

**THIRD AMENDMENT AND EXTENSION
OF LEASE AGREEMENT**

THE UNIVERSITY OF TEXAS SYSTEM

This Third Amendment and Extension of Lease Agreement ("Amendment") is entered into by and between **POLK COUNTY** ("Lessor") and the **BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, for the use and benefit of The University of Texas Medical Branch at Galveston** ("Lessee"), effective as of May 1, 2007.

RECITALS

- A. Effective May 17, 1996, Lessor and Lessee entered into that Lease Agreement (the "Lease") having a term commencing effective December 1, 1995, and ending on November 30, 1996, wherein Lessor leased to Lessee and Lessee leased from Lessor approximately 10,524 net usable square feet of space in the Polk County Regional Health Center located at 410 East Church Street in the City of Livingston, Polk County, Texas, as more specifically described in the lease.
- B. Lessor and Lessee subsequently amended the original Lease by a First Amendment dated December 1, 1996, which extended the term of the Lease to provide for expiration on November 30, 2001. Lessor and Lessee subsequently amended the original Lease by a Second Amendment dated November 1, 2001, which extended the term of the Lease to provide for expiration on November 30, 2006. Lessor and Lessee extended the original lease month-to-month by Letter dated November 9, 2006, which extended the term of the Lease until this Third Amendment is effective as of May 1, 2007.
- C. Lessor and Lessee wish to modify the Lease to extend the term of the Lease and to enter into this Amendment to evidence the extension of the Lease as provided herein.

AGREEMENT

In consideration of the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree to amend the Lease as follows:

1. Extension of Lease Term. The term of the Lease is extended for an additional period commencing May 1, 2007 and ending on December 31, 2011, unless sooner terminated as provided in the Lease. Lessor and Lessee agree that execution of this Amendment by both parties is effective to extend the term, and any other conditions for extension contained in the Lease are hereby waived for the purposes of this renewal term. Following the extension of the term pursuant to this Amendment, any additional extensions of the term shall be governed by the provisions of the Lease.

2. Property Leased. The square feet of net usable space is reduced from 10,524 square feet to ^{4,330}~~4,521~~ square feet. A revised Exhibit A of the floor plan is attached hereto. Lessor and Lessee acknowledge that Lessee also occupies ^{approximately} 3,165 square feet under a separate lease agreement.

3. Monthly Rental. Lessor will pay Lessor a rental of not more than TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00), per month during the term commencing May 1, 2007 and ending on December 31, 2011.

4. Ratification and Defined Terms. Except as amended or modified by this Amendment, the Lease shall continue in full force and effect as therein provided and the Lease is hereby ratified in all respects by Lessor and Lessee. Except as otherwise defined in this Amendment, each of the terms used herein shall have the same meaning assigned to such terms in the Lease.


IN WITNESS WHEREOF, Lessor and Lessee have caused this Amendment to be executed by their authorized representatives, to be effective as of the year and date first above written.

LESSOR:

LESSEE:

POLK COUNTY

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM FOR THE USE AND BENEFIT OF THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

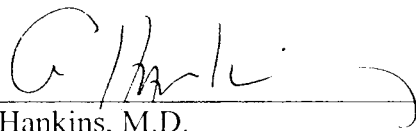
By: 
Title: _____

By: _____
Lawrence E. Revill
Vice President of Finance

Date Signed: _____

Date Signed: _____

APPROVED BY:

