

#9

LEASE CONTRACT

This Lease Agreement, entered into by and between Debbie Chiu (hereinafter called "Lessor"), and LAN BEEHUN COUNTY (hereinafter called "Lessee"),

WITNESSETH:

In consideration of the mutual covenants as set forth herein, Lessor and Lessee hereby agree as follows:

1. PREMISES.

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor approximately 1068 square feet of Rentable Area on the ~~1st~~ 1st floor(s) in the building known as #104, #106 (hereinafter called "Building"), located at 242 W. Beauregard. The legal description of said property is contained in the attached Exhibit "A". The area hereby leased is reflected hereinafter on the floorplan(s) attached hereto and made a part hereof as Exhibit "B". Lessor shall have the right at any time and from time to time to change the name of the Building.

2. RENTABLE AREA.

A. The term "Rentable Area" as used herein shall mean that on each floor of the Building on which the entire space rentable to tenants is or will be leased to one tenant, the Rentable Area for such floor (hereinafter referred to as "Single Tenant Floor") shall be the entire area bounded by the inside surface of the four exterior glass walls (or the inside surface of the permanent exterior wall where there is no glass) of the Building on such floor less the area contained within the exterior walls of the building stairs, fire towers, vertical ducts, elevator shafts, flues, vents, stacks and pipe shafts. All the area on any Single Tenant or other floors which may service such single tenant floors that is used for elevator lobbies, corridors, special stairways, restrooms, mechanical rooms, electrical rooms, telephone and janitor closets, and all vertical penetrations that are included for the special use of Lessee, and columns and other structural portions and/or projections of the Building shall be included within the Rentable Area for such floor.

B. On each floor of the Building on which space is or will be leased to more than one tenant, the Rentable Area attributable within the Leased Premises covered by such lease, being (i) the area bound by the inside surface of any exterior glass walls (or the inside surface or the permanent exterior wall where there is no glass) of the Building bounding such Leased Premises, the exterior of all walls separating such Leased Premises from any public corridors or other public areas on such floor, and the center line of all walls separating such Leased Premises from other areas leased or to be leased to other tenants on such floor, and (ii) a prorated portion of the area covered by the elevator lobbies, corridors, restrooms, mechanical rooms, electrical rooms, telephone and janitor closets situated on such floor or other floors which may service such single tenant floors. ~~The Rentable Area for the entire Building shall be deemed to be _____ square feet for the purposes of this Lease.~~ The Rentable Area contained within the Leased Premises shall be deemed to be the number of square feet set forth above.

[Handwritten initials]

[Handwritten signature]

3. TERM.

A. Subject to and upon the conditions as set forth herein, or any addenda or exhibits hereto, this Lease shall continue in force for a term of one year commencing on the 1st day of January, 2008, and ending on the 1st day of January, 2009.

B. In the event the Leased Premises should not be ready for occupancy by the commencement date stated in Paragraph 3A above, Lessor shall not be liable for any claims, damages or liabilities in connection therewith or by reason thereof, and the term of this Lease shall commence at the time that the Leased Premises are ready for occupancy by Lessee. Should the term of this Lease commence on a date other than that specified in Paragraph 3A above for any reason, Lessor and Lessee will, at the request of either, execute a declaration specifying the beginning date of the term of this Lease Agreement. In such event, rental under this Lease Agreement shall not commence until said revised commencement date, and the stated term in this Lease Agreement shall thereupon commence and the expiration date shall be extended so as to give effect to the full stated term.

4. USE.

A. The Premises are to be used and occupied by the Lessee solely for the purpose of Office / Treatment and for no other purposes.

B. Lessee agrees not to commit or suffer to be committed on the premises any nuisance or other act or thing against public policy or which violates any law or governmental regulation or which is disreputable or which may disturb the quiet enjoyment of any other tenant of the Building of which the Premises are a part.

C. Lessee will not use, occupy, or permit the use or occupancy of these Premises for any unlawful, disreputable, immoral or hazardous purpose; or maintain or permit the maintenance of any public or private nuisance; or do or permit any act or thing which may disturb the quiet enjoyment of any other tenant of the Building; or keep any substance or carry on or permit any operation which might emit offensive odors into other portions of the Building or permit anything to be done which would increase the fire insurance rate of the Building or contents.

