

Exhibit "L"
(Map of Park Property Lease)

EXHIBIT "L"



CYPRESS FOREST PUD LAND FOR LEASE BACK TO
THE RAVENEAUX GOLF CLUB
(APPROX. 205.93 ACRES)

Exhibit "M"
(Lease Agreement by and between Landlord and Tenant)

LEASE AGREEMENT

by and between

**CYPRESS FOREST PUBLIC UTILITY DISTRICT
(Landlord)**

and

(Tenant)

Dated as of _____, 200__

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EXHIBIT "A" - Land

LEASE AGREEMENT

This Lease Agreement ("Lease") is entered into effective as of the ____ day of _____, 200__ by and between CYPRESS FOREST PUBLIC UTILITY DISTRICT, a _____ ("Landlord"), and _____, a _____ ("Tenant").

ARTICLE I LEASE OF PROPERTY

Section 1.01. Premises Leased. Landlord, in consideration of the rents, covenants, agreements, and conditions herein set forth which Tenant hereby agrees shall be paid, kept, and performed, does hereby lease unto Tenant, and Tenant does hereby rent and lease from Landlord, the land in Harris County, Texas more particularly described in Exhibit "A" hereto (the "Land") together with all improvements thereon and all rights, tenements, hereditaments, easements, rights, appendages, ways, privileges, and appurtenances pertaining thereto, including any right, title, or interest of Landlord in and to adjacent streets, alleys and rights of way, but expressly excluding the Excluded Property, as hereinafter defined (hereinafter collectively referred to as the "Premises"). The Premises do not include, and this Lease does not give Tenant any right, title, or interest with respect to the following in, on, or adjacent to the Premises (collectively, the "Excluded Property"): (i) any easements or rights of way for water, wastewater, sewer, drainage, detention, pumping facilities, treatment facilities, or other utilities, whether in fee, by easement or lease, or otherwise; (ii) the easement estate and rights pursuant to that certain Trail Easement dated _____ by _____ to Landlord, recorded at _____, and the fee estate with respect to portions of the same property pursuant to deed dated _____ by _____ to Landlord, recorded at _____; and (iii) any rights of Landlord under any land use restrictions or other restrictive covenants.

Section 1.02. Habendum. TO HAVE AND TO HOLD the Premises, together with all and singular the rights, privileges, and appurtenances thereunto attaching or in anywise belonging, exclusively unto Tenant, its successors and assigns, for the term set forth in Article II, subject to termination as herein provided, and subject to and upon the covenants, agreements, terms, provisions, and limitations herein set forth.

ARTICLE II TERM OF LEASE

Section 2.01. Term. Unless sooner terminated as herein provided, this Lease shall be and continue in full force and effect for a term (the "Term") commencing on _____ (the "Commencement Date") and expiring ninety-nine (99) years thereafter.

ARTICLE III RENT

Section 3.01. Base Rent. Tenant shall pay "Base Rent" from and after the Commencement Date at the rate of Five Thousand Five Hundred and no/100 Dollars (\$5,500.00) per annum, payable in advance on the Commencement Date and on each of the next ninety-eight (98) anniversary dates thereof.

Section 3.02. Payment of Rent. All amounts required to be paid by Tenant under the terms of this Lease other than Base Rent are herein from time to time collectively referred to as "Additional Rent". Base Rent and Additional Rent are herein collectively referred to as "Rent". Rent shall be payable to Landlord at the original or changed address of Landlord as set forth in Section 15.01 or to such other persons or at such other addresses as Landlord may designate from time to time in writing to Tenant. Rent shall be paid to Landlord by Tenant in lawful money of United States of America without notice (except as may be expressly provided for in this Lease) or demand, and without offset or deduction.

Section 3.03. No Abatement. Except as otherwise expressly provided in this Lease, no happening, event, occurrence, or situation during the Term, whether foreseen or unforeseen, and however extraordinary, shall relieve Tenant from its obligations hereunder to pay Rent, or entitle Tenant to an abatement of Rent; and Tenant waives any rights now or hereafter conferred upon it by statute, proclamation, decree, order, or otherwise, to any abatement, diminution, reduction, offset, or suspension of Rent because of any event, happening, occurrence, or situation whatsoever.

ARTICLE IV IMPOSITIONS, UTILITIES, NET LEASE

Section 4.01. Impositions Defined. The term "Impositions" shall mean all taxes, assessments, use and occupancy taxes, water and sewer charges, rates and rents, charges for public utilities, excises, levies, license and permit fees, and other charges by any public authority, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, which shall or may during the Term be assessed, levied, charged, confirmed or imposed by any public authority upon or accrued or become a lien on (i) the Premises or any part thereof; (ii) the buildings or improvements now or hereafter comprising a part thereof; (iii) the appurtenances thereto or the sidewalks, streets, or vaults adjacent thereto; (iv) the rent and income received by or for the account of Tenant from any sublessees or for any use or occupation of the Premises; (v) such franchises, licenses, and permits as may be pertinent to the use of the Premises; or (vi) any documents to which the Tenant is a party creating or transferring an interest or estate in the Premises. Impositions shall not include any income tax, capital levy, estate, succession, inheritance or transfer taxes, or similar tax of Landlord; any franchise tax imposed upon any owner of the fee of the Premises; or any income, profits, or revenue tax, assessment, or charge imposed upon the rent or other benefit received by Landlord under this Lease by any municipality, county, state, the United States of America, or any other governmental body, subdivision, agency, or authority (hereinafter all of the foregoing governmental bodies are collectively referred to as "Governmental Authorities"). If at any time during the Term the present method of taxation shall be so changed that the whole or any

part of the taxes, assessments, levies, impositions or charges now levied, assessed or imposed on real estate and improvements thereon shall be discontinued and in whole or partial substitution therefor, taxes, assessments, levies, impositions, or charges shall be levied, assessed, and/or imposed wholly or partially as a capital levy or otherwise on the rents received from said real estate or the rents reserved herein or any part thereof, then such substitute taxes, assessments, levies, impositions, or charges, to the extent so levied, assessed, or imposed, shall be deemed to be included within the term Impositions.

