

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF FORT BEND §

**FIRST AMENDMENT TO LEASE AGREEMENT
 BETWEEN FORT BEND COUNTY AND
 FIESTA EVENTS, INC.**

This First Amendment to the Lease Agreement ("Amendment") is made and entered into by Fort Bend County, Texas, a body corporate and politic, acting herein by and through its Commissioners' Court, ("Landlord"), and Fiesta Events, Inc., a Texas corporation, ("Tenant") (collectively, the "Parties").

WHEREAS, the Regal Ranch GP, LLP and the Tenant entered into a Lease Agreement ("Lease") on April 2, 2003, ("Effective Date") for the lease of certain real property; attached hereto as Exhibit "A", and incorporated by reference herein for all purposes; and

WHEREAS, Landlord subsequently purchased the certain real property from Regal Ranch GP, LLP, subject to the Lease; and

WHEREAS, Tenant exercised its option to renew the Lease for the first of two (2) additional terms of five (5) years each at a monthly Base Rent of \$10,000.00 for the first renewal term; and

WHEREAS, the Parties now desire to amend the Lease to exchange certain parcels within the defined "Premises" under the Lease and make other necessary changes in terms;

NOW, THEREFORE, for an in consideration of the mutual covenants, agreements and benefits to both parties, the Parties do hereby agree to amend the Lease as follows:

1. "Premises" as described on Exhibit "A" to the Lease shall be amended to exchange the tract of land marked "A" (Tract A) with the tract of land marked "B" (Tract B), both as identified on Exhibit "B" to this Amendment, attached hereto and incorporated by reference herein for all purposes. Under this Amendment, the Premises as described in the Lease shall now include the tract of land described in the Lease as "an approximate ten (10) acre tract north of the horse corral," previously specifically excluded under the Lease. The portion of land described as Stafford Oaks, Block 30, previously included within the Premises on the Lease shall hereby be specifically excluded from said Lease.

A. Tenant shall have a right to maintain possession of Tract A until November 30, 2014.

B. Landlord shall refrain from disturbing Tenant's possession and use of Tract A until December 1, 2014. Thereafter, Landlord shall have a right to enter upon Tract A and begin any and all activities necessary for excavation for detention purposes; including the removal of any and all buildings, structures or other improvements. Landlord shall be responsible for and shall make all necessary repairs to Regal Ranch Road resulting

from Landlord's use of such road including but not limited to any use for access to Tract A.

- C. Tenant shall have a right to access Tract B upon the Effective Date of this Amendment with full right of use as with any other portion of the Premises. Tenant shall have no additional obligations with respect to the maintenance of Tract B other than the obligations to maintain the Premises as provided in Section 7. A. of the Lease.
2. The monthly Base Rent of \$10,000.00 for the remainder of the first renewal term, as provided in Section 27 of the Lease, shall be reduced as follows:

April 2014	through	August 2014	\$8,000.00
September 2014	through	December 2014	\$125.00
January 2015	through	December 2015	\$125.00
January 2016	through	December 2016	\$125.00
January 2017	through	December 2017	\$125.00

In accordance with Section 27 of the Lease, if TENANT chooses to exercise its option to renew for the second renewal term, the monthly Base Rent for such second renewal term shall remain \$11,000.00.

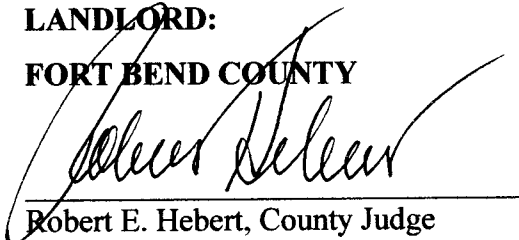
3. Tenant shall not be obligated to pay Landlord any Additional Rent for the remainder of the first renewal term, being five percent (5%) of all gross sales in excess of \$800,000.00 during the calendar years of 2014, 2015, 2016 and 2017. In accordance with Section 3.B. of the Lease, if Tenant chooses to exercise its option to renew for the second renewal term, any and all provisions for Tenant's obligation to pay Landlord an amount for Additional Rent under Section 3.B. of the Lease shall apply to such second renewal term.
4. Section 14 of the Lease is hereby deleted in its entirety and replaced with the following:
14. ASSIGNMENT AND SUBLETTING – Tenant shall not have the right to sublet, assign or otherwise transfer or encumber this Lease, or any interest therein, without the prior written consent of Landlord. Any attempted assignment, subletting, transfer or encumbrance by Tenant in violation of the terms and covenants of this paragraph shall be void. No assignment, subletting or other transfer, whether or not consented to by Landlord or permitted hereunder, shall relieve Tenant of its liability under this Lease. As a corporate entity, any change in Tenant's ownership or power to vote Tenant's outstanding voting stock as a result of transactions between current stockholders shall not constitute an assignment of this Lease by Tenant for purposes of this Paragraph 14 requiring written consent of Landlord.

Except as hereby amended, the terms and conditions of the Lease shall remain unchanged.

SIGNED on the dates shown by signatures below. The Effective Date of this Amendment is the date of the last party to sign below.

LANDLORD:

FORT BEND COUNTY

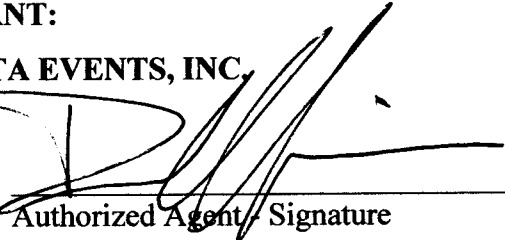

Robert E. Hebert, County Judge

Date: 3-25-14

TENANT:

FIESTA EVENTS, INC.

