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EXHIBIT 404B

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LEASE AGREEMENT

This Lease, made this 1ST day of February, 1994, between Don Carter's All Star Lanes - West, Ltd., a Texas limited partnership, having its office at 10920 Composite, Dallas, TX 75229, hereinafter referred to as "Landlord," and Parker College of Chiropractic, a Texas not for profit corporation, whose address is 2500 Walnut Hill Lane, Dallas, TX 75229-5612, hereinafter referred to as "Tenant".

Landlord, in consideration of the premises and of the rents hereinafter set out and of the covenants, agreements and conditions herein contained to be kept and performed on the part of Tenant, does hereby rent to Tenant, and Tenant does hereby lease the parcel or parcels of land containing approximately 100 parking spaces as more specifically described by a plat attached hereto as Exhibit "A" together with the right of access to such property from Ables Street. Such parcel of land is situated in the City of Dallas, County of Dallas, and State of Texas.

(1) The Demised Premises. The above described property is herein referred to as the "Demised Premises" or "Premises" and is to be used solely for parking of automobiles, light trucks and motorcycles during the Tenant's school terms.

(2) Term. To have and to hold the Demised Premises unto Tenant upon and subject to all the terms and conditions herein contained, on a month-to-month basis beginning February 1, 1994. (See Paragraph (19) herein regarding specific requirements of termination of rental term, which termination provisions shall be in effect instead of month-to-month termination provisions.) Tenant takes subject to all restrictions, easements, zoning ordinances, building and use restrictions, and all other laws, ordinances, rulings or regulations applicable to the Demised Premises.

And Tenant does covenant and agree to and with Landlord as follows:

(3) Rent. As rental payment for the lease of the Premises, Tenant hereby agrees to pay the sum of Eight Hundred Thirty-Three and 33/100 Dollars (\$833.33) per month, on or about the 1st day of the month during the term hereof commencing February 1, 1994, and on the first day of each month thereafter, as rent in advance.

As Additional Rent, Tenant agrees and covenants to provide security for the Premises from 6:30 a.m. to 5:00 p.m. during each school day.

Tenant also agrees to pay such other sums as are hereinafter provided to be paid as additional rent and

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any and all other sums and charges hereinafter specified by separate payment without setoff or deduction whatsoever.

Rental payments should be made reasonably in advance in order for Landlord to receive payment on the 15th day of each month. Should any monthly rental payment be postmarked on or subsequent to the 15th business day of each month, the parties hereby agree that the amount of damages sustained by the Landlord as a result of such delinquency would be impractical or extremely difficult to fix, but that five percent (5%) of the total monthly rental payment would be a reasonable estimate of Landlord's damages and, therefore, that Tenant shall pay to Landlord as liquidated damages for any such delinquency a late charge equal to five percent (5%) of the total monthly rental payment.

(4) Taxes and Assessments. All matters pertaining to the assessment and taxation of any of Tenant's personal property shall be Tenant's sole responsibility. All matters pertaining to assessment of ad valorem taxes on land, buildings and Landlord's personal property included on the Demised Premises shall be the sole responsibility of the Landlord. Landlord shall pay all real and personal property taxes and assessments.

In the event Landlord shall have received excess additional rentals from Tenant, any such excess may be refunded to Tenant, provided Tenant shall not be indebted to Landlord under other provisions of this Lease or shall be applied as a credit to any future additional rent Tenant may be obligated to pay.

If at any time during the term hereof, or during any renewal or extension of this Lease, any charge or gross receipt tax on rents (or tax or charge measured by rents), or sales tax attributable to or based upon rental income which shall be payable by or chargeable to Landlord under any law or future law of the United States or the state in which the Demised Premises are located, or any political subdivision thereof, or any other governmental agency or authority, upon or with respect to the rent received by Landlord under this Lease, or against Landlord in lieu of or as a substitute for all or any part of taxes, levies, assessments or any other impositions upon the Demised Premises or any part thereof, then Tenant shall pay same in accordance with the terms and provisions of this Paragraph (4).