Section 4.02. Tenant's Obligation. Tenant will pay all Impositions for the entire Term as and when the same shall become due. Impositions that are payable by Tenant for the tax year in which this Lease commences, as well as during the year in which the Term ends, shall be apportioned so that Tenant shall pay its proportionate share of the Impositions payable by Tenant for such periods of time. Where any Imposition that Tenant is obligated to pay may be paid pursuant to law in installments, Tenant may pay such Imposition in installments as and when such installments become due, provided that Tenant shall pay all installments by not later than the expiration or termination of this Lease. Tenant shall, if so requested, deliver to Landlord evidence of due payment of all Impositions Tenant is obligated to pay hereunder, concurrently with the making of such payment.

Section 4.03. Evidence Concerning Impositions. The certificate, advice, bill, or statement issued or given by the appropriate officials authorized by law to issue the same or to receive payment of any Imposition of the existence, nonpayment, or amount of such Imposition shall be prima facie evidence for all purposes of the existence, nonpayment, or amount of such Imposition.

Section 4.04. Rendition. Tenant shall render the Premises for each Governmental Authority imposing Impositions thereon and may, if Tenant shall so desire, endeavor at any time or times to obtain a lowering of the valuation of the Premises for any year for the purpose of reducing ad valorem taxes thereon and, in such event, Landlord will, at the request of Tenant, cooperate in effecting such a reduction, provided the Landlord shall not be required to incur any expense in connection therewith.

Section 4.05. Concerning Landlord as a Governmental Authority. It is recognized that Landlord is a Governmental Authority imposing Impositions on the Premises. The rights and obligations of Landlord and Tenant with respect to this Lease, on the one hand, and with respect to Landlord being a Governmental Authority, on the other hand, are separate and independent and shall not be mingled or offset.

Section 4.06. Utilities. Tenant shall pay all charges for gas, electricity, light, heat, air conditioning, power, telephone and other communication services, and all other utilities and similar services rendered or supplied to the Premises, and all water rents, sewer service charges, or other similar charges levied or charged against, or in connection with, the Premises. Tenant may install any facilities needed for utilities servicing the Permitted Uses, as defined in Section 6.01(a) and Landlord agrees, upon Tenant's request, to grant easements to the providers of such utilities, with the location, configuration, size, form, and substance thereof to be reasonably satisfactory to Landlord.

Section 4.07. Net Lease. Landlord shall not be required to make any expenditure, incur any obligation, or incur any liability of any kind whatsoever in connection with this Lease or the financing, ownership, construction, maintenance, operation, or repair of the Premises. It is expressly understood and agreed that this is a completely net lease intended to assure Landlord the rentals herein reserved on an absolute net basis.

ARTICLE V IMPROVEMENTS

Section 5.01. Existing Improvements. Tenant acknowledges that it is leasing any improvements currently constituting a part of the Premises “AS IS”, “WHERE IS”, and “WITH ALL FAULTS”.

Section 5.02. New Improvements; Alterations; Removal.

(a) As used in this Lease, the term “Improvements” shall mean any buildings, structures, or other improvements located at any time upon the Land. Tenant shall not install any buildings on the Land except for those used directly in connection with the use of the Premises as a golf course, such as maintenance golf teaching facilities, sheds and golf huts.

(b) At any time and from time to time during the Term, Tenant may perform such removal, alteration, renovation, repair, refurbishment, and other work with regard to any Improvements as Tenant may elect, provided that the same is done in accordance with the Construction Standards and will not interfere with the use of the Premises as a golf course.

(c) Tenant may, provided that the same is done in accordance with the Construction Standards and will not interfere with the use of the Premises as a golf course, perform earthwork on the Land, install water lines and other golf course irrigation facilities, build and relocate cart paths, greens, holes, and other elements of the golf course on the Land, install practice holes, practice greens, and other changes consistent with the re-design and/or improvement of the golf course on the Land and/or the Permitted Uses.

Section 5.03. Construction Standards; No Liens.

(a) Any and all Improvements shall be constructed, and any and all alterations, renovations, repairs, refurbishments, or other work with regard thereto shall be performed, in accordance with the following “Construction Standards” (herein so referenced):

(1) All such construction or work shall be performed in a good and workmanlike manner in accordance with good industry practice for the type of work in question;

(2) All such construction or work shall be done in compliance with all applicable building codes, ordinances, and other laws or regulations of Governmental Authorities having jurisdiction;

(3) No such construction or work shall be commenced until there shall have been first obtained all licenses, permits, and authorizations required of all Governmental Authorities having jurisdiction; and

(4) After commencement, such construction or work shall be prosecuted with due diligence to its completion.

(b) Tenant shall have no right, authority, or power to bind Landlord or any interest of Landlord in the Premises for any claim for labor or for material or for any other charge or expense incurred in construction of any Improvements or performing any alteration, renovation, repair, refurbishment, or other work with regard thereto, nor to render Landlord's interest in the Premises liable for any lien or right of lien for any labor, materials, or other charge or expense incurred in connection therewith, and Tenant shall in no way be considered as the agent of Landlord in the construction, erection, or operation of any such Improvements. If any liens or claims for labor or materials supplied or claimed to have been supplied to the Premises shall be filed, Tenant shall promptly pay or bond such liens to Landlord's reasonable satisfaction or otherwise obtain the release or discharge thereof.

Section 5.04. Ownership of Improvements. During the Term all Improvements, and alterations and additions thereto, installed on the Premises by Tenant after the Commencement Date shall be solely the property of Tenant, but upon expiration or termination of the Term, such Improvements, to the extent located upon the Land, shall automatically be the property of Landlord.

ARTICLE VI USE

Section 6.01. Use in General.

(a) Tenant shall use the Premises solely as one or more golf courses, and other facilities commonly associated with a golf course, including without limitation, tennis courts, swimming pools, and a spa/wellness facility (the "Permitted Uses"). Tenant shall actively operate at least one eighteen hole golf course, with practice range and green, on the Premises throughout the Term. The golf course(s) shall be professionally managed and operated by an operator approved by Landlord.