By:


Authorized Agent Signature

DONALD GARCIA
Authorized Agent – Printed Name


Its:

President

Date:

3/14/14

Attest:


Dianne Wilson, County Clerk

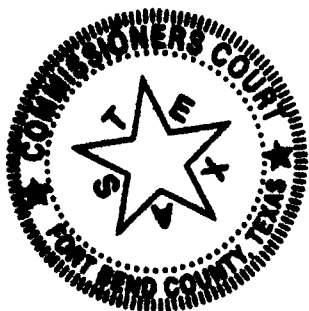


EXHIBIT A

LEASE

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into this 2 day of April, 2003, by and between **Regal Ranch GP, LLP**, a limited liability partnership ("Landlord"), and **Fiesta Events, Inc.**, a Texas corporation ("Tenant").

1. PREMISES. For good and valuable consideration, including but not limited to the mutual obligations of Landlord and Tenant set forth herein, Landlord leases to Tenant, and Tenant hereby takes from Landlord, certain property situated within Fort Bend County, Texas, located at 4011 South Main, Stafford, Texas, known as Regal Ranch and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Premises") to have and to hold, subject to the terms, covenants and conditions in this Lease. The Premises shall specifically include all land and improvements described on Exhibit "A" that are bordered by the drainage easement. The Premises shall specifically exclude the approximate ten (10) acre tract north of the horse corral, all property south of the drainage easement, the homestead and property adjacent to Regal Ranch Pavilion II. The parties further agree that all kitchen, office and maintenance equipment currently located on the Premises shall be deemed a part of the property leased hereby.

2. TERM. The term of this Lease shall commence on April 2, 2003 (the "Commencement Date") and shall end on December 31, 2012, subject to Tenant's renewal rights provided herein. Provided, however, that possession of the Premises shall be delivered to Tenant upon execution of this Lease.

3. BASE RENT, SECURITY DEPOSIT AND ESCROW DEPOSITS.

A. Base Rent. Tenant agrees to pay Landlord monthly rent as follows for the Premises, in advance, without demand, deduction or set off:

April 2003 – December 2003	\$3,000.00 per month
January 2004 – December 2004	\$4,000.00 per month
January 2005 – December 2005	\$5,000.00 per month
January 2006 – December 2006	\$7,000.00 per month
January 2007 – December 2007	\$8,000.00 per month
January 2008 – December 2008	\$8,000.00 per month
January 2009 – December 2009	\$8,000.00 per month
January 2010 – December 2010	\$8,500.00 per month
January 2011 – December 2011	\$8,750.00 per month
January 2012 – December 2012	\$9,000.00 per month

One such monthly installment shall be due and payable on the execution of this Lease, and a like monthly installment shall be due and payable on or before the first day of each calendar month succeeding the Commencement Date, except that all payments due hereunder for any fractional calendar month shall be prorated.

B. Additional Rent. In addition, Tenant agrees to pay Landlord as additional rental during the term of this Lease five percent (5%) of all gross sales in any calendar year that are in excess of \$800,000.00. Such additional rent, if any, shall be paid to Landlord on or before March 1st of the succeeding year in which such gross sales are generated and shall be capped at an aggregate of \$250,000.00 for the term of this Lease. For the purposes of this Lease "gross sales" are defined as all sales, income, receipts, revenues, charges and all monies received from business conducted at and events held on the Premises for all food, drink and other things of value sold and all services rendered. Each sale shall be realized in the year when Tenant actually receives payment. Gross sales shall not include any sums collected and paid out for any sales tax imposed by any duly authorized governmental entity.

C. Security Deposit. In addition, Tenant agrees to deposit with Landlord on the date hereof the sum of \$3,000.00 which shall be held by Landlord, without obligation for interest, as security for the performance of Tenant's obligations under this Lease (the "Security Deposit"), it being expressly understood and agreed that the Security Deposit is not an advance rental deposit or a measure of Landlord's damages in case of Tenant's default. Upon occurrence of an Event of Default, Landlord may use all or part of the Security Deposit to pay past due rent or other payments due Landlord under this Lease or the cost of any other damage, injury, expense or liability caused by such Event of Default, without prejudice to any other remedy provided herein or provided by law. On demand, Tenant shall pay Landlord the amount that will restore the Security Deposit to its original amount. The Security Deposit shall be deemed the property of Landlord, but any remaining balance of the Security Deposit shall be returned by Landlord to Tenant when all of Tenant's present and future obligations under this Lease have been fulfilled.

4. TAXES

A. Real Property Taxes. Landlord agrees to pay when due all taxes, assessments and governmental charges of any kind and nature (collectively referred to herein as "Taxes") that accrue against the Premises, improvements on the Premises and/or the land of which the Premises or the improvements are a part.

B. Personal Property Taxes. Tenant shall be liable for all taxes levied or assessed against any personal property or fixtures placed in or on the Premises.

5. UTILITIES. Landlord agrees to provide all utilities as needed to service the Premises except for the pavilion known as Regal Ranch Pavilion II. Tenant shall pay for all such utilities used on or at the Premises.

6. INSURANCE

A. Landlord's Insurance. At all times during the term of this Lease, Landlord shall maintain insurance covering the Premises and in an amount not less than eighty percent (80%) of the "replacement cost" thereof, insuring against the perils of fire, lightning, extended coverage, vandalism, malicious mischief and loss of rents.

