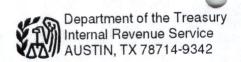


Application for Junkyards, Automotive Wrecking And Salvage Yards

IN ACCORDANCE WITH COURT ORDER NO. 92-208-02-24

NAME OF BUSINESS:	Dallas	GH EX	PORT		
LEGAL DESCRIPTION:	38		2		121-2.
LEGAL DEGOKII TION.	LOT NO).	BLOCK		ABSTRACT
PHYSICAL ADDRESS:	10999	Hw 78	Lavon	, Co	
SIZE OF OPERATION:	2,508/	Tax	1.	726	
UZE OF OF ERATION.	JNDER ROOF	SQ. FT.	TOTA	L ACRES	
OWNER: Nieves	MARQUEZ				-293-0441
ADDRESS: 2029 STREET	S. GAR	AND AV	e GARIAT	no Ti	x 75041
STREET		CITY	STAT	E	ZIP
OPERATOR: MAIK	ER GON	ZALEZ			
ADDRESS: 3816 STREET	oummersi	ille In	Keller	TX 76	6244
STREET		CITY	STAT	E	ZIP
OPERATION COMMEN			_		
PRIMARY SALES OF: _	X_AUTON	NOTIVE PART	s	FARM N	MACHINERY
		ОТНЕ			
UTILITIES: Farmers &	Electric Coo	perative	Lavon WATE	ater S ER CO.	uply Coip.
SEWER SERVICE:	PRIVATE OR	PUBLIC	Y OF COLLIN C	OUNTY SI	EPTIC PERMIT)

SIGNATURE OF OWNER DATE 11-16-09 DATE DATE DATE
CHECKLIST
COPY OF STATE SALES TAX FORM ATTACHED:YESNO
PHOTOS PROVIDED (8 x 10)(ALL SIDES):YESNO
COPY OF DEED OF PROPERTY/CONTRACT OF SALE:YESX
COPY OF LEASE AGREEMENT:YESNO
RECORDED PLAT:YESNO
SCALED DRAWING (BUSINESS PROPTERY & 300' PERIMETER)YESNO
(NOTE: THIS IN ADDITION TO ANY REQUIREMENTS SET FORTH BY THIS OFFICE REGARDING COMMERCIAL BUILDING APPLICATION AND
PERMIT FEE: \$25.00 FOR ONE YEAR LICENSE FROM DATE OF APPLICATION
Application ONIY X APPROVED DATE FORWARDED TO COMMISSIONERS COURT: / /
REJECTED REASON REJECTED:
COLUNI COUNTY FIRE MARSHAL DATE



002796.450578.0007.001 1 MB 0.360 405

MAIKER A GONZALEZ 3816 SUMMERVILLE LN KELLER, TX 76248 Date of this notice: 12/05/2007 Number of this notice: CP565

Form: W-7

Case Reference Number:

20294319361037

DOB

01/07/1978

For assistance call us at: (215) 516-4846 For international callers: (215) 516-4846 This is not a toll-free number

Or you may write to us at: Internal Revenue Service PO Box 149342 AUSTIN, TX 78714-9342



002796

WE ASSIGNED YOU AN IRS INDIVIDUAL TAXPAYER IDENTIFICATION NUMBER (ITIN)

921-82-6669

Thank you for your Form W-7, Application for IRS Individual Taxpayer Identification Number (ITIN). We assigned you the number shown above. Please keep and safeguard this notice. If part of your name and/or address is incorrect, please notify us in writing at the address shown on this page and include a copy of this notice.

The following is true about your assigned ITIN:

- · It is for federal tax purposes only for example, to file a tax return.
- · It is not a social security number (SSN) but an identification number issued by IRS.
- It does not entitle you to social security benefits or the Earned Income Tax Credit (EITC).
- If you do not use your ITIN to file a tax return or other federal purpose, it can be revoked.
- · It does not change your immigration status or make you eligible to work in the United States.

Please use your ITIN when an SSN is requested on any U.S. federal income tax return or other Federal tax purposes. Use your complete name and ITIN on all correspondence with the IRS, including tax returns, tax payments, and refund claims. Using any variation in your name or ITIN may cause processing delays and incorrect information on your account.