(b) Tenant shall not use or occupy, shall not permit the Premises to be used or occupied, and shall not do or permit anything to be done in or on the Premises in a manner which would in any way make void or voidable any insurance of Tenant or Landlord then in force with respect thereto, which would make it impossible to obtain the insurance required to be furnished by Tenant hereunder, which would constitute a public or private nuisance (except to the extent, if any, that some people may consider the existence of any golf course to be a nuisance), or which would violate any present or future, ordinary or extraordinary, foreseen or unforeseen, laws, regulations, ordinances, or requirements of any Governmental Authority having jurisdiction.

Section 6.02. Cessation of Golf Course Use. Tenant recognizes and agrees that operation of the Premises as a golf course is a material inducement for Landlord to enter into this Lease. The Premises are actively used as a golf course on the Commencement Date. If Tenant ceases to actively

use any portion of the Premises as a golf course with at least eighteen holes (not including practice holes) for a period of at least one (1) year, then at any time thereafter Landlord may partially terminate this Lease with respect to the portion of the Premises that ceased being actively used as such a golf course for said period (provided, however, that if Tenant is then continuing to actively use some portions of the Premises as such a golf course, then any such termination shall not terminate those portions of the Premises then actively being used for any Permitted Use) by giving written notice thereof to Tenant. Upon any such partial termination, Landlord and Tenant shall enter into an amendment confirming such partial termination, specifying the terminated and remaining portions of the Land, and reducing the Base Rent proportionately based on area, but entering into such amendment shall not be a condition to the effectiveness of the partial termination.

Section 6.03. Signage. There will be no billboards or other off-premise advertising signage on the Property. All signage on the Property shall relate solely to on-site Permitted Uses and shall comply with City of Houston sign ordinance requirements, notwithstanding that such ordinance may not otherwise apply.

ARTICLE VII MAINTENANCE AND REPAIRS; NO WARRANTIES OR REPRESENTATIONS BY LANDLORD

Section 7.01. Maintenance and Repairs.

(a) Tenant shall take good care of the Premises, make all repairs thereto, interior and exterior, structural and nonstructural, capital and non-capital, ordinary and extraordinary, foreseen and unforeseen, and shall maintain and keep the Premises and the sidewalks and curbs around the Premises in first-class order, repair, and condition at all times. Tenant will not do, permit, or suffer any waste, damages, disfigurement, or injury to or upon the Premises or any part thereof.

(b) Landlord shall have no obligation to maintain or repair the Premises.

Section 7.02. Landscape Maintenance. Tenant shall maintain the landscaping of all portions of the Premises, including inactive areas, including at least fourteen (14) mows per year, timely removal of dead trees and other vegetation, and prompt collection and disposal of branches, leaves, debris, and litter.

Section 7.03. No Warranties or Representation by Landlord. TENANT ACKNOWLEDGES THAT LANDLORD HAS MADE NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OF THE PREMISES OR ANY PORTION THEREOF, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW AND AS A MATERIAL PART OF THE CONSIDERATION FOR LANDLORD'S ENTERING INTO THIS LEASE, LANDLORD DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES TO TENANT OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION AS TO HABITABILITY, CONDITION OF THE PREMISES (INCLUDING WITHOUT LIMITATION SUITABILITY FOR PARTICULAR PURPOSE OR USE), AND PROVISION OF SERVICES. Tenant

acknowledges that immediately prior to the Commencement Date, Tenant or an affiliate of Tenant owned, possessed, and controlled the Premises.

ARTICLE VIII INSURANCE AND INDEMNITY

Section 8.01. Insurance. Tenant will, at its cost and expense, keep and maintain in force the following policies of insurance:

(a) Insurance on the Improvements against loss or damage by fire and against loss or damage by any other risk now and from time to time insured against by "extended coverage" provisions of policies generally in force on improvements of like type in Houston, Texas, and in builder's risk completed value form during construction, in amounts sufficient to provide coverage for the full insurable value of the Improvements; the policy for such insurance shall have a replacement cost endorsement or similar provision. "Full insurable value" shall mean actual replacement value (exclusive of cost of excavation, foundations, and footings below the surface of the ground or below the lowest basement level), and such full insurable value shall be confirmed from time to time at the request of Landlord by one of the insurers.

(b) Workman's Compensation Insurance as to Tenant's employees involved in the construction, operation, or maintenance of the Premises if required by applicable law.

(c) Such other insurance against other insurable hazards which at the time are commonly insured against in the case of improvements similarly situated or in the case of similar uses.

Section 8.02. Liability Insurance. Tenant shall secure and maintain in force commercial general liability insurance and commercial excess liability insurance, including contractual liability specifically applying to the provisions of this Lease and completed operations liability, with limits of not less than \$2,000,000.00 with respect to bodily injury or death to any number of persons in any one accident or occurrence and with respect to property damage in any one accident or occurrence, such limits to be increased from time to time as requested by Landlord, but not prior to the fifth anniversary of the Commencement Date, by the same proportion as increases from the Commencement Date in the Consumer Price Index, "All Urban Consumers; U.S. City Average," as published by the Bureau of Labor Statistics, or if such index shall cease to be published, such other index as shall be reasonably selected by Landlord.

Section 8.03. Policies. All insurance maintained in accordance with the provisions of this Article VIII shall be issued by companies reasonably satisfactory to Landlord and shall be carried in the name of both Landlord and Tenant, as their respective interests may appear. All property policies shall expressly provide that any loss thereunder may be adjusted with Tenant and Landlord, but shall be payable to Landlord, who shall agree to receive and disburse all proceeds as set forth in Section 9.01. All of Tenant's insurance coverage shall be primary, so that any insurance coverage by Landlord will be in excess thereof. All liability insurance policies shall name Landlord as an additional named insured and shall include contractual liability endorsements. Tenant shall furnish Landlord with duplicate originals or copies certified as being true and correct of all insurance

policies required under this Article VIII, and shall furnish and maintain with Landlord, at all times, a certificate of the insurance carrier certifying that such insurance shall not be cancelled without at least thirty (30) days advance written notice to Landlord.