B. Tenant's Insurance. Tenant, at its own expense, shall maintain during the term of this Lease a policy of comprehensive general liability insurance, including personal injury and property damage, with contractual liability endorsement, in the amount of Two Million Dollars (\$2,000,000.00) for property damage and One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for personal injuries or deaths of persons occurring in or about the Premises. Tenant, at its own expense, shall also maintain during the term of this Lease fire and extended coverage insurance covering the replacement cost of (i) all alterations, additions, partitions and improvements installed or placed on the Premises by Tenant or by Landlord on behalf of Tenant, (ii) all of Tenant's personal property contained within the Premises, and (iii) all windows, glass or plate glass, any doors, special storefronts or office entries. Said policies shall (i) name the Landlord as an additional insured and insure Landlord's contingent liability under or in connection with this Lease (except for the worker's compensation policy, which instead shall include a waiver of subrogation endorsement in favor of Landlord), (ii) be issued by an insurance company which is acceptable to Landlord, and (iii) provide that said insurance shall not be canceled unless thirty (30) days prior written notice has been given to Landlord. Said policy or policies or certificates thereof shall be delivered to Landlord by Tenant on or before the Commencement Date and upon each renewal of said insurance.

7. REPAIRS, MAINTENANCE AND ALTERATIONS

A. Maintenance of Premises and Appurtenances. Tenant, at its own cost and expense, shall maintain all parts of the Premises and promptly make all necessary repairs and replacements to the Premises and keep the parking areas, driveways and alleys surrounding the Premises in a clean and sanitary condition. Tenant shall, further maintain the ten (10) acres north of the horse corral, keep grass areas mowed and in good appearance and maintain all landscaping.

B. Landlord Improvements & Repair. Upon execution of this Lease, Landlord will provide \$75,000.00 to Tenant for mutually agreed repairs, alterations and/or additions to the Premises.

8. PARKING Tenant and its employees, customers, invitees and licensees shall have the right to use all paved and unpaved areas on the Premises for parking of vehicles. In addition, Tenant and its employees, customers, invitees and licensees shall have the right to use the ten (10) acres north of the horse corral for overflow parking or tenting, provided that Landlord owns such property and Tenant gives landlord forty-eight (48) hours prior notice specifying the need for and duration of such overflow parking or tenting. Upon the expiration of the specified duration Tenant shall promptly cause any remaining vehicles and tenting to be removed.

9. FIRE AND CASUALTY DAMAGE.

A. Total or Substantial Damage and Destruction. If the Premises or the improvements should be damaged or destroyed by fire or other peril, Tenant shall immediately give written notice to Landlord of such damage or destruction. If the Premises or the improvements should be totally destroyed by any peril covered by the insurance to be provided

by Landlord under Paragraph 6A above, or if they should be so damaged thereby that rebuilding or repairs cannot be completed within one hundred eighty (180) days after the date of such damage, then this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective upon the date of the occurrence of such damage.

B. Partial Damage or Destruction. If the Premises or the Building should be damaged by any peril covered by the insurance to be provided by Landlord under Paragraph 6A above and rebuilding or repairs can be substantially completed within one hundred eighty (180) days after the date of such damage and provided that the insurance proceeds are sufficient to fund the repairs, then this Lease shall not terminate and Landlord shall substantially restore the Premises to its previous condition. Base Rent and Additional Rent shall be abated for the period of repair and restoration in the proportion which the area of the Premises, if any, which is not usable by Tenant bears to the total area of the Premises. Such abatement shall be the sole remedy of Tenant, and except as provided herein, Tenant waives any right to terminate the Lease by reason of damage or casualty loss.

10. LIABILITY AND INDEMNIFICATION. Except for any claims, rights of recovery and causes of action that Landlord has released, Tenant shall hold Landlord harmless from and defend Landlord against any and all claims or liability for any injury or damage (i) to any person or property whatsoever occurring in, on or about the Premises or any part thereof, the use of which Tenant may have in accordance with this Lease, if (and only if) such injury or damage shall be caused in whole or in part by the act, neglect, fault or omission of any duty by Tenant, its agents, servants, employees or invitees; (ii) arising from the conduct or management of any work done by the Tenant in or about the Premises; (iii) arising from transactions of the Tenant; and all costs, counsel fees, expenses and liabilities incurred in connection with any such claim or action or proceeding brought thereon. Tenant shall give prompt notice to Landlord of any significant accidents involving injury to persons or property. Furthermore, Landlord shall not be responsible for lost or stolen personal property, equipment, money or jewelry from the Premises, regardless of whether such loss occurs when the area is locked against entry. Landlord shall not be liable to Tenant or Tenant's employees, customers or invitees for any damages or losses caused by theft, burglary, assault, vandalism or other crimes. Landlord strongly recommends that Tenant provide its own security systems and services and secure Tenant's own insurance in excess of the amount required elsewhere in this Lease to protect against the above occurrences if Tenant desires additional protection or coverage for such risks. Tenant shall give Landlord prompt notice of any criminal or suspicious conduct within or about the Premises and/or any personal injury or property damage caused thereby.

11. USE. The Premises shall be used by Tenant for a party, event, picnic, entertainment, catering and restaurant facility, and for such other lawful purposes as may be directly incidental thereto. Tenant shall comply with all governmental laws, ordinances and regulations applicable to the use of the Premises and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in, upon or connected with the Premises, all at Tenant's sole expense. Tenant shall not permit any objectionable or unpleasant orders, smoke, dust, gas, noise or vibrations to emanate from the Premises.