(5) Repairs and Maintenance. Except as specifically provided herein, Landlord covenants and agrees that

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it will, at its own expense, during the continuance of this Lease, put, place and keep the Demised Premises, in good order and repair, and Landlord shall promptly make any and all repairs or replacements necessary for that purpose, (except as provided herein) whether or not such repairs or replacements shall be of structural nature, and whether or not the same can be said to be within the present contemplation of the parties hereto. Tenant shall be responsible for repairs for damage to the Premises not due to normal wear and tear consistent with the use of the Premises specified in Paragraph (1) above. Landlord may have access to the Demised Premises at all times for the purpose of inspecting or repairing the same. Where an inspection reveals repairs or replacements are necessary which are the obligation of the Landlord or Tenant, Landlord or Tenant shall give Tenant or Landlord, as the case may be, notice in writing, and thereupon Tenant or Landlord, as the case may be, will, within thirty (30) days after said notice, make such repairs in a good and workmanlike manner. In the event Tenant or Landlord, as the case may be, does not make the said repairs or replacements within thirty (30) days after notice from Landlord or Tenant, as the case may be, Landlord or Tenant may enter upon the premises and make the said repairs or replacements itself and charge the cost thereof to Landlord or Tenant, as the case may be.

(6) Surrender. Tenant shall on the last day of the term of this Lease peaceably surrender and deliver up the Demised Premises into the possession of Landlord, its successors when delivered to Tenant, excepting only damage or loss caused by normal wear and tear.

(7) Condition of Premises at Time of Lease. Tenant further acknowledges that it has examined the Demised Premises prior to the making of this Lease, and knows the condition thereof, has been made aware of Landlord's repair plans, and that no representations as to the condition or state of repairs thereof have been made by Landlord or its agents, which are not herein expressed, and Tenant hereby accepts the Demised Premises in their present condition subject to all faults of every kind and nature whatsoever whether latent or patent and whether now or hereafter existing.

(8) Laws, Ordinances, Etc. Tenant will at all times during the term of this Lease, at its proportionate share of any cost and expense, perform and comply with all present or future laws, rules, orders, ordinances and regulations of the United States of America, and of state, county or city governments, and any authority, department or bureau thereof, and of any other municipal,

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governmental or lawful authority having jurisdiction over the premises whatsoever, relating to or in any manner affecting the Demised Premises, or the use thereof by Tenant. Without limiting the generality hereof, Tenant acknowledges and agrees to comply with conditions or restrictions respecting use of the Demised Premises. In the event Tenant shall fail to perform any obligation required hereunder and such failure shall continue for a period of five (5) days after written notice to Tenant from either Landlord or a governmental agency authorized to enforce any law, ordinance or regulation, Landlord may, but shall be under no obligation to, perform on Tenant's behalf, provided, however, that Tenant shall pay Landlord any costs incurred thereby.

(9) Covenant Against Assignment, Subletting. Tenant shall not assign this Lease or hypothecate or mortgage the same or sublet the Demised Premises or any part thereof without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion, and any assignment (whether it is voluntary, involuntary or by operation of law), transfer, hypothecation, mortgaging or subletting without the written consent of Landlord shall be void, shall entitle Landlord to terminate this Lease and shall constitute a default. The written consent by Landlord to one of the aforementioned transactions shall not be deemed a waiver of the right to require such written consent to all future transactions.

(10) Alterations, Additions and Improvements. Tenant shall not make any alterations, changes, additions or improvements to the Demised Premises without Landlord's written consent, and all alterations, changes, additions or improvements made by either of the parties hereto upon the Demised Premises, shall become the property of Landlord and shall remain upon and be surrendered with the Demised Premises upon the expiration of this Lease, or any sooner termination thereof, except as Landlord may elect otherwise as hereinafter provided. If Landlord shall so elect, then such alterations, changes, additions, or improvements made by Tenant upon the Demised Premises, as Landlord shall select, shall be removed by Tenant and Tenant shall restore the Demised Premises to the original condition thereof at its own cost and expense within thirty (30) days after notice from Landlord of such election, such notice to be given not later than twenty (20) days following the expiration of the term of this Lease.