Section 8.04. Tenant's Indemnity. Tenant shall indemnify and hold harmless Landlord, its successors and assigns, and its and their partners, shareholders, directors, officers, employees, agents, managers, members, and representatives (the "Indemnified Parties") from and against all claims, suits, actions, and proceedings whatsoever ("Claims") which may be brought or instituted on account of or growing out of any and all injuries or damages, including death, to persons or property relating to the use or occupancy of the Premises and all losses, liabilities, judgments, settlements, costs, penalties, damages, and expenses relating thereto, including but not limited to attorneys' fees and other costs of defending against, investigating, and settling the Claims. Tenant shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all Claims against any of the Indemnified Parties. Maintenance of the insurance referred to in this Article VIII shall not limit Tenant's obligations under this Section 8.04. Tenant shall be relieved of its obligation of indemnity to the extent of the net amount actually recovered from one or more of the insurance carriers of Tenant or Landlord and either (i) paid to Landlord or (ii) paid for Landlord's benefit in reduction of any liability, penalty, damage, expense, or charge actually imposed upon, or incurred by, Landlord in connection with the Claims. Tenant shall have the right to contest the validity of any Claims, in the name of Landlord or Tenant, as Tenant may deem appropriate, provided that the expenses thereof shall be paid by Tenant, or Tenant shall cause the same to be paid by its insurer. **WITHOUT LIMITATION, IT IS EXPRESSLY AGREED THAT THE FOREGOING INDEMNITY APPLIES TO AND COVERS THE NEGLIGENCE (AND TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, THE GROSS NEGLIGENCE), STRICT LIABILITY, AND OTHER STATUTORY LIABILITY OF THE INDEMNIFIED PARTIES.**

Section 8.05. Subrogation. Anything in this Lease to the contrary notwithstanding, Tenant hereby waives any and all rights of recovery, claims, actions, or causes of action against the Indemnified Parties for any injury, death, loss, or damage that may occur to persons or the Improvements, or any part thereof, or any personal property of such party therein, by reason of fire, the elements, or any other cause which is or could have been insured against under the terms of the policies of casualty insurance or worker's compensation insurance that Tenant is required to provide hereunder. **WITHOUT LIMITATION, IT IS EXPRESSLY AGREED THAT THE FOREGOING WAIVER APPLIES TO AND COVERS THE NEGLIGENCE (AND TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, THE GROSS NEGLIGENCE), STRICT LIABILITY, AND OTHER STATUTORY LIABILITY OF THE INDEMNIFIED PARTIES.**

ARTICLE IX CASUALTY LOSS

Section 9.01. Tenant's Obligation to Restore. Should any Improvements be wholly or partially destroyed or damaged by fire or any other casualty, Tenant shall promptly repair, replace, restore, and reconstruct the same, all in compliance with the provisions of this Section 9.01. All fire

and extended coverage insurance proceeds shall be deposited with Landlord for disbursement as follows:

(a) If the fire or other casualty occurs during the last Lease Year of the Term (as the Term may be extended for an exercised Renewal Term), and if the damage or destruction is reasonably estimated by Landlord to cost at least fifty percent (50%) of the replacement cost of the Improvements, then automatically this Lease shall terminate effective as of the date of such fire or other casualty, Rent shall be pro rated as of such termination date, all insurance proceeds for the Premises and Improvements shall be payable to Landlord as its property, and all insurance proceeds for Tenant's removable furniture, furnishings, and equipment shall be payable to Tenant as its property.

(b) If the Lease is not terminated pursuant to Section 9.01(a), then this Section 9.01(b) shall apply. The insurance proceeds will be disbursed to Tenant after delivery of evidence reasonably satisfactory to Landlord that (i) such repairs, restoration, or rebuilding have been completed and effected in compliance with the Construction Standards, and (ii) no mechanic's and materialman's liens against the Premises have been filed, or that all such liens have been paid or bonded around. At the option of Tenant, such proceeds shall be advanced in reasonable installments. Each such installment (except the final installment) shall be advanced in an amount equal to the cost of the construction work completed since the last prior advance (or since commencement of work as to the first advance) less statutorily required retainage in respect of mechanic's and materialman's liens. The amount of each installment requested shall be certified as being due and owing by Tenant's architect in charge, and each request shall include all bills for labor and materials for which reimbursement is requested and reasonably satisfactory evidence that no lien affidavit has been placed against the Premises for any labor or material furnished for such work. The final disbursement, which shall be an amount equal to the balance of the insurance proceeds, shall be made upon receipt of (iii) an architect's certificate of substantial completion as to the work from Tenant's architect, and (iv) reasonably satisfactory evidence that all bills incurred in connection with the work have been paid. After completion of such repairs, restoration, or rebuilding, any insurance proceeds in excess of the cost of such repairs, restoration, or rebuilding shall be applied toward any unpaid obligations of Tenant under this Lease and otherwise any such remaining proceeds shall be paid to Tenant. There shall be no abatement or reduction of Rent during the period of repair.

Section 9.02. Notice of Damage. Tenant shall immediately notify Landlord of any destruction or damage to the Premises.

ARTICLE X CONDEMNATION

Section 10.01. Total Taking. Should the entire Premises be taken (which term, as used in this Article X, shall include any conveyance in avoidance or settlement of eminent domain, condemnation, or other similar proceedings) by any Governmental Authority, corporation, or other entity under the right of eminent domain, condemnation, or similar right, then Tenant's right of possession under this Lease shall terminate as of the date of taking possession by the condemning authority, and the award therefor will be distributed as provided in Section 10.07.

Section 10.02. Partial Taking. Should a portion of the Premises be taken by any Governmental Authority, corporation, or other entity under the right of eminent domain, condemnation, or similar right, this Lease shall nevertheless continue in effect as to the remainder of the Premises unless, in Tenant's reasonable judgment, so much of the Premises shall be so taken as to make it economically unsound to use the remainder for the uses and purposes contemplated hereby, whereupon this Lease shall terminate as of the date of taking of possession by the condemning authority in the same manner as if the whole of the Premises had thus been taken, and the award therefor shall be distributed as provided in Section 10.07. In the event of a partial taking where this Lease is not terminated, the Base Rent payable during the remainder of the Term after taking of possession by the condemning authority shall not be reduced.

Section 10.03. Award on Partial Taking. In the event of a partial taking where this Lease is not terminated, and as a result thereof Tenant shall restore, repair, or refurbish the remainder of the Premises in order to put them in a useable condition.