12. HAZARDOUS SUBSTANCES The term "Hazardous Substances", as used in this Lease, shall mean pollutants, contaminants, toxic or hazardous wastes, radioactive materials or any other substances, the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any "Environmental Law", which term shall mean any federal, state or local statute, ordinance, regulation or other law of a governmental or quasi-governmental authority relating to pollution or protection of the environment or the regulation of the storage or handling of Hazardous Substances. Tenant hereby agrees that: (i) no activity will be conducted on the Premises that will produce any Hazardous Substances, except for such activities that are part of the ordinary course of Tenant's business activities (the "Permitted Activities"), provided said Permitted Activities are conducted in accordance with all Environmental Laws and have been approved in advance in writing by Landlord and, in connection therewith, Tenant shall be responsible for obtaining any required permits or authorizations and paying any fees and providing any testing required by any governmental agency; (ii) the Premises will not be used in any manner for the storage of any Hazardous Substances, except for the temporary storage of such materials that are used in the ordinary course of Tenant's business (the "Permitted Materials"), provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws and have been approved in advance in writing by Landlord, and, in connection therewith, and (iii) Tenant will not permit any Hazardous Substances to be brought onto the Premises, except for the Permitted Materials, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required clean-up procedures shall be diligently undertaken by Tenant at its sole cost pursuant to all Environmental Laws. Tenant agrees to indemnify and hold Landlord harmless from all claims, demands, actions, liabilities, costs, expenses, damages, penalties and obligations of any nature arising from or as a result of any contamination of the Premises with Hazardous Substances caused by Tenant or otherwise arising from the use of the Premises by Tenant. The foregoing indemnification and the responsibilities of Tenant shall survive the termination or expiration of this Lease.

13. INSPECTION. Landlord's agents and representatives shall have the right to enter the Premises at any reasonable time during business hours (or at any time in case of emergency) (i) to inspect the Premises, (ii) to make such repairs as may be required or permitted pursuant to this Lease, and/or (iii) during the last three (3) months of the Lease term or any extensions thereof, for the purpose of showing the Premises. In addition, during the last three (3) months of the Lease term, or any extensions thereof, Landlord shall have the right to erect a suitable sign on the Premises stating the Premises are available for lease.

14. ASSIGNMENT AND SUBLETTING. Tenant shall not have the right to sublet, assign or otherwise transfer or encumber this Lease, or any interest therein, without the prior written consent of Landlord. Any attempted assignment, subletting, transfer or encumbrance by Tenant in violation of the terms and covenants of this paragraph shall be void. No assignment, subletting or other transfer, whether or not consented to by Landlord or permitted hereunder, shall relieve Tenant of its liability under this Lease. The following shall additionally constitute an assignment of this Lease by Tenant for the purposes of this Paragraph 14: (i) if Tenant is a corporation, any merger, consolidation, dissolution or liquidation, or any change in ownership or power to vote of fifty percent (50%) or more of Tenant's outstanding voting stock; (ii) if Tenant is a partnership, joint venture or other entity, any liquidation, dissolution or transfer of ownership

of any interests totaling fifty percent (50%) or more of the total interests in such entity; (iii) the sale, transfer, exchange, liquidation or other distribution of more than fifty percent (50%) of Tenant's assets, other than this Lease; or (iv) the mortgage, pledge, hypothecation or other encumbrance of or grant of a security interest by Tenant in this Lease, or of any of Tenant's rights hereunder.

15. CONDEMNATION. If more than sixty percent (60%) of the Premises are taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain or private purchase in lieu thereof, and the taking prevents or materially interferes with the use of the remainder of the Premises for the purpose for which they were leased to Tenant, then this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective on the date of such taking. If less than sixty percent (60%) of the Premises are taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or private purchase in lieu thereof, or if the taking does not prevent or materially interfere with the use of the remainder of the Premises for the purpose for which they were leased to Tenant, then this Lease shall not terminate, but the rent payable hereunder during the unexpired portion of this Lease shall be reduced to such extent as may be fair and reasonable under all of the circumstances. All compensation awarded in connection with or as a result of any of the foregoing proceedings shall be the property of Landlord, and Tenant hereby assigns any interest in any such award to Landlord; provided, however, Landlord shall have no interest in any award made to Tenant for loss of business or goodwill or for the taking of Tenant's trade fixtures and personal property, if a separate award for such items is made to Tenant.

16. HOLDING OVER. At the termination of this Lease by its expiration or otherwise, Tenant shall immediately deliver possession of the Premises to Landlord with all repairs and maintenance required herein to be performed by Tenant completed. If, for any reason Tenant retains possession of the Premises after the expiration or termination of this Lease, unless the parties hereto otherwise agree in writing, such possession shall be deemed to be a tenancy at will only, and all of the other terms and provisions of this Lease shall be applicable during such period, except that Tenant shall pay Landlord from time to time, upon demand, as rental for the period of such possession, an amount equal to one and one-half (1-1/2) times the rent in effect on the date of such termination of this Lease, computed on a daily basis for each day of such period. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided. The preceding provisions of this Paragraph 17 shall not be construed as consent for Tenant to retain possession of the Premises in the absence of written consent thereto by Landlord.