If you change your name, please send a copy of this notice along with documentation supporting the name change to the address shown above, or visit your local IRS office, so we can update our records. Examples of acceptable supporting identification documentation include a marriage certificate or court record.

If you become a U.S. citizen, or legal resident alien authorized by the U.S. Citizenship and Immigration Services, you will be eligible to get an SSN. You must then apply for an SSN from the Social Security Administration and start using that number for tax purposes instead of your ITIN. When you receive an SSN, please send a copy of your social security card with a copy of this notice to the address shown above, or visit your local IRS office, so we can update our records.

If you have questions, please call us at the number shown above.

OFFICE OF JOHN F. WARREN COUNTY CLERK, DALLAS COUNTY, TEXAS 509 MAIN STREET, DALLAS, TEXAS 75202

Form No. 424 (Rev. 12-06)

ASSUMED NAME RECORDS CERTIFICATE OF OWNERSHIP FOR UNINCORPORATED BUSINESS OR PROFESSION

NOTICE: "CERTIFICATES OF OWNERSHIP" ARE VALID ONLY FOR A PERIOD NOT TO EXCEED 10 YEARS FROM THE DATE FILED IN THE COUNTY CLERK'S OFFICE (Chapter 36, Sect. 1, Title 4-Business and Commerce Code) (This certificate executed is to be filed immediately with the County Clerk)

DALLAS GM	or type
7511 S.M.	unitype
BUSINESS ADDRESS 3816 SUM	MERSUITE CIO
CITY KELLER	STATE TX ZIP CODE 762
PERIOD (not to exceed 10 years) DURING WHICH ASSUM	ED NAME WILL BE USED:
BUSINESS IS TO BE CONDUCTED AS (Check	
Proprietorship Joint Venture	☐ General Partnership ☐ Limited Partnersh
☐ Real Estate Investment Trust ☐ Joint	Stock Company
CERTIFICATE	OF OWNERSHIP
We, the undersigned, are the owner and address	of the above business and my/our name given is/
true and correct, and there is/are no ownership(s) in sa	of OWNERS
NAME WAR CONSALES SIGNAT	TURE fuful.
NAME WAR CONSALES SIGNAT	TURE fuful.
NAME HAR CONZALES SIGNATE (print or type) ADDRESS 3816 SUMMERS U; () E Residence	TURE HELLEN TX E La Kellen TX (print or type)
NAME PAIR CONZALES SIGNATE (print or type) ADDRESS 3816 SUMMERS U; () E Residence NAME (print or type)	TURE Hellth TX TX TG 2 46 (print or type)
NAME HAR CONZALES SIGNATE (print or type) ADDRESS 3816 SUMMERS U; () E Residence	TURE Kufuf E Welltw.Tx [print or type] TURE
NAME CONTACES SIGNATE (print or type) ADDRESS Residence NAME (print or type) ADDRESS Residence	TURE
NAME CONSALES SIGNATE (print or type) ADDRESS 3816 SUMMERS U; U E Residence NAME	TURE CODE C
NAME CONTACES SIGNATE (print or type) ADDRESS Residence NAME (print or type) ADDRESS Residence Residence ILED AND RECORDED	TURE ZIP CODE (print or type) THE STATE OF TEXAS, COUNTY OF DAL BEFORE ME, THE UNDERSIGNED AUTHORI
NAME CONTACES SIGNATE (print or type) ADDRESS SIGNATE Residence NAME (print or type) ADDRESS Residence Residence ILED AND RECORDED OFFICIAL PUBLIC RECORDS	TURE ZIP CODE (print or type) THE STATE OF TEXAS, COUNTY OF DAL BEFORE ME, THE UNDERSIGNED AUTHORI on this day personally appeared
NAME (print or type) ADDRESS 3816 SUMMERSU : (1) E Residence NAME (print or type) ADDRESS Residence Residence ILED AND RECORDED OFFICIAL PUBLIC RECORDS John F. Warren, County Clerk	TURE ZIP CODE (print or type) THE STATE OF TEXAS, COUNTY OF DAL BEFORE ME, THE UNDERSIGNED AUTHORI
NAME CONTALES SIGNATE (print or type) ADDRESS 3816 SUMMERS UILLE Residence NAME (print or type) ADDRESS Residence Residence ILED AND RECORDED OFFICIAL PUBLIC RECORDS	TURE ZIP CODE 76 2 48 (print or type) THE STATE OF TEXAS, COUNTY OF DAL BEFORE ME, THE UNDERSIGNED AUTHOR on this day personally appeared Maiker Goralez Known to me to be the person he is/ the owner(s) of the above-named business and he signed the same for
NAME (print or type) ADDRESS 3816 SUMMERS UILLE Residence NAME (print or type) ADDRESS Residence ILED AND RECORDED OFFICIAL PUBLIC RECORDS John F. Warren, County Clerk Dallas County TEXAS mber 20, 2007 11:03:49 AM 20070330758	TURE ZIP CODE (print or type) THE STATE OF TEXAS, COUNTY OF DAL BEFORE ME, THE UNDERSIGNED AUTHORI on this day personally appeared Maiker Gorzalez Known to me to be the person he is/ the owner(s) of the above-named business and he signed the same if the purpose and consideration therein expresses