Section 10.04. Temporary Taking. If the whole or any portion of the Premises shall be taken for temporary (which for purposes hereof shall be less than one year) use or occupancy, the Term shall not be reduced or affected and Tenant shall continue to pay the Rent in full. Except to the extent Tenant is prevented from so doing pursuant to the terms of the order of the condemning authority, Tenant shall continue to perform and observe all of the other covenants, agreements, terms, and provisions of this Lease.

Section 10.05. Voluntary Dedication. Tenant shall have no right to voluntarily devote or dedicate any portion of the Premises to public use without Landlord's prior written consent.

Section 10.06. Notice of Taking; Cooperation. Tenant shall immediately notify Landlord of the commencement of any eminent domain, condemnation, or other similar proceedings with regard to Premises. Landlord and Tenant covenant and agree to fully cooperate in any condemnation, eminent domain, or similar proceeding in order to maximize the total award receivable in respect thereof.

Section 10.07. Awards. Tenant shall be entitled to claim, prove, and receive in the condemnation proceedings such award as may be allowed for Tenant's leasehold estate for the remainder of the Term (as if no taking had occurred), trade fixtures and/or loss of business, goodwill, depreciation, or injury. Landlord shall be entitled to claim, prove, and receive in the condemnation proceedings such awards as may be allowed for Landlord's fee estate.

Section 10.08. Limits on Taking by Landlord. Landlord is a Governmental Authority with condemnation powers. Landlord covenants and agrees not to condemn, during the Term, all or any portion of the Premises, except for easements for underground drainage, water, and sewer which will not materially interfere with Tenant's use of the Premises.

ARTICLE XI

ASSIGNMENT AND SUBLETTING; ENCUMBRANCES

Section 11.01. Tenant's Right to Assign or Sublease. Tenant may assign its rights hereunder or sublease the Premises without Landlord's approval; provided, however, that Tenant shall furnish Landlord with written notice and an executed original counterpart of any such assignment or sublease within not later than thirty (30) days after the effective date thereof. No assignment or sublease shall relieve the Tenant of liability hereunder, except that in the event of a complete assignment of the Lease, and provided that the assignee shall have expressly assumed and agreed to perform all obligations of Tenant under this Lease, in writing delivered to Landlord, the assignor shall be relieved of liability with respect to matters first occurring, or failing to occur, after the effective date of such assignment.

Section 11.02. Encumbrances. Tenant shall have no right or authority to encumber Landlord's fee estate.

ARTICLE XII

WARRANTY OF PEACEFUL POSSESSION

Section 12.01. Warranty of Peaceful Possession. Landlord covenants that Tenant, on paying the Rent and performing and observing the covenants and agreements herein contained and provided to be performed by Tenant, shall and may peaceably and quietly have, hold, occupy, use, and enjoy the Premises during the Term, and may exercise all of its rights hereunder, subject only to the provisions of this Lease, all matters of record affecting the Premises, and applicable governmental laws, rules, and regulations; and Landlord agrees to warrant and forever defend Tenant's right to such occupancy, use, and enjoyment and the title to the Premises against the claims of any and all persons whomsoever lawfully claim the same, or any part thereof, by, through or under Landlord, but not otherwise, subject only to provisions of this Lease, all matters of record affecting the Premises, and all applicable governmental laws, rules, and regulations.

ARTICLE XIII

DEFAULT AND REMEDIES

Section 13.01. Default. Each of the following shall be deemed a "Default" by Tenant hereunder and a material breach of this Lease:

(a) Whenever Tenant shall fail to pay any installment of Rent or any other sum payable by Tenant to Landlord or any third party under this Lease on the date upon which the same is due to be paid, and such default shall continue for ten (10) days after Tenant shall have been given written notice from Landlord or Landlord's attorney or other representative specifying same;

(b) Whenever Tenant shall fail to keep, perform, or observe any of the covenants, agreements, terms, or provisions contained in this Lease that are to be kept or performed by Tenant other than with respect to payment of Rent or other liquidated sums of money, and Tenant shall fail to commence and take such steps as are necessary to remedy the same within thirty (30) days after

Tenant shall have been given a written notice from Landlord or Landlord's attorney or other representative specifying the same, or having so commenced, shall thereafter fail to proceed diligently and with continuity to remedy the same as soon as practicable;

(c) Whenever an involuntary petition shall be filed against Tenant under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import or whenever a receiver of Tenant, or of all or substantially all of the property of Tenant, shall be appointed without acquiescence, and such petition or appointment is not discharged or stayed within one hundred twenty (120) days after the happening of such event; or

(d) Whenever Tenant shall make an assignment of its property for the benefit of creditors or shall file a voluntary petition under any bankruptcy or insolvency law, or seek relief under any other law for the benefit of debtors.

Section 13.02. Remedies. If a Default occurs, then Landlord may at any time thereafter prior to the curing thereof and without waiving any other rights hereunder or available to Landlord at law or in equity (Landlord's rights being cumulative), do any one or more of the following:

(a) Landlord may terminate this Lease by giving Tenant written notice thereof, in which event this Lease and the leasehold estate hereby created and all interest of Tenant and all parties claiming by, through, or under Tenant shall automatically terminate upon the effective date of such notice with the same force and effect and to the same extent as if the effective date of such notice were the day originally fixed in Article II hereof for the expiration of the Term; and Landlord, its agents or representatives, shall have the right, without further demand or notice, to reenter and take possession of the Premises and remove all persons and property therefrom with or without process of law, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of Rent or existing breaches hereof. In the event of such termination, Tenant shall be liable to Landlord for damages in an amount equal to (i) the discounted (at 6% per annum) present value of the amount by which the Rent reserved hereunder for the remainder of the stated Term, without reduction for the then net fair market rental value of the Premises or otherwise, plus (ii) all expenses incurred by Landlord enforcing its rights hereunder and any other amounts due by Tenant and damages sustained by Landlord.