(11) Right to Mortgage and Lease. This Lease is and shall be subject and subordinate to all mortgages and

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ground or underlying leases which may now or hereafter affect the real property demised hereunder, and to all renewals, modifications, consolidations, replacements and extensions thereof. In confirmation of such subordination, Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages as shall be desired by Landlord, any mortgagees or proposed mortgagees. Tenant hereby irrevocably appoints Landlord the attorney-in-fact of Tenant to execute and deliver any such instrument or instruments for and in the name of Tenant. Tenant further covenants and agrees to execute upon demand such further instrument or instruments (including cancellation and re-execution of this Lease as a sublease) necessary to create a sublease of the Demised Premises to Tenant upon the same terms and conditions as are provided herein in the event that Landlord effects a sale and leaseback of the Demised Premises. Landlord represents that it has the authority and capacity to enter into this lease agreement.

(12) Public Liability Insurance. Tenant, at its expense, shall provide and keep in force for the benefit of Landlord and Tenant, respectively, comprehensive general liability insurance in the minimum limits of liability with respect to bodily injury of \$1,000,000 for each person and \$5,000,000 for each occurrence, and in respect to property damage, \$1,000,000 for each accident. The insurance shall include contractual liability coverage specifically insuring the agreements made by Tenant in this Paragraph (12) and in Paragraph (13) following, shall cover the entire Demised Premises, including sidewalks, streets and ways adjoining the Demised Premises, shall be issued by insurance companies in a form satisfactory to Landlord, shall name Landlord as an additional named insured and shall provide for at least ten (10) days prior written notice to Landlord in the event of cancellation or any material change. Copies of such policy or policies shall be delivered to Landlord prior to the commencement of the term of this Lease and thereafter no later than ten (10) days prior to the expiration date of the policy then in force.

(13) Damage to Person or Property Indemnification. Landlord shall not in any event be responsible, and Tenant hereby specifically assumes responsibility for any injury or death of any persons (including employees of Tenant and students of Tenant but excepting employees and customers of Landlord) and any damage or loss of use of any property, including the Demised Premises (except as specifically provided otherwise herein) or the property

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of students of Tenant occasioned by any event happening on or about the Demised Premises and the sidewalks, streets, ways and curbs adjacent to the Demised Premises from 6:30 a.m. to 5:00 p.m. CST, Monday through Friday during the school term. Tenant shall defend, indemnify and hold harmless Landlord from and against any and all claims, demands, suits, damages, liability and costs, including counsel fees and expenses) arising out of, or in any manner connected with any act or omission, negligent or otherwise of Tenant, or any third persons, except employees and customers of Landlord or any of its agents, servants or employees which arise out of or are in any way connected with the erection, maintenance, use, operation, existence or occupation of the Demised Premises and the sidewalks, streets, ways and curbs adjacent to the Demised Premises from 6:30 a.m. to 5:00 p.m. CST, Monday through Friday during the school term.

Tenant further shall defend, indemnify and hold harmless Landlord from claims, demands, suits, liability for damages for bodily injury or death of any persons, or damage or destruction of any property (including loss of use thereof) caused by or in any manner arising out of any breach, violation or non-performance by Tenant of any covenant, term or provision of this Lease.