Notary Public in and for Dallas County



TEXAS ALES AND USE TAX PERMIT

This permit is not transferable, and this side must be prominently displayed in your place of business Merchants: A copy of this permit does not replace a resale or exemption certificate. You will be responsible You must obtain a new permit if there is a change of for sales tax unless you have a valid resale exemption certificate on file. ownership, location, or business location name. TAXPAYER NAME, BUSINESS LOCATION NAME, and PHYSICAL LOCATION Type of permit SALES AND USE TAX MAIKER ALEXANDER GONZALEZ Taxpayer number 3-20370-2268-1 DALLAS GM EXPORT 3816 SUMMERSVILLE LN Location number 00001 76248-1755 FORT WORTH First business date 05/12/2008 DESCRIPTION ON NEXT LINE: NAICS CODE: 423990 Other Miscellaneous Durable Goods Merchant Wholesalers WE SHOW THIS BUSINESS IN THE FOLLOWING LOCAL SALES TAX AUTHORITIES: EFF: 05/12/2008 FORT WORTH EFF: 05/12/2008 RANSIT: FORT WORTH MTA SUSAN COMBS EFF: 05/12/2008 WORTH CRIME CONTROL SPD: FORT Comptroller of Public Accounts

YOU MAY NEED TO COLLECT SALES AND OR USE TAX FOR OTHER LOCAL TAXING AUTHORITIES DEPENDING ON YOUR TYPE OF BUSINESS. If you have any questions regarding sales tax, you may contact the Texas State Comptroller's field office in your area or call 1-800-252-5555, toll free, nationwide. The Austin number is 512/463-4600.

DETACH HERE AND PROMINENTLY DISPLAY YOUR PERMIT ONLY

IS THE INFORMATION PRINTED ON THIS PERMIT INCORRECT?

The information printed on your permit must be accurate and current. To make corrections, you may detach and complete ONLY the information in the form below which is incorrect, and mail it to COMPTROLLER OF PUBLIC ACCOUNTS

111 E. 17th Street Austin, TX 78774-0100

MAKING CHANGES TO LOCAL TAXING AUTHORITIES OR BUSINESS DESCRIPTION LISTED ON THIS PERMIT

- You will need to contact us to correct the local taxing authorities for this business location. Contact your city/transit authority/county/special purpose district if you are unsure if your business is located within that taxing jurisdiction. We can assist you in determining your local sales and use tax responsibilities, and the appropriate rate for each local taxing authority. Publication 94-105, "Guidelines for Collecting Local Sales and Use Tax" and Publication 96-132, "Texas Sales and Use Tax Rates" are available on the Comptroller's web site at www.window.state.tx.us/taxinfo/local/.
- Visit us online at www.window.state.tx.us/taxinfo/sales/naics_coding.html if you need to correct the description of your business printed on the front of this permit.