(b) Landlord may terminate Tenant's right to possession of the Premises and enjoyment of the rents, issues, and profits therefrom without terminating this Lease or the leasehold estate created hereby, reenter and take possession of the Premises and remove all persons and property therefrom with or without process of law, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of Rent or existing breaches hereof, and lease, manage, and operate the Premises and collect the rents, issues, and profits therefrom all for the account of Tenant, and credit to the satisfaction of Tenant's obligations hereunder the net rental thus received (after deducting therefrom all reasonable costs and expenses of repossessing, leasing, managing, and operating the Premises). If the net rental so received by Landlord exceeds the amounts necessary to satisfy all of Tenant's obligations under this Lease, nevertheless Landlord shall retain such excess. Landlord will use reasonable diligence in attempting to re-lease the Premises for the account of Tenant, but Landlord shall not be obligated to incur any costs or liabilities in connection therewith and Landlord may give priority to other property Landlord has available for leasing. In no event

shall Landlord be liable for failure to so lease, manage, or operate the Premises or collect the rentals due under any subleases and any such failure shall not reduce Tenant's liability hereunder. If Landlord elects to proceed under this Section 13.02(b), it may at any time thereafter elect to terminate this Lease as provided in Section 13.02(a).

Section 13.03. Tenant Not Relieved from Liabilities. Unless expressly provided in this Lease, the repossession or re-entering of all or any part of the Premises shall not relieve Tenant of its liabilities and obligations under this Lease. In addition, Tenant shall not be relieved of its liabilities under this Lease, nor be entitled to any damages hereunder, based upon minor or immaterial errors in the exercise of Landlord's remedies. No right or remedy of Landlord shall be exclusive of any other right or remedy. Each right and remedy shall be cumulative and in addition to any other right and remedy now or subsequently available to Landlord at Law or in equity. If Tenant fails to pay any amount when due hereunder (after the expiration of any applicable cure period), Landlord shall be entitled to receive interest on any unpaid item of Rent (after the expiration of any applicable cure period) from the date initially due at a rate equal to the lesser of 18% per annum or the highest rate permitted by Law. In addition, if Tenant fails to pay any item or installment of Rent when due (after the expiration of any applicable cure period), Tenant shall pay Landlord an administrative fee equal to 5% of the past due Rent. However, in no event shall the charges permitted under this Section 13.03 or elsewhere in this Lease, to the extent they are considered interest under applicable law, exceed the maximum lawful rate of interest. If any payment by Tenant of an amount deemed to be interest results in Tenant having paid any interest in excess of that permitted by Law, then it is the express intent of Landlord and Tenant that all such excess amounts theretofore collected by Landlord be credited against the other amounts owing by Tenant under this Lease. Receipt by Landlord of Tenant's keys to the Premises shall not constitute an acceptance or surrender of the Premises.

Section 13.04. Mitigation of Damages. Upon termination of Tenant's right to possess the Premises, Landlord shall, only to the extent required by applicable law, use objectively reasonable efforts to mitigate damages by reletting the Premises. Landlord shall not be deemed to have failed to do so if Landlord refuses to lease the Premises to a prospective new tenant with respect to whom Landlord would be entitled to withhold its consent pursuant to Section 11.01, or who (1) is an affiliate, parent, or subsidiary of Tenant; (2) is not acceptable to any mortgagee of Landlord; (3) requires improvements to the Premises to be made at Landlord's expense; or (4) is unwilling to expressly affirm in writing the continuing use of the Premises primarily as a golf course. Notwithstanding Landlord's duty to mitigate its damages as provided herein, Landlord shall not be obligated to accept below market rental rates for the Premises. To the extent that Landlord is required by applicable Law to mitigate damages, Tenant must plead and prove by clear and convincing evidence that Landlord failed to so mitigate in accordance with the provisions of this Section 13.04, and that such failure resulted in an avoidable and quantifiable detriment to Tenant.

ARTICLE XIV HAZARDOUS MATERIALS

Section 14.01. Hazardous Materials.

(a) Tenant shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release or discharge any Hazardous Material (defined below) upon or about the Premises, nor permit Tenant's employees, agents, contractors, and other occupants of the Premises to engage in such activities, upon or about the Premises. However, the foregoing sentence shall not prohibit the transportation to and from, and use, storage, maintenance and handling within, the Premises of substances customarily used at golf courses, provided: (a) such substances shall be used and maintained only in such quantities as are reasonably necessary for Tenant's permitted use of the Premises, strictly in accordance with applicable law and the manufacturers' instructions therefor, (b) such substances may be disposed of, released or discharged at the Premises if permitted by and in compliance with applicable laws, and shall be transported to and from the Premises in compliance with all applicable laws, and as Landlord shall reasonably require, (c) if any applicable law or trash removal contractor requires that any such substances from the Premises be disposed of separately from ordinary trash, Tenant shall make arrangements at Tenant's expense for such disposal directly with a qualified and licensed disposal company at a lawful disposal site, and shall ensure that disposal occurs frequently enough to prevent unnecessary storage of such substances in the Premises, and (d) any remaining such substances shall be completely, properly and lawfully removed by Tenant from the Premises upon expiration or earlier termination of this Lease or termination of Tenant's right to possession of the Premises.

(b) Tenant shall promptly notify Landlord upon Tenant becoming aware of: (i) any enforcement, cleanup, or other regulatory action taken or threatened by any Governmental Authority with respect to the presence of any Hazardous Material on the Premises or the migration thereof from or to other property, (ii) any demands or claims made or threatened by any party against either party hereto relating to any loss or injury resulting from any Hazardous Material, (iii) any unlawful release, discharge or nonroutine, improper or unlawful disposal or transportation of any Hazardous Material on or from the Premises, and (iv) any matters where the party is required by law to give a notice to any Governmental Authority respecting any Hazardous Materials in the Premises. Landlord shall have the right (but not the obligation) to join and participate, as a party, in any legal proceedings or actions affecting the Premises initiated in connection with any environmental, health or safety law. At such times as Landlord may reasonably request, Tenant shall provide Landlord with a written list identifying any Hazardous Material then actually known to Tenant to be then used, stored, or maintained upon the Premises, the use and approximate quantity of each such material, a copy of any material safety data sheet ("MSDS") issued by the manufacturer therefor, written information concerning the removal, transportation and disposal of the same, and such other information as Landlord may reasonably require or as may be required by laws.