17. QUIET ENJOYMENT. Landlord represents that it has the authority to enter into this Lease and that, so long as Tenant pays all amounts due hereunder and performs all other covenants and agreements herein set forth, Tenant shall peaceably and quietly have, hold and enjoy the Premises for the term hereof without hindrance or molestation from Landlord, subject to the terms and provisions of this Lease.

18. EVENTS OF DEFAULT. The following events (herein individually referred to as an "Event of Default") each shall be deemed to be a default in or breach of Tenant's obligations under this Lease:

A. Tenant shall fail to pay any installment of the rent herein reserved when due, or any other payment or reimbursement to Landlord required herein when due, and such failure shall continue for a period of ten (10) calendar days after written notice thereof from Landlord.

B. Tenant shall fail to comply with any term, provision or covenant of this Lease (other than those listed above in this paragraph) and shall not cure such failure within thirty (30) calendar days after written notice thereof from Landlord.

C. Tenant shall (i) vacate or abandon all or a substantial portion of the Premises or (ii) fail to continuously operate its business at the Premises for the permitted use set forth herein, in either event whether or not Tenant is in default of the rental payments due under this Lease.

D. Tenant shall fail to discharge any lien placed upon the Premises in violation of Paragraph 21 hereof within thirty (30) days after any such lien or encumbrance is filed against the Premises.

E. Tenant shall make a general assignment or general arrangement for the benefit of creditors; file a petition of bankruptcy or reorganization or have a petition of bankruptcy or reorganization filed against it and such petition is not dismissed within thirty (30) days; or a trustee or receiver is appointed to take possession of Tenant's assets located within the Premises or of Tenant's interest in the Lease and possession is not restored to Tenant within thirty (30) days.

19. REMEDIES. Upon each occurrence of an Event of Default, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand:

(a) Terminate this Lease;

(b) Enter upon and take possession of the Premises without terminating this Lease;

(c) Make such payments and/or take such action and pay and/or perform whatever Tenant is obligated to pay or perform under the terms of this Lease, and Tenant agrees that Landlord shall not be liable for any damages resulting to Tenant from such action; and/or

(d) Alter all locks and other security devices at the Premises, with or without terminating this Lease, and pursue, at Landlord's option, one or more remedies pursuant to this Lease.

A. Damages Upon Termination. If Landlord terminates this Lease at Landlord's option, Tenant shall be liable for and shall pay to Landlord the sum of all rental and other payments owed to Landlord hereunder accrued to the date of such termination, plus, as liquidated damages, an amount equal to (i) the present value of the total rental and other payments owed

hereunder for the remaining portion of the Lease term, calculated as if such term expired on the date set forth in Paragraph 2, less (ii) the present value of the then fair market rental for the Premises for such period, provided that, because of the difficulty of ascertaining such value and in order to achieve a reasonable estimate of liquidated damages hereunder, Landlord and Tenant stipulate and agree, for the purposes hereof, that such fair market rental shall in no event exceed seventy-five percent (75%) of the rental amount for such period set forth in Paragraph 3.A. above.

B. Damages Upon Repossession. If Landlord repossesses the Premises without terminating this Lease, Tenant, at Landlord's option, shall be liable for and shall pay Landlord on demand all rental and other payments owed to Landlord hereunder, accrued to the date of such repossession, plus all amounts required to be paid by Tenant to Landlord until the date of expiration of the term as stated in Paragraph 2, diminished by all amounts actually received by Landlord through reletting the Premises during such remaining term (but only to the extent of the rent herein reserved). Actions to collect amounts due by Tenant to Landlord under this paragraph may be brought from time to time, on one or more occasions, without the necessity of Landlord's waiting until expiration of the Lease term.

C. Costs of Reletting, Removing, Repairs and Enforcement. Upon an Event of Default, in addition to any sum provided to be paid under this Paragraph 19, Tenant also shall be liable for and shall pay to Landlord (i) brokers' fees and all other costs and expenses incurred by Landlord in connection with reletting the whole or any part of the Premises; (ii) the costs of removing, storing or disposing of Tenant's or any other occupant's property; (iii) the costs of repairing, altering, remodeling or otherwise putting the Premises into condition acceptable to a new tenant or tenants; (iv) any and all costs and expenses incurred by Landlord in effecting compliance with Tenant's obligations under this Lease; and (v) all reasonable expenses incurred by Landlord in enforcing or defending Landlord's rights and/or remedies hereunder, including without limitation all reasonable attorneys' fees and all court costs incurred in connection with such enforcement or defense.

D. Late Charge. In the event Tenant fails to make any payment due hereunder within five (5) days after such payment is due, including without limitation any rental or escrow payment, in order to help defray the additional cost to Landlord for processing such late payments and not as interest, Tenant shall pay to Landlord on demand a late charge in an amount equal to five percent (5%) of such payment. The provision for such late charge shall be in addition to all of Landlord's other rights and remedies hereunder or at law, and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

E. No Implied Acceptances or Waivers. Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance by Landlord of Tenant's surrender of the Premises, it being understood that such surrender can be effected only by the written agreement of Landlord. Tenant and Landlord further agree that forbearance by Landlord to enforce any of its rights under this Lease or at law or in equity shall not be a waiver of Landlord's right to enforce any one or more of its rights, including any right previously forborne, in connection with any existing or subsequent default. No re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate

this Lease, unless a written notice of such intention is given to Tenant, and, notwithstanding any such reletting or re-entry or taking possession of the Premises. Landlord may at any time thereafter elect to terminate this Lease for a previous default. Pursuit of any remedies hereunder shall not preclude the pursuit of any other remedy herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages occurring to Landlord by reason of the violation of any of the terms, provisions and covenants contained in this Lease. Landlord's acceptance of any rent following an Event of Default hereunder shall not be construed as Landlord's waiver of such Event of Default. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants of this Lease shall be deemed or construed to constitute a waiver of any other violation or default.