MORE INFORMATION ABOUT YOUR PERMIT

- You must prominently display this permit in your place of business.
- The information on your permit is public information.
- You cannot use this permit or a copy of it as a resale or exemption certificate.
- If the location specified on this permit is closed, return this permit to the Comptroller of Public Accounts and indicate the date of the last business
- Depending on your type of business, you may need to collect sales and/or use tax for other local taxing authorities not listed on this permit.

TEXAS SALES AND USE TAX PERMIT

Taxpayer number shown on the permit 32037022681			Location number shown on the permit				
Correct business location name							
•							
Correct business location (no P.O. E	Correct business location (no P.O. Box or directions accepted)				Change your mailing address and phone number,		
•						e a business address, or	
City	State	ZIF	code		close one or more business locations onlin		
•				https://wv		/accmaint/changeaddress.html	
Correct taxpayer name					Daytime phone (Area code and number)		
•							
Correct mailing address							
•							
City	y State		ZIP code		Federal Employer Identifi	ederal Employer Identification number	
•							
				1-0		THE COAL	
If you are no longer in busines	ss, enter the date of	your last	business transactio	n			
Taxpayer or authorized ag	Termover or authorized agent			Date			
sign here						TEXAS *	

000000195

Form 01-300 (Back) (Rev.1-07/17)

All permits are issued subject to the provisions of the law. This permit may be revoked, suspended, or cancelled for a violation of any provision of any taxing statute administered by the Texas Comptroller of Public Accounts or of any rule adopted by the Comptroller to administer those statutes. Receipt of this permit does not mean that the taxpayer to whom it is issued is in good standing with the Comptroller.

Please note that you are responsible for collecting the correct amount of local taxes. For example, if our records show that one of your locations outside the city limits, and it is, in fact, inside the city, you are still responsible for collecting and remitting the city sales tax. If the local taxing authorities on your sales tax permit are incorrect, please call us, so we can correct them.

Taxpayer name and mailing address

MAIKER ALEXANDER GONZALEZ 3816 SUMMERSVILLE LN KELLER

TX 76248-1755

40

OPERATING WITHOUT A VALID PERMIT IS A MISDEMEANOR PUNISHABLE BY A FINE OF NOT MORE THAN \$500 PER DAY.

Legal citation: TEX. TAX CODE ANN. chs. 111 and 151.

For an existing business, this permit replaces the permit you now hold for this location.

All previous permits of this type issued by the Texas Comptroller of Public Accounts are void.

* * * Important Sales Tax Information * * *

You must file a sales and use tax return even if you have no taxable sales and/or no tax due.

FILE AND PAY YOUR SALES TAX ONLINE

WebFile automatically calculates the sales tax due and provides a confirmation that we received your return. WebFile is available online at www.window.state.tx.us/webfile/salestax.html

FILE NO TAX DUE RETURNS BY PHONE

You can also file your no tax due sales and use tax return by calling TeleFile at 1-888-4FILING (1-888-434-5464).

DOWNLOAD SALES AND USE TAX FORMS ONLINE

You will receive a preprinted sales and use tax return in the mail about 20-30 days before each return is due. You can also download sales and use tax forms online at www.cpa.state.tx.us/taxinfo/taxforms/01-forms.html

UPDATE YOUR ACCOUNT INFORMATION

Change your mailing address and phone number, add a business location, change a business address, or close one or more business locations online at https://www.window.state.tx.us/accmaint/changeaddress.html or call our toll-free voice mailbox at 1-800-224-1844.

SALES TAX FREQUENTLY ASKED QUESTIONS

Read our sales tax frequently asked questions online at www.window.state.tx.us/taxinfo/sales/questions.html

WARRANTY DEED

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."

Date:

October 18, 2005

Grantor:

Raymond Dale 'fairell

Mailing Address:

9105 E. Sandy Creek Rd.

Coleman, OK 73432

Grantee:

Nieves Marquez

Grantee's Mailing Address: 9305 Royal Burgess Dr.,

Rowlett, TX 75089

Consideration: \$10.00 and other good and valuable consideration: sufficiency of which is hereby acknowledged and confessed by Grantor.

\$10.00 and other good and valuable consideration, the receipt and

Property (including any improvements:

See At ached Exhibit "A"

Reservations from and Exceptions to Conveyance and Warranty: See Attached Exhibit B

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully all intine or to claim the same or any part thereof, except as to the reser ations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the paral.