(c) If any Hazardous Material is released, discharged, or disposed of by Tenant (or any other occupant of the Premises) or its respective employees, agents, contractors, invitees, or customers on or about the Premises in violation of the foregoing provisions, then Tenant shall immediately, properly and in compliance with applicable laws clean up and remove the Hazardous Material from the Premises and any other affected property and clean or replace any affected

personal property (whether or not owned by Landlord or Tenant), at Tenant's expense. Such clean up and removal work shall be subject to Landlord's prior written approval (except in emergencies), not to be unreasonably withheld, and shall include, without limitation, any testing, investigation, and the preparation and implementation of any remedial action plan required by any governmental body having jurisdiction or reasonably required by Landlord. If Tenant shall fail to comply with the provisions of this Section 14.01(c) within five (5) days after written notice by Landlord, or such shorter time as may be required by laws or in order to minimize any hazard to persons or property, then Landlord may (but shall not be obligated to) arrange for such compliance directly or as Tenant's agent through contractors or other parties selected by Landlord, at Tenant's expense (without limiting Landlord's other remedies under this Lease or applicable laws).

(d) As used herein, the term "Hazardous Material" includes, without limitation, any asbestos, urea formaldehyde foam insulation, flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related or unrelated substances or materials defined, regulated, controlled, limited or prohibited in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Sections 6901, et seq.), the Clean Water Act (33 U.S.C. Sections 1251, et seq.), the Clean Air Act (42 U.S.C. Sections 7401, et seq.), the Toxic Substances Control Act (15 U.S.C. Sections 2601, et seq.), each such Act as amended from time to time, or in the rules and regulations adopted and publications promulgated pursuant thereto, or in the rules and regulations of the Occupational Safety and Health Administration, or successor or additional Governmental Authority, pertaining to occupational exposure to asbestos, as amended from time to time, or in any other federal, state or local environmental law, ordinance, rule, or regulation now or hereafter in effect, and any substances or materials which would trigger any employee or community "right-to-know" requirements adopted by any Governmental Authority, or for which any Governmental Authority has adopted any requirements for the preparation or distribution of an MSDS

(e) Tenant agrees to and does hereby indemnify and hold Landlord harmless from all loss, cost, damage, claim and expense incurred by Landlord on account of Tenant's failure to perform any obligations of this Paragraph any other matter related to environmental conditions on or affecting the Premises or the Project which are caused by or on behalf of Tenant. This indemnification shall survive the expiration or termination of this Lease.

ARTICLE XV MISCELLANEOUS

Section 15.01. Notices. Any notice provided for or permitted to be given hereunder must be in writing and shall be effective upon (i) being deposited in the United States Mail, postage prepaid, registered or certified, with return receipt requested, addressed as set forth in this Section 15.01, or (ii) upon delivery at the address of the addressee. For purposes of notice the addresses of the parties hereto shall, until changed, be as follows:

Landlord: Cypress Forest Public Utility District
c/o Allen Boone Humphries Robinson LLP
Attn.: Joe B. Allen, Esq.
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

Tenant: _____

The parties hereto shall have the right from time to time to change their respective addresses for purposes of notice hereunder to any other location within the United States by giving a notice to such effect in accordance with the provisions of this Section 15.01.

Section 15.02. Performance of Obligations. If Tenant fails to perform or observe any of its covenants, agreements, or obligations hereunder for a period of thirty (30) days after notice of such failure is given by Landlord, then Landlord shall have the right, but not the obligation, at its sole election (but not as its exclusive remedy), to perform or observe the covenants, agreements, or obligations which are asserted to have not been performed or observed at the expense of the Tenant and to recover all costs or expenses incurred in connection therewith, together with interest thereon at the Contract Rate from the date expended until repaid. Notwithstanding the foregoing, if Landlord determines, in its reasonable good faith judgment that an emergency, involving imminent danger of damage to property in excess of \$10,000.00 or of injury or death to persons, exists due to Tenant's failure to observe or perform its covenants, agreements, and obligations hereunder, then Landlord may immediately perform or observe the covenants, agreements and obligations which give rise to such emergency at the expense of Tenant. Any performance or observance by Landlord pursuant to this Section 15.02 shall not constitute a waiver of Tenant's failure to perform or observe.

Section 15.03. Modification and Non-Waiver. No variations, modifications, or changes herein or hereof shall be binding upon any party hereto unless set forth in a writing executed by it or by a duly authorized officer or agent. No waiver by either party of any breach or default of any term, condition, or provision hereof, including without limitation the acceptance by Landlord of any Rent at any time or in any manner other than as herein provided, shall be deemed a waiver of any other or subsequent breaches or defaults of any kind, character, or description under any circumstance. No waiver of any breach or default of any term, condition, or provision hereof shall be implied from any action of any party, and any such waiver, to be effective, shall be set out in a written instrument signed by the waiving party.

Section 15.04. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the state of Texas.

Section 15.05. Construction. Landlord and Tenant are both knowledgeable in commercial transactions and have each been represented by counsel in the negotiation and preparation of this Lease. No provision of this Lease shall be construed more favorably for or more strictly against either party.

Section 15.06. Terminology; Captions; References. Unless the context clearly implies to the contrary, each gender shall include each other gender, the singular shall include the plural, and the plural shall include the singular, wherever and as often as may be appropriate. Whenever the terms "hereof", "hereby", "herein", or words of similar import are used in this Lease they shall be construed as referring to this Lease in its entirety rather than to a particular section or provision, unless the context specifically indicates to the contrary. Any reference to a particular "Article" or "Section" shall be construed as referring to the indicated article or section of this Lease. Article and Section headings in this Lease are for convenience of reference and shall not affect the construction or interpretation of this Lease.

Section 15.07. Estoppel Certificate. Landlord and Tenant shall execute and deliver, promptly upon any request therefor by the other party, a certificate addressed as indicated by the requesting party and stating:

- (a) whether or not this Lease is in full force and effect;
- (b) whether or not this Lease has been modified or amended in any respect, and submitting copies of such modifications or amendments;
- (c) whether or not there are any existing defaults hereunder known to the party executing the certificate, and specifying the nature thereof;
- (d) whether or not any particular Article, Section, or provision of this Lease has been complied with to the knowledge of the party executing the certificate; and
- (e) such other factual matters as may be reasonably requested.