F. Reletting of Premises. In the event of any termination of this Lease and/or repossession of the Premises for an Event of Default, Landlord shall use reasonable efforts to relet the Premises and to collect rental after reletting, with no obligation to accept any lessee that Landlord deems undesirable or to expend any funds in connection with such reletting or collection of rents therefrom. Tenant shall be entitled to credit for any proceeds of such reletting in excess of the rental owed hereunder for the period of such reletting. Landlord may relet the whole or any portion of the Premises, for any period, to any tenant and for any use or purpose.

G. Landlord's Default. If Landlord fails to perform any of its obligations hereunder within thirty (30) days after written notice from Tenant specifying such failure, Tenant's may pursue any remedy allowed by applicable law. Unless and until Landlord fails to so cure any default after such notice, Tenant shall not have any remedy or cause of action by reason thereof. All obligations of Landlord hereunder will be construed as covenants, not conditions; and all such obligations will be binding upon Landlord only during the period of its possession of the premises and not thereafter. The term "Landlord" shall mean only the owner, for the time being, of the Premises and, in the event of the transfer by such owner of its interest in the Premises, such owner shall thereupon be released and discharged from all covenants and obligations of the Landlord thereafter accruing, provided that such covenants and obligations shall be binding during the Lease term upon each new owner for the duration of such owner's ownership.

H. Tenant's Personal Property. If Landlord repossesses the Premises pursuant to the authority herein granted, or if Tenant vacates or abandons all or any part of the Premises, then, in addition to Landlord's rights under Paragraph 19 hereof, Landlord shall have the right to (i) keep in place and use, or (ii) remove and store, all of the furniture, fixtures and equipment at the Premises, including that which is owned by or leased to Tenant, at all times prior to any foreclosure thereon by Landlord or repossession thereof by any lessor thereof or third party having a lien thereon. The rights of Landlord herein stated shall be in addition to any and all other rights that Landlord has or may hereafter have at law or in equity, and Tenant stipulates and agrees that the rights granted Landlord under this paragraph are commercially reasonable.

20. MORTGAGES. Tenant accepts this Lease subject and subordinate to any mortgages and/or deeds of trust now or at any time hereafter constituting a lien or charge upon the Premises. Tenant, at any time hereafter on request, shall execute any instruments, releases or other documents that may be required by any mortgagee, trustee or holder for the purpose of

subjecting and subordinating this Lease to the lien of any such mortgage. Tenant shall not terminate this Lease or pursue any other remedy available to Tenant hereunder for any default on the part of Landlord without first giving written notice by certified or registered mail, return receipt requested, to any mortgagee, trustee or holder of any such mortgage or deed of trust, the name and post office address of which Tenant has received written notice, specifying the default in reasonable detail and affording such mortgagee, trustee or holder a reasonable opportunity (but in no event less than thirty (30) days) to make performance, at its election, for and on behalf of Landlord.

21. **MECHANIC'S LIENS.** Tenant has no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord or Tenant in the Premises. Tenant will save and hold Landlord harmless from any and all loss, cost or expense, including without limitation attorneys' fees, based on or arising out of the asserted claims or liens against the leasehold estate or against the right, title and interest of the Landlord in the Premises or under the terms of this Lease.

22. **MISCELLANEOUS.**

A. **Interpretation.** The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.

B. **Binding Effect.** Except as otherwise herein expressly provided, the terms, provisions and covenants and conditions in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, executors, personal representatives, legal representatives, successors and assigns.

C. **Evidence of Authority.** Tenant agrees to furnish to Landlord, promptly upon demand, a corporate resolution, proof of due authorization by directors or other appropriate documentation evidencing the due authorization of such party to enter into this Lease.

D. **Force Majeure.** Landlord shall not be held responsible for delays in the performance of its obligations hereunder when caused by material shortages, acts of God, labor disputes or other events beyond the control of Landlord.

E. **Payments Constitute Rent.** Notwithstanding anything in this Lease to the contrary, all amounts payable by Tenant to or on behalf of Landlord under this Lease, whether or not expressly denominated as rent, shall constitute rent.

F. **Estoppel Certificates.** Tenant agrees, from time to time, within twenty (20) days after request of Landlord, to deliver to Landlord, or Landlord's designee, an estoppel certificate stating that this Lease is in full force and effect, the date to which rent has been paid, the unexpired term of this Lease, any defaults existing under this Lease (or the absence thereof) and such other factual or legal matters pertaining to this Lease as may be requested by Landlord.

G. Entire Agreement. This Lease constitutes the entire understanding and agreement of Landlord and Tenant with respect to the subject matter of this Lease, and contains all of the covenants and agreements of Landlord and Tenant with respect thereto. Landlord and Tenant each acknowledge that no representations, inducements, promises or agreements, oral or written, have been made by Landlord or Tenant, or anyone acting on behalf of Landlord or Tenant, which are not contained herein, and any prior agreements, promises, negotiations or representations not expressly set forth in this Lease are of no force or effect. This Lease may not be altered, changed or amended except by an instrument in writing signed by both parties hereto.