Raymond Dale Hairell

STATE OF TEXAS COUNTY OF COLLIN

The foregoing instrument was acknowledged before me on this 19th 6ay of October, 2006, by Raymond Dale Hairell.

LORILEE BALL Notary Public, S Notary Public State of Texas

My Comm. Exp. 12-15-2007

Exhibit B

Exceptions to Warranty of Title

- 1. All restrictive covenants appearing of record.
- 2. Visible and apparent easements on or across the property.
- 3. All easements appearing of record.
- 4. Other liens or encumbrances: None

AFTER RECORDING RETURN TO:

Commonwealth Land Title 108 B West Marble Wylie, Texas 75098



Filed and Recorded
Official Public Records
Brenda Taylor, County Clerk
Collin County, TEXAS
10/23/2006 02:10:15 PM
\$28.00 DLAIRD
20061023001520980

Knowske Znylow

Exhibit B

Exceptions to Warranty of Title

- 1. All restrictive covenants appearing of record.
- Visible and apparent easements on or across the property.
- 3. All easements appearing of record.
- 4. Other liens or encumbrances: None

AFTER RECORDING RETURN TO:

Commonwealth Land Title 108 B West Marble Wylie, Texas 75098

Exhibit A

Situated in Collin County, Texas, on U. S. Highway, No. 78, Near Lavon, Texas, our of the W. A. S. Bohannon Survey, Abstract No. 121, and being a part of a tract granted to W. C. Daugherty and M. E. Drugherty by report of Commissioners of Partition in Cause No. 18040 and order of same being recorded in Volume C-1, Page 36, of the District Court Minutes of Collin County, Texas on June 2, 1937, and being a part of a 40 acre tract of land described in Deed to Bernice Daugherty, a widow, dated December 31, 1953, recorded in Volume 533, Page 518 of the Real Property Records of COLLIN County, Texas, and being a resurvey of a 1.726 acre tract conveyed to Ocie. Burgin by deed recorded in Volume 709, Page 442, Real Property Records of COLLIN County, Texas;

COMMENCING at the intersection of the West line of a 40 acre tract of land in the W. A. Bollannon Survey, described in deed to Bernice Daugherty, a widow, dated December 31, 1953, recorded in Volume 533, Page 518, of the Real Property Records of COLLIN County, Texas, with the South right of way line of U. #. Highway No. 78;

THENCE North 84 degrees 11 minutes 33 seconds East, with the South right of way of said Highway No. 78, 501.02 feet to a point for corner;

THEN 'E South 84 degrees 25 minutes 30 seconds East, with the South right of way of . U. S. Highway No. 78, 416.39 test to a concrete monument HH9-4 and the PLACE OF BEGINNING:

THENCE North 83 degrees 11 minutes East, with a fence line and the South right of way line of U.S. Highway No. 78, 110.70 feet to a wood right of way marker for corner;

THENCE North 04 degrees 20 minutes East, with a fence lin, and right of way of U.S. Hoghway No. 78, 14.60 feet to a wood right of way marker for corner;

THENCE North 8.1 degrees 49 minutes East, with a fence line and the South right of way line of U. S. Highway No. 78, passing a wood right of way marker set a 201.20 feet and continuing for a total distance of 218.95 feet to an iron stake set in a fence line of said Daugherty tract for corner:

THENCE South 01 degree 36 minutes West with a fence line and the East line of said Daugherty tract, 253.86 feet to a point for corner;

THENCE North 58 degrees 53 minutes West, 324.62 feet to a point for corner in Forney Lake line as surveyed by Forrest and Cotton, Inc., June 2, 19611

THENCE North 00 degree 41 minutes 20 seconds East, with the Forney Lake take line, 200. (4) feet to concrete marker No. HH9-4, and the PLACE OF BEGINNING, and containing 1.726 acres of land.