5. BASE RENTAL OVER THE PRIMARY TERM HEREOF.

A. Lessee hereby agrees to pay without demand a base rental (herein called "Base Rental") in the total sum of \$ 10,440⁰⁰ payable in equal monthly installments of \$ 870⁰⁰. The Lessee shall also pay, as additional rent (hereinafter called "Additional Rent"), all such other sums of money as shall become due from and payable by Lessee to Lessor under this Lease. The Lessor shall have the same remedies for default for the payment of Additional Rent as are available to Lessor in the case of a default in the payment of Base Rental. Such Base Rental, together with any adjustment of rent provided for herein then in effect, shall be due and payable in equal installments on the first day of each calendar month during the initial term of this Lease and any extensions or renewals thereof, and Lessee hereby agrees to so pay such rent to Lessor at Lessor's address as provided herein (or such other address as may be designated by Lessor from time to time) monthly in advance without demand. If the term of this Lease Agreement as heretofore established commences on other than the first day of a month or terminates on other

~~during the preceding Lease Year, said credit to be applied to future Monthly Escalation Payments.~~

C. Notwithstanding any other provision herein to the contrary, it is agreed that in the event the Building is not fully occupied during the initial Lease Year or any subsequent Lease Year, an adjustment shall be made in computing the operating expenses for the Base Cost for such period so that the cost of all utilities including electricity, gas, water, heating, lighting, air conditioning and ventilating the Building and the cost of furnishing the janitorial service to the Building shall be computed for such period as though the Building has been 95% occupied during such period.

D. ~~Lessee, at its expense, shall have the right at all reasonable times during normal business hours to audit Lessor's books and records relating to this Lease for which Additional Rental Payments described in this Paragraph 6 become due; or at Lessor's sole discretion, Lessor will provide such audit prepared by a Certified Public Accountant of recognized standing in Houston, Texas.~~

8. FIRST MONTH'S RENT AND SECURITY DEPOSIT.

On the date hereof, Lessee shall deposit with Lessor the sum of \$ 870⁰⁰, which sum shall be applied against the first month's rent due hereunder on the commencement date hereof. In addition, Lessee shall deposit, on the date hereof, the sum of \$ 870⁰⁰ (the "Security Deposit") as security for Lessee's faithful performance of Lessee's obligations herein contained. If Lessee defaults in any manner (including the payment of any rents or other sums due hereunder) in the performance of Lessee's obligations herein contained, Lessor may use, apply or retain all or any portion of the Security Deposit for the payment of any rent or other sum in default or for the payment of any other sum or expense to which Lessor may become obligated by reason of such default, or to compensate Lessor for any loss or damage which Lessor may suffer thereby. Lessor shall not be required to separately account for the Security Deposit nor to maintain an escrow or separate account therefor. If Lessee performs all of Lessee's obligations hereunder, the Security Deposit, or so much thereof as has not theretofore been applied by Lessor, shall be returned, without payment of interest or other increment for its use, to Lessee (or, at Lessee's option, the last assignee, if any, of Lessee's interest hereunder) within sixty (60) days of the expiration of the term hereto, and after Lessee has vacated the Leased Premises. Lessor's right to so apply the Security Deposit shall in no manner limit, impair or otherwise affect any of Lessor's remedies set forth herein.

9. SERVICES TO BE PROVIDED BY LANDLORD.

A. Subject to the rules and regulations hereinafter referred to, Lessor shall furnish Lessee, at Lessor's expense, the following services during the lease term:

- (1) Air conditioning and heating, at such temperatures and in such amounts and at such times as are considered by Lessor to be standard office conditions for the Building.
- (2) Janitor services in and about the Building.
- (3) Proper facilities to furnish sufficient electrical power for building standard lighting, typewriters, dictating equipment, calculating machines and other machines of similar low electrical consumption, but not including electricity required for electronic data processing equipment, special lighting in excess of building

same effect as if such action had been taken by Lessor.

31. ESTOPPEL.

Lessee, will, at such time or times as Lessor may request, sign a certificate stating whether this Lease is in full force and effect; whether any amendments or modifications exist; whether there are any defaults hereunder; and such other information and agreements as may be reasonably requested.