H. Survival of Obligations. All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the term of this Lease shall survive the expiration or earlier termination of the term hereof, including without limitation all payment obligations with respect to personal property taxes and insurance and all obligations concerning the condition and repair of the Premises.

I. Severability of Terms. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then, in such event, 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 the parties to this Lease that in lieu of each clause or provision of this Lease 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 as may be possible and be legal, valid and enforceable.

J. Broker's Commission. Landlord and Tenant represent and warrant that they have dealt with and will deal with no broker, agent or other person in connection with this transaction and they agree to indemnify and hold each other harmless from and against any claims by any broker, agent or other person other than claiming a commission or other form of compensation by virtue of having dealt with Landlord or Tenant with regarding to this leasing transaction.

K. Ambiguity. Landlord and Tenant hereby agree and acknowledge that this Lease has been fully reviewed and negotiated by both Landlord and Tenant, and that Landlord and Tenant have each had the opportunity to have this Lease reviewed by their respective legal counsel.

L. Third Party Rights. Nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the parties hereto, any right or remedy under or by reason of this Lease.

M. Exhibits and Attachments. All exhibits, attachments, riders and addenda referred to in this Lease, and the exhibits listed herein below and attached hereto, are incorporated into this Lease and made a part hereof for all intents and purposes as if fully set out herein. All capitalized terms used in such documents shall, unless otherwise defined therein, have the same meanings as are set forth herein.

N. Applicable Law. This Lease has been executed in the State of Texas and shall be governed in all respects by the laws of the State of Texas.

23. NOTICES Each provision of this instrument or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivering of notice or the making of any payment by Landlord to Tenant or with reference to the sending, mailing or delivering of any notice or the making of any payment by Tenant to Landlord shall be deemed to be complied with when and if the following steps are taken.

(i) All rent and other payments required to be made by Tenant to Landlord hereunder shall be payable to Landlord at the address for Landlord set forth below or at such other address as Landlord may specify from time to time by written notice delivered in accordance herewith. Tenant's obligation to pay rent and any other amounts to Landlord under the terms of this Lease shall not be deemed satisfied until such rent and other amounts have been actually received by Landlord.

(ii) All payments, if any, required to be made by Landlord to Tenant hereunder shall be payable to Tenant at the address set forth below, or at such other address within the continental United States as Tenant may specify from time to time by written notice delivered in accordance herewith.

(iii) Except as expressly provided herein, any written notice, document or payment required or permitted to be delivered hereunder shall be deemed to be delivered when received or, whether actually received or not, when deposited in the United States Mail, postage prepaid, Certified or Registered Mail, addressed to the parties hereto at the respective addresses set out below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith.

24. ACCESS TO PREMISES Tenant shall have access to the Premises, including the improvements and all parking areas twenty four (24) hours a day seven (7) days a week.

25. KEYS Landlord shall provide Tenant three (3) sets of keys to all locks on the Premises.

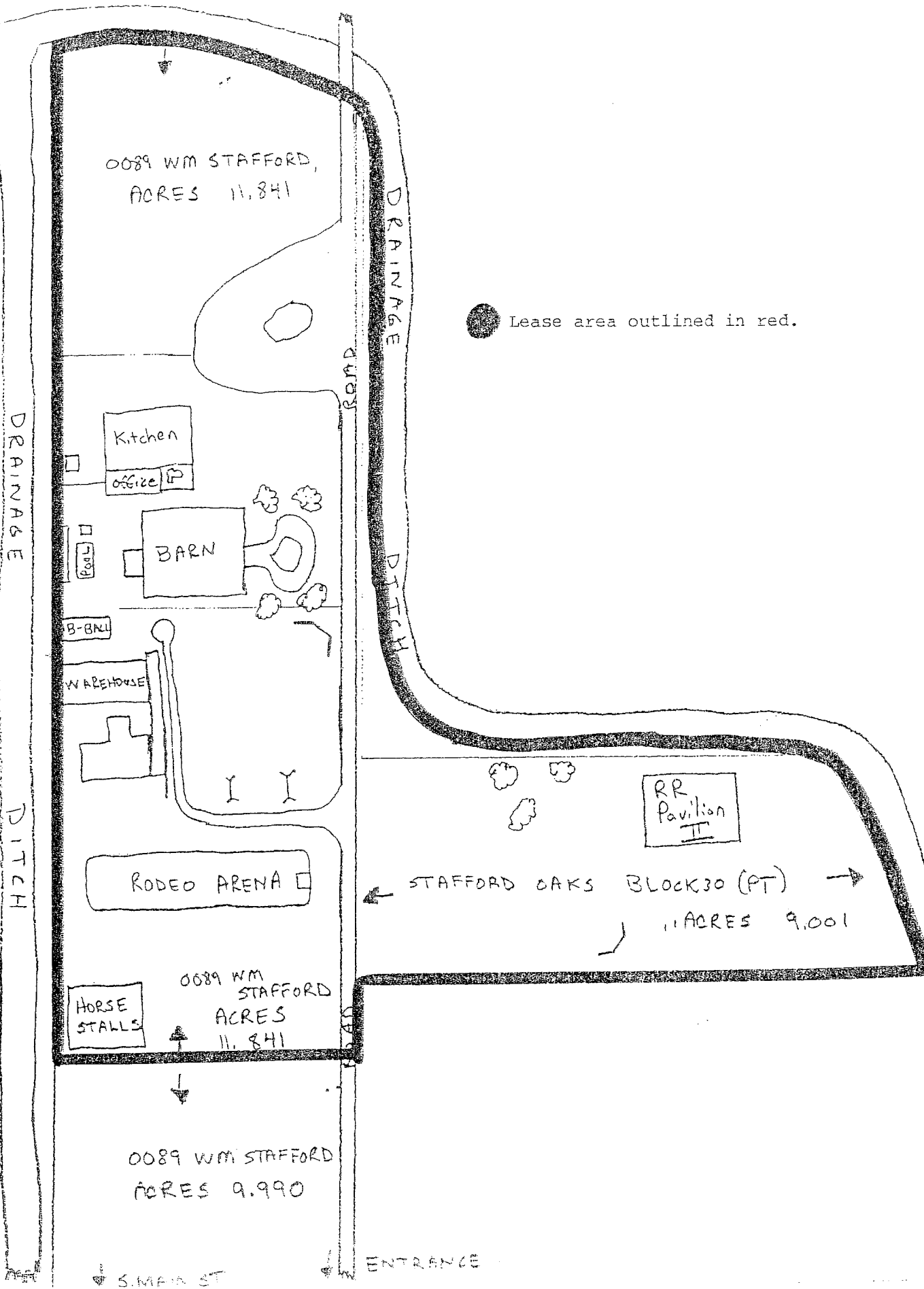
26. EXISTING CONTRACTS & DEPOSITS Tenant shall fulfill all existing contracts for catering and events to be held on the Premises and entered into prior to the execution of this Lease provided that Landlord has disclosed to Tenant all such contracts. Landlord will promptly deliver to Tenant upon execution of this Lease all deposits it has received relating to such contracts. Any commissions already received by Tenant will be deducted from the deposit amount.