LEASE AGREEMENT

11.02.09

THIS LEASE is made between NIEVES MARQUEZ, hereafter
Called "Lessor" whose address for purposes of notice under this lease is
2029 S. Garland Ave., Garland, TX 75041, and MAIKER A. GONZALEZ DALLAS 6M EXPORT
, hereafter called "Lessee", whose address for purposes of notice under this
Lease is 3816 SUMMERSVILLE LN KELLER, TX 76244.
The parties agree as follows:
1. AGREEMENT TO LEASE: DESCRIPTION OF THE PROPERTY. The Lesson
Leases to the Lessee, and the Lessee rents from the Lessor, the following described
Commercial space: 10999 Highway 78, Lavon, Collin County, Texas 75116.
2. TERMS OF LEASE.
The term of this lease shall be a period of year(s), commencing on November
2_, 2009, and ending at midnight on 11.02.2010 .
3. RENTAL PAYMENTS
Lessee shall pay to Lessor as rent at the address set forth above. \$3200 PER
MONTH. EVERY 2ND OF THE MONTH. SECURITY DEPOSIT IS
THE LAST MONTHS RENT PAYMENT.
All payments due from Lessee to Lessor under the terms of this lease, including but not
limited to monthly rental payments, shall be paid promptly when due to Lessor. If any
payment is not received by Lessor on the 5 th day following the day on which the payment
Page 1

NM MG

is due, a late fee of \$50 shall be due from Lessee to Lessor's additional rent. An additional \$15 per day will be added to each following day late after the 5th day.

- 4. TAXES. Lessor shall be responsible for all municipal, county, or state taxes assessed during the term of this lease on the leased real property. Lessee agrees to pay any taxes levied against the personal property and trade fixtures of the Lessee in and about the premises, provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's property or if the assessed value of Lessor's property is increased by the inclusion of the value placed on Lessee's property and Lessors pay those taxes, Lessee shall reimburse Lessor for all taxes paid on Lessee's behalf.
- **5. SECURITY DEPOSIT.** This sum shall be retained by Lessor as security for performance under the lease. If at any time Lessee defaults in any provision of this lease, Lessor will have the right to use the deposit as Lessor sees fit.

6. LESSEE'S COVENANTS. Lessee further covenants and agrees as follows:

a. To pay the rent and every installment of it when it comes due; to use the premises in a careful, legal and proper manner; to commit or permit no waste or damages to the premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; to surrender the premises on expiration or termination of this lease in clean condition and good repair, normal wear and tear expected, provided, however, that all alterations, additions, and improvements permanently attached and made by Lessee, its successors, sublessees, and assigns shall become and remain the property of Lessor on the termination of Lessee's occupancy of the premises. To pay all costs of fuel, electricity, garbage, telephone, and all other utilities

used on the premises. All those amounts shall be paid within 10 days of becoming due.

- **b.** To maintain at all times during the lease term, at Lessee's cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the premises. Lessee further agrees to maintain at all times during the lease term, at Lessee's cost, broad-coverage fire and casualty insurance on its property(including inventory).
- c. To indemnify and hold harmless Lessor and the leased premises from all costs, losses, damages, liabilities, expenses, penalties, and fines whatsoever that may arise from or be claimed against Lessor or the leased premises by any person or persons for any injury to person or property or damage of whatever kind or character arising from the use or occupancy of the leased premises by Lessee; from any neglect or fault of Lessee or the agents and the employees of Lessee in using and occupying the premises; or from any failure by Lessee to comply and conform with all laws, statutes, ordinances, and regulations of any governmental body or subdivision now or hereafter in force. If any lawsuit or proceeding shall be brought against Lessor or the leased premises on account of any alleged violations or failure to comply and conform or on account of any damage, omission, neglect, or use of the premises by Lessee, the agents and employees of Lessee, or any other person on the premises, Lessee agrees that Lessee or any other person on the premises will defend it, pay whatever judgments may be recovered against Lessor or against the premises on account of it, and pay for all attorneys' fees in connection with it, including attorneys' fees on appeal.

