("Tenant").

RECITALS

A. North Frisco, Ltd. ("Previous Landlord") and Collin County entered into a certain Lease dated December 20, 1999 (the "Lease") as amended in a letter agreement dated December 8, 2004, which extended the Primary Term to August 31, 2006, and thereafter amended in a letter agreement between the Landlord and the tenant dated March 16, 2006, which extended the Primary Term to May 31, 2007. The Lease pertained to certain Demised Premises designated as approximately 8,214 square feet of space situated at 8585 John Wesley Dr. in Frisco, Texas.

B. Tenant and Landlord now desire to modify and amend the Lease, as set forth in this Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

AGREEMENT

1. Defined Terms. Terms used in this Amendment with initial capital letters that are not otherwise defined herein shall have the same meaning attributed to those terms in the Lease.

2. Extension of Term.

   a. The parties agree that the Lease is hereby amended to delete Addendum A and Addendum B from the Lease.

   b. Landlord and Tenant agree that the existing Primary Term under the Lease, which is presently scheduled to expire on May 31, 2010, shall be extended to May 31, 2013 (the "Renewal Term"). Such extension shall be on the same terms and conditions set forth in the Lease, as the same is amended by this Amendment.

c. Tenant's obligation under this agreement shall be expressly subject to appropriations being budgeted annually, and made available by Tenant's governing board in amounts sufficient to pay the Base Rent and other fees due hereunder. In the event of non-appropriation, Tenant may exercise its right to terminate this Amendment as outlined in paragraph 2d below.

d. Tenant may terminate this Amendment under the conditions stated above, by providing Landlord a 30 day written notice of its intent to do so. ("Notification Period") After the expiration of the Notification Period, the Tenant's occupancy of the Demised Property shall be in accordance with Section 2.03, Article Two: Lease and Lease Term of the existing Lease.

e. At the end of the Notification Period and upon the vacancy of the Tenant, the Tenant shall immediately remit a fee equal to six (6) months of Base Rent, which is $78,030.("Termination Fee")

3. Base Rent. From the Effective Date of this Amendment through and including May 31, 2013, the Base Rent for the Demised Premises will be amended as follows:

Period	Monthly Base Rental
June 1, 2010 through May 31, 2013 (based on $19 per square foot per annum)	$13,005 per month

4. "AS IS" Condition of Demised Premises. Tenant acknowledges and agrees that (a) Landlord has not undertaken to perform any modification, alteration or improvement to the Demised Premises; and (b) from and after the Effective Date hereof, Tenant shall continue in possession of the current Demised Premises in their "**AS IS, WHERE IS**" condition as of the Effective Date (subject, however, to Tenant's continuing obligation to perform its covenants under the Lease pertaining to the condition of the Premises, including without limitation Tenant's repair and maintenance obligations under Article 7 of the Lease).

5. Certifications by Tenant. As additional consideration for this Amendment, Tenant hereby certifies to Landlord, as of the Effective Date, that:

a. The Lease is in full force and effect.

b. There are no uncured defaults on the part of Landlord or Tenant under the Lease.

c. There are no existing offsets or defenses which Tenant has against the enforcement of the Lease by Landlord.

d. The Lease, as amended by this Amendment, is binding upon and enforceable against Tenant.

6. Miscellaneous. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Amendment may be executed in a number of identical counterparts, and a telecopy or facsimile transmission shall be binding on the party or parties whose signatures appear thereon; if so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one amendment, but in making proof of this Amendment, it shall not be necessary to produce or account for more than one such counterpart. No provision of this Amendment that is held to be inoperative, unenforceable or invalid shall affect the remaining provisions, and to this end all provisions hereof are hereby declared to be severable. Time is of the essence of this Amendment. This Amendment shall be governed by the laws of the State of Texas.

7. Authority. Each party hereto represents that they have full authority, corporate or otherwise, to execute this Amendment and to bind the entity for which they are signing.

8. No Other Modification. Except as modified by this Amendment or otherwise inconsistent with this Amendment, the Lease remains in full force and effect, and the Lease, as so modified, is hereby adopted, confirmed and ratified by the parties hereto.

9. Submission. Submission of this Amendment by Landlord or Landlord's agent, or their respective agents or representatives, to Tenant for examination and/or execution shall not in any manner bind Landlord and no obligations on Landlord shall arise under this Amendment unless and until this Amendment is fully signed and delivered by Landlord and Tenant; provided, however, the execution and delivery by Tenant of this Amendment to Landlord or Landlord's agent, or their respective agents or representatives, shall constitute an irrevocable offer by Tenant on the terms and conditions herein contained, which offer may not be revoked for five (5) days after such delivery.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the Effective Date.

LANDLORD:

Avventura Properties LLC

By: _____
Nelson Hewitt
Principal
Date: 10/9/2009

TENANT:

Collin County

By: _____

Print Name: _____

Title: _____

Date: _____