27. OPTION TO RENEW Tenant shall have an option to renew this Lease for two (2) additional terms of five (5) years each upon written notice to Landlord given three (3) months prior to the end of the term hereof or any renewal term. The monthly Base Rent for the first renewal term shall be \$10,000.00 and for the second renewal term shall be \$11,000.00.

28. RIGHT OF FIRST REFUSAL Tenant shall have a right of first refusal to purchase any or all of the Premises and any or all of the remaining portion of the thirty-seven (37) acre

Homestead

Legal Description of Premises



tract of which the Premises are a part. Landlord shall provide Tenant written notice of any bona fide offer by a third party to purchase any or all of the Premises or any or all of the remaining portion of the thirty-seven (37) acre tract of which the Premises are a part. Tenant may exercise such right of first refusal at any time within thirty (30) days after receipt of notice from Landlord by giving Landlord written notice of its intention to exercise its right. Closing will occur within sixty (60) days thereafter.

29. REQUIRED LICENSES AND PERMITS In the event Tenant, through no fault of its own, is unable to acquire any licenses or permits critical to the operation of its business at the Premises within ninety (90) days from the date of this Lease, then Tenant shall have the right to terminate this Lease upon ten (10) days written notice to Landlord.

EXECUTED on the day and year written above.

LANDLORD:

REGAL RANCH GP, LLP

By [Signature]
Its Managing Partner R. Ranch LP, LL

Address: _____

TENANT:

FIESTA EVENTS, INC.

By [Signature]
DONALD R. GARCIA
Its President

Address: 2600 E. HWY 290
Dripping Springs, TX 78620

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

3/27/03

PRODUCER

Daren W. Ross Insurance
3301 Northland Dr., Suite 405
Austin, Tx 78731
512-459-3972

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS. UPON THE CERTIFICATE
HOLDER THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

THE TERRACE FIESTA RANCH
FIESTA EVENTS INC, DBA: REGAL RANCH
10906 RED GATE LANE
AUSTIN, TX 78739
512-894-5400

INSURER A: TRUCK INSURANCE EXCHANGE

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR	35 06924 55 73	07/01/02	07/01/03	EACH OCCURRENCE \$2,000,000
					FIRE DAMAGE (Any one fire) \$50,000
					MED EXP (Any one person) \$5,000
					PERSONAL & ADV INJURY \$2,000,000
					GENERAL AGGREGATE \$2,000,000
A	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC <input type="checkbox"/>	35 06924 55 73	07/01/02	07/01/03	PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	35 06924 55 73	07/01/02	07/01/03	COMBINED SINGLE LIMIT (Per accident) \$2,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				EL EACH ACCIDENT \$
					EL DISEASE - EA EMPLOYEE \$
					EL DISEASE - POLICY LIMIT \$
A	OTHER BUS PROPRT	35 06924 55 73	07/01/02	07/01/03	SEE BELOW SCHEDULE
	TENANT LIABILITY	35 06924 55 73	07/01/02	07/01/03	\$75,000 PER OCCURRENCE
	LIQUOR LIABILITY	35 06924 55 73	07/01/02	07/01/03	\$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

- (1) 2600 HWY 290 E DRIPPING SPRINGS, TX 78620 * BUSINESS PERSONAL PROP \$41,600*
(2) 10906 RED GATE LANE AUSTIN, TX 78739 * BUSINESS PERSONAL PROP \$25,000*
(3) 4011 SOUTH MAIN STAFFORD, TX 77477 * BUSINESS PERSONAL PROP \$50,000*

CERTIFICATE HOLDER FOR LOCATION 3; FIESTA EVENTS INC, DBA: REGAL RANCH

CERTIFICATE HOLDER

☒ ADDITIONAL INSURED; INSURER LETTER:

REGAL RANCH PARTNERS, L.T.D.
4001 SOUTH MAIN
AUSTIN, TX 77477

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

EXHIBIT B