By:  _____
Gary D. Hankins, M.D.
Chair, Department of OB/GYN

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF GALVESTON§

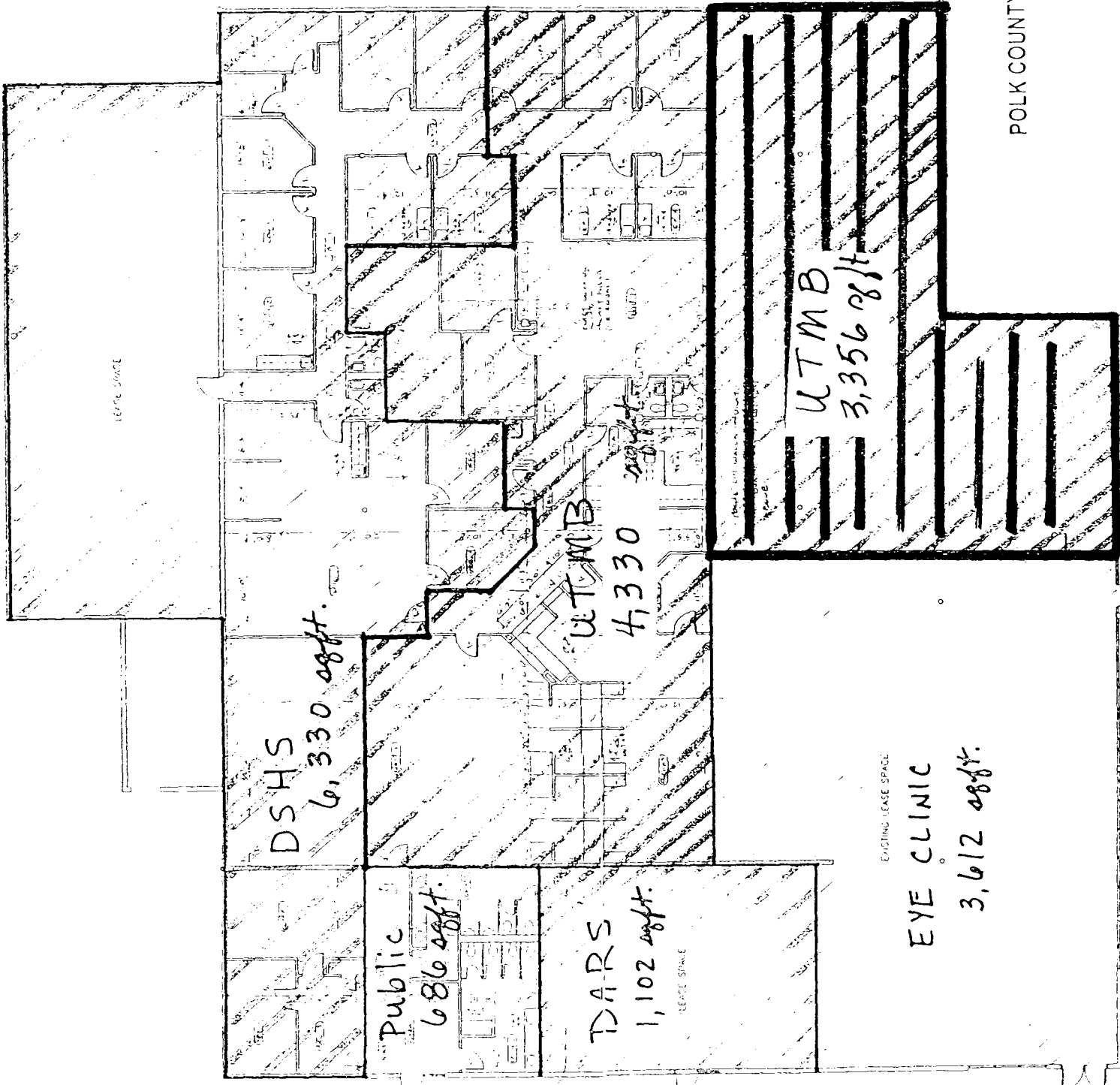
This instrument was acknowledged and sworn to before me on the _____ day of _____, 2007, by Lawrence E. Revill, Vice President of Finance, on behalf of the Board of Regents of The University of Texas System, Lessee.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF POLK §

This instrument was acknowledged and sworn to before me on the _____ day of _____, 2007, by _____, _____ on behalf of Polk County, Lessor.

Notary Public, State of Texas



DSHS
 DARS
 UTMB
 PUBLIC
 EYE CLINIC

6,330
 1,102
 7,686
 686
 3,612

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