(14) Eminent Domain. If the entire property of which the Demised Premises forms a part shall be taken by reason of the exercise of the power of eminent domain for any public or quasi public use or purpose, this Lease shall terminate on the date title to the Premises vests in the taking authority, and rent shall be prorated to such date of termination. If a part of said property be so taken and the part not so taken is, in the opinion of Tenant, insufficient for the reasonable operation of Tenant's business, such opinion to be delivered to Landlord within twenty (20) days after title to the property vests in the taking authority, then either party may cancel or terminate this Lease at any time within thirty (30) days after such opinion is given, by giving the other party written notice of cancellation of this Lease, and rent shall be prorated to the effective date of cancellation. All damages awarded for such taking, except damages awarded for trade fixtures and/or furniture of Tenant, shall belong to and be the property of Landlord whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Premises herein elapsed or for improvements to the Demised Premises made by Tenant. In the event that neither party gives notice to the other of cancellation as hereinabove in this paragraph provided, this Lease shall continue in full force and effect as to

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that portion of the Premises not so taken under the same terms and conditions herein contained, except that monthly rental payable thereafter shall be abated by the actual amount of the award, less Landlord's costs incurred in such proceedings and the cost of restoration hereafter provided.

(15) Mechanic's Liens. Tenant shall not do or suffer anything to be done whereby the Demised Premises may be encumbered by any mechanic's or other lien or order for the payment of money, and Tenant shall at its own costs and expense, whenever and as often as any mechanic's lien purporting to be for labor, material or services furnished or to be furnished to Tenant, or other lien or order for the payment of money (except such as are based on acts or omissions of Landlord) shall be filed against the Demised Premises, cause the same to be cancelled and discharged of record within thirty (30) days after the date of filing thereof. Tenant further agrees to indemnify and save harmless Landlord from and against any and all costs, expenses, claims, losses or damages, resulting therefrom or by reason thereof.

(16) Defaults, Remedies. If Tenant shall fail to pay to Landlord any installment of rent, or any additional rent or other charges and when the same are required to be paid hereunder, and such default shall continue for a period of thirty (30) days after notice, then in addition to the other provisions contained elsewhere herein and below, Landlord may, but shall be under no obligation to deduct such sum from any other of Tenant's accounts or funds in Landlord's possession, or if Tenant shall default in the performance of any of the other terms, covenants or conditions of this Lease and such default shall continue for a period of thirty (30) days after notice (except as otherwise in this Lease provided) or if any of the events set forth in Paragraph (26)(b) hereinafter occur, or if Tenant shall be lawfully dispossessed from the Demised Premises during the term of this Lease, then Landlord, without prejudice to any remedies which may be available for arrears of rent or for Tenant's breach of covenant, and after seven (7) days written notice of its intent to terminate Tenant's right to use the property, such notice being given by certified mail to Dr. Neil Stern, Executive Vice President of Landlord at Parker College of Chiropractic, 2500 Walnut Hill Lane, Dallas, Texas, 75229-5612, with a courtesy copy to Mr. Ray Green, Attorney at Law, 170 East Parker Plaza, 2550 Walnut Hill Lane, Dallas, Texas, 75229, shall have the option to declare this Lease immediately forfeited and the Primary Lease Term or any renewal term ended and to reenter and dispossess Tenant from such

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premises with or without process of law, using such force as may be necessary to remove all persons or chattels therefrom and Landlord shall not be liable to any prosecution for any damages by reasons of such re-entry or forfeiture. Notwithstanding such re-entry by Landlord, the Tenant shall, nevertheless, remain and continue liable to Landlord in a sum equal to the lesser of the rental due for the balance of the remaining Primary Lease Term or renewal term of this Lease or three (3) months rent at the then current rental amount, such sum of money to be as liquidated damages, agreed on between Landlord and Tenant, the actual damages suffered by Landlord by such breach being difficult, if not impossible to ascertain. Such liquidated damages shall be the sole monetary damages recoverable by Landlord against Tenant for breach of its covenant to pay rental to Landlord. In the event of a breach or threatened breach by Tenant of any other of the covenants or provisions of this Lease, Landlord shall have the right of injunction and the right to invoke any penalty allowed at law or in equity as if re-entry summary proceedings and other remedies were not herein provided for.