- **d.** In case of damage to glass in the leased premises, to replace it with glass of the same kind, size and quality as quickly as possible at Lessee's expense.
- e. To make no alterations in or additions or improvements to install any equipment in or maintain signs advertising its business on the premises without, in each case, obtaining the written consent of Lessor. If any alterations, additions, or improvements in or to the premises are made necessary by reason of the special use and occupancy of the premises by Lessee, Lessee agrees that it will make all such alterations, additions and improvements in or to the premises at its own expense and in compliance with all building codes, ordinances and governmental regulations pertaining to such work, use or occupancy. Lessee agrees that it will hold Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.
- f. To permit Lessor to enter, inspect and make such repairs to the leased property as

 Lessor may reasonably desire, at all reasonable times. Lessee also agrees to allow

 potential buyers of the real property, accompanied by a real estate agent to inspect the

 property for possible purchase of the real property. Lessee must be informed by phone or

 in person within 1 hour of potential buyer visit. Potential buyers can only inspect the

 property when the Lessor or Lessee is present or if the Lessor or Lessee both confirm

 someone else to be there for the inspection.

LESSOR'S COVENANTS Lessor covenants and agrees as follows:

To repair, replace and maintain the (a) roof, (b) foundation, (c) structural soundness of the exterior office walls, doors and corridors.

DEFAULT IN PAYMENT OF RENT Lessor can:

a. Terminate this lease, resume immediate possession of the property, including the key to

the premises. Lessee may not remove any property from the premises, including, but not limited to inventory if in default. Lessee agrees to allow Lessor to sell that property to recover the remaining balance on the lease.

DEFAULTS

If either Lessor or Lessee fails to perform or breaches any agreement on this lease other than the agreement of Lessee to pay rent, and this failure or breach continues for 10 days after written notice specifying the required performance has been given to the party failing to perform, (a) the party giving notice may institute action in a court of competent jurisdiction to complete performance of the agreement, and the losing party in that litigation shall pay the prevailing party all expenses of the litigation, including reasonable attorney's fees; or (b) Lessor or Lessee may, after 10 days written notice to the other, comply with the agreement or correct any such breach, and the costs of that compliance shall be payable on demand.

INSOLVENCY, BANKRUPTCY, ETC, OF LESSEE

If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; if Lessee's leasehold interest is sold under execution or by a trustee in bankruptcy, or if a receiver is appointed for Lessee, lessor without prejudice to its rights hereunder and at its option, may terminate this lease and immediately retake possession of the premises and without notice to Lessee or any assignee, transferee,

trustee, or any other person or persons, using force if necessary.

LESSORS TO HAVE LIEN.

Lessor will have a lien against all goods, equipment, furniture, and other personal

property of Lessee brought, stored, or kept on the leased premises during the lease term, in the aggregate amount of all rent, damages, interest, and other sums that may at any time be owed by Lessee to Lessor under the lease.

ELECTION BY LESSORS NOT EXCLUSIVE.

The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this lease agreement or by statute of law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this lease or to exercise any remedy, privilege, or option conferred by this lease on or reserved to Lessors shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by the Lessee shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this lease, or any of Lessor's rights, remedies,

privileges, or options under this lease, will be deemed to have been made unless made by Lessor in writing.

No surrender of the premises for the remainder of the term of this lease will be valid unless accepted by Lessor in writing. Lessee will not assign or sublet this lease without Lessor's prior written consent. No assignment or sublease will relieve the assignor or sublessor of any obligation under this lease. Each assignee or sublessee, by assuming such status, will become obligated to perform every agreement of this lease to be performed by Lessee, except that a sublessee shall be obligated to perform such agreements only insofar as they relate to the subleased part of the property and the rent required by the sublease.

ADDRESSES FOR PAYMENTS AND NOTICES.

Rent payments and notices to Lessors shall be mailed or delivered to the address set forth on the first page of this lease, unless Lessor advises Lessee differently in writing.

TEXAS LAW.

This lease will be governed by the laws of the State of Texas, as to both interpretations and performance.

ENTIRE AGREEMENT.

This lease sets forth all the promises, agreements, conditions, and understandings between Lessor and Lesse relative to the leased premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this lease by direct reference.

TERMS INCLUSIVE.

As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

REPRESENTATIVES BOUND HEREBY.

The terms of this lease will be binding on the respective successors, representatives, and assigns of the parties.

Messor

Liesson

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11.02-09

Date

11-02-09.

Date