32. NOTICE.

Any notice which may or shall be given under the terms of this Lease shall, unless otherwise provided herein, be in writing and shall be either delivered by hand or sent by United States Registered or Certified Mail, postage prepaid, if for Lessor, to the Building office; or if for Lessee, to the Leased Premises. Such addresses may be changed from time to time by either party by giving written notice as provided above. Notice shall be deemed given when delivered (if delivered by hand) or when postmarked (if sent by mail).

LESSOR: Debbie Chiu
232 W. Beauregard Avenue
San Angelo, Texas 76903

LESSEE:

33. SEVERABILITY.

This Lease shall be construed in accordance with the laws of the State of Texas. If any clause or provision of this Lease is illegal, invalid, or unenforceable, under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of both parties that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision and enforceable.

34. SIGNS.

No signs of any kind or nature, symbol, or identifying mark shall be put on the Building, in the halls, elevators, staircases, entrances, parking areas or upon the doors or walls, whether plate glass or otherwise, of the Leased Premises not within the Leased Premises so as to be visible from the public areas or exterior of the Building, without prior written approval of Landlord. All signs or lettering shall conform in all respects to the sign and/or lettering criteria established by Lessor.

35. QUIET ENJOYMENT.

Lessee, on paying the said Rent, and any Additional Rental, and performing the covenants herein agreed to be by it performed, shall and may peaceably and quietly have, hold and enjoy the Leased Premises for the said term.

36. RELOCATION.

Throughout the term of this Lease or any renewal or extension thereof, the Lessor shall have the right and option, upon sixty (60) days notice to Lessee, to require the Lessee to relocate the Leased Premises to any substantially similar premises within the Building. In the event of Lessor's exercise of its option to relocate the Lessee in the manner hereinabove set forth, all reasonable expenses of moving the Lessee and of decorating the new Leased Premises shall be at the expense of the Lessor. In the event that comparable Leased Premises are not available within the Building, and the Lessee shall agree to relocate to less desirable premises or to reduce the size of the Leased Premises, the Lessor and the Lessee shall agree to a reduction in the amount of the Base Rental and the percentage of the Total Rentable Area contained within the Leased Premises so as to effect an equitable adjustment in rentals commensurate with the relocated Leased Premises.

37. ENTIRE AGREEMENT AND BINDING EFFECT.

This Lease and any contemporaneous Work Letter, addenda or exhibits, constitute the entire agreement between Lessor and Lessee; no prior written or prior or contemporaneous oral promises or representations shall be binding. Paragraph captions herein are for convenience only, and neither limit or amplify the provisions of this Lease. The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties, but this provision shall in no way alter the restriction herein in connection with assignment and subletting by Lessee.

38. ALTERATIONS.

This Lease may not be altered, changed or amended, except by an instrument in writing signed by both parties hereto.

39. SPECIAL PROVISIONS.

EXECUTED in multiple counterparts, together with Exhibits _____, each of which shall have the force and effect of an original, on this the _____ day of JAN - 2, 2008.

WITNESS:

William Tucker
William Tucker

LESSEE

BY

Michael D. "Mike" Brown
Tom Green County Judge

WITNESS:

Alden Chiu
Alden Chiu

LESSOR

BY

Debbie Chiu
Debbie Chiu

#9

Family Reunification Budget

	Original	(8 months) Pro-Rata Year 1
Personnel		
<u>Director</u>		
Salary	41,930	21,799
Fringe	-	3,231
Benefits	-	748
<u>Parent Counselor</u>		
Salary	17,655	-
Fringe	-	-
Benefits	-	-
<u>Children's Counselor</u>		
Salary	17,655	-
Fringe	-	-
Benefits	-	-
<u>Full-Time Counselor</u>		
Salary	-	16,950
Fringe	-	2,512
Benefits	-	374
<u>Manager (PT)</u>		
Salary	16,050	9,363
Fringe	-	1,388
Benefits	-	-
<u>Attorney</u>		
Salary	6,000	4,000
Supplies & Operating	25,900	33,830
Travel & Training	-	7,500
Professional Services	-	19,795
Equipment	2,300	6,000
<u>Total</u>	<u>127,490</u>	<u>127,490</u>
Original Budget	127,490	127,490