Section 15.08. Severability. If any provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, and the basis of the bargain between the parties hereto is not destroyed or rendered ineffective thereby, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

Section 15.09. Attorney Fees; Interest. If litigation is ever instituted by either party hereto to enforce, or to seek damages for the breach of, any provision hereof, the prevailing party therein shall be promptly reimbursed by the other party for all attorneys' fees reasonably incurred by the prevailing party in connection with such litigation.

Section 15.10. Surrender of Premises; Holding Over. Upon termination or the expiration of this Lease, Tenant shall peaceably quit, deliver up, and surrender the Premises, and in good order, repair, and condition, normal wear and tear excepted. Upon such termination or expiration Landlord may, without further notice, enter upon, reenter, possess, and repossess itself of the Premises by force, summary proceedings, ejectment, or otherwise, and may dispossess and remove Tenant from the Premises and may have, hold, and enjoy the Premises and all rental and other income therefrom, free of any claim by Tenant with respect thereto. If Tenant does not surrender possession of the Premises at the end of the Term, such action shall not extend the Term, Tenant shall be a tenant at sufferance, and during such time of occupancy Tenant shall pay to Landlord the fair market rental

value of the Premises and all other damages incurred by Landlord in connection with Tenant's holding over. Landlord shall not be deemed to have accepted a surrender of the Premises by Tenant, or to have extended the Term, other than by execution of a written agreement specifically so stating.

Section 15.11. Relation of Parties. It is the intention of Landlord and Tenant to hereby create the relationship of landlord and tenant, and no other relationship whatsoever is hereby created. Nothing in this Lease shall be construed to make Landlord and Tenant partners or joint venturers or to render either party hereto liable for any obligation of the other.

Section 15.12. Non-Merger. Notwithstanding the fact that fee title to the land and to the leasehold estate hereby created may, at any time, be held by the same party, there shall be no merger of the leasehold estate hereby created unless the owner thereof executes and files for record in the Office of the County Clerk of Harris County, Texas a document expressly providing for the merger of such estates.

Section 15.13. Entireties. This Lease constitutes the entire agreement of the parties hereto with respect to its subject matter, and all prior agreements with respect thereto are merged herein. Any written agreements entered into between Landlord and Tenant of even date herewith are not, however, merged herein.

Section 15.14. Limitation on Landlord's Liability. Landlord's liability for failure to perform any of its obligations hereunder is hereby expressly limited to Landlord's interest in and to the Premises. Should Landlord fail to pay any sum required to be paid by Landlord hereunder, or fail to perform any obligation required to be performed by Landlord hereunder, any judicial proceedings brought by Tenant against Landlord shall be limited to proceeding against Landlord's rights and interest in and to the Premises and any improvements comprising a part thereof, and no attachment, execution, or other writ or process shall be sought, issued, or levied upon any assets, properties, or funds of Landlord, other than against Landlord's interest in and to the Premises.

Section 15.15. Transfer of Landlord's Interest. Landlord may freely transfer and/or mortgage its interest in the Premises and under this Lease from time to time and at any time, provided that any such transfer or mortgage is expressly made subject to the terms, provisions, and conditions of this Lease and the transferee or mortgagee agrees to be bound by the provisions hereof (in the case of a mortgagee, such agreement being contingent upon the mortgagee actually succeeding to the Landlord's interest in the Premises and hereunder by virtue of a foreclosure or conveyance in lieu thereof).

Section 15.16. Recordation. Landlord and Tenant will, at the request of either of them, promptly execute an instrument in recordable form constituting a short form of this Lease, which shall be filed for record in the Office of the County Clerk of Harris County, Texas.

Section 15.17. Successors and Assigns. This Lease shall constitute a real right and covenant running with the Premises, and, subject to the provisions hereof pertaining to Tenant's rights to assign or sublet, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party's successors and assigns.

Section 15.18. Entry. Landlord shall have the right to enter upon the Premises at all reasonable times to inspect same and to exercise any of its rights hereunder.

Section 15.19. No Third Parties Benefited. The terms and provisions of this Lease Agreement are for the sole benefit of Landlord and Tenant, and no third party whatsoever, is intended to benefit herefrom.

Section 15.20. Survival. Any terms and provisions of this Lease pertaining to rights, duties, or liabilities extending beyond the expiration or termination of this Lease shall survive the end of the Term. The obligations to pay any amounts of money owing with respect to the Term shall survive the expiration or termination of this Lease.

Section 15.21. Time of the Essence. Time is of the essence with respect to Tenant's and Landlord's respective performance of its obligations and the exercise of any expansion, renewal or extension rights or other options granted to Tenant or Landlord, respectively.

Section 15.22. No Brokers. Tenant warrants and represents that it has dealt with no broker, agent or other person in connection with this Lease other than an agent of Landlord and that no broker, agent or other person brought about this Lease, other than agent of Landlord; and Tenant shall indemnify and hold Landlord harmless from and against any and all claims, losses, costs or expenses (including attorneys' fees and expenses) by any broker, agent or other person (other than agent of Landlord) claiming a commission or other form of compensation by virtue of written agreement made with Tenant with regard to the transaction contemplated by this Lease. The provisions of this Section 15.22 shall survive the expiration of the Lease Term or any renewal or extension thereof.

Section 15.23. Method of Calculation. Tenant is knowledgeable and experienced in commercial transactions and does hereby acknowledge and agree that the provisions of this Lease for determining charges and amounts payable by Tenant are commercially reasonable and valid and constitute satisfactory methods for determining such charges and amounts as required by Section 93.012 (assessment of charges) of the Texas Property Code. **TENANT FURTHER VOLUNTARILY AND KNOWINGLY WAIVES (TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW) ALL RIGHTS AND BENEFITS OF TENANT UNDER SAID SECTION 93.012, AS IT NOW EXISTS OR AS IT MAY BE HEREAFTER AMENDED OR SUCCEEDED.**

EXECUTED as of the date and year first above written.

Landlord:

CYPRESS FOREST PUBLIC UTILITY DISTRICT

By: _____

Name: _____

Title: _____

Tenant:

By: _____

Name: _____

Title: _____

EXHIBIT "A"

LAND