Reference in this Lease to any particular remedy shall not preclude Landlord from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or disposed for any use, or in the event of Landlord obtaining possession of the Demised Premises, by reason of the violation of Tenant of any of the covenants and conditions of this restricted to its technical legal meaning, but is used in its broadest sense.

(17) Effect of Waiver. The failure of Landlord or Tenant to insist in any one or more instances upon the strict performance of any of the terms, covenants, conditions and agreements of this Lease, or to exercise any option herein conferred, shall not be considered as waiving or relinquishing for the future any such terms, covenants or conditions, agreements or options, but the same shall continue and shall remain in full force and effect; and the payment or receipt of any rent or any part thereof, whether the rent be that specifically reserved or that which may become payable under any of the covenants herein contained or whether the same be received from Tenant or from anyone claiming under or through it or otherwise, shall not be deemed to operate as a waiver of the rights of Landlord to enforce the payment of rent or charges of any kind previously due or which may thereafter become due, or the right to terminate this Lease and to recover possession of the

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Demised Premises by summary proceedings or otherwise, as Landlord may deem proper, or to exercise any of the rights or remedies reserved to Landlord or Tenant, as the case may be, hereunder or which Landlord or Tenant, as the case may be, may have at law, in equity or otherwise.

(18) Holding Over. In the event that Tenant shall remain in the Demised Premises after the expiration or sooner termination of the term of this Lease without having executed a new written Lease with Landlord, such holding over shall not constitute a renewal or extension of this Lease. Landlord may, at its option, elect to treat Tenant as one who has not removed at the end of this term, and thereupon be entitled to all the remedies against Tenant provided by law in that situation, or Landlord may elect, at its option, to treat such holding over as a tenancy upon the same terms and conditions herein stated, except that such tenancy shall be a month-to-month basis only.

(19) Termination Provisions. This lease shall automatically be renewed on a month-to-month basis unless either party delivers to the other party at least sixty days prior written notice of such party's intent to terminate this lease specifying the date of such termination which shall be only at the end of a calendar month. Such provisions regarding notice of termination shall be in effect during the term of this lease and not common law month-to-month termination provisions.

(20) Entire Agreement. This Lease contains the entire agreement between the parties as to the Premises and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

(21) Notices. Any notice, bill, statement or communication which Landlord may desire or be required to give to Tenant, shall be deemed sufficiently given or rendered if in writing, delivered to Tenant personally or sent by registered or certified mail addressed to Tenant at the Demised Premises or at the last known business address of Tenant or left at either of the aforesaid places addressed to Tenant, and the time of the rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is delivered to Tenant, mailed or left at the Premises as herein provided. Any notice by Tenant to Landlord must be served by registered or certified mail addressed to Landlord at the address hereinabove set forth or at such other address as Landlord shall designate by written notice.

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(22) Signs. Tenant agrees it will not erect or cause to be erected any signs, notices or advertisements upon the Demised Premises or affix any such thereto, unless the same shall be erected and affixed according to all laws, local regulations and ordinances and shall have been approved in advance in writing by Landlord which shall not be unreasonably withheld. Tenant shall not erect any sign that by reason of its weight or size might damage the demised Premises, nor shall Tenant paint any signs, notices or advertising on the exterior walls of the building or buildings without Landlord's written consent. Signs placed on the Premises by Tenant shall be removed by it not later than the expiration date of this Lease or any sooner termination thereof, unless Landlord and Tenant agree otherwise, and upon removal of any such signs, Tenant shall restore the Demised Premises to their original condition.

(23) Quiet Enjoyment. Upon paying the rent, additional rent and other sum or sums of money and charges as herein provided and upon performing all of the covenants, conditions and agreements aforesaid, on Tenant's part to be paid, observed and performed, Tenant shall and may peaceably and quietly have, hold and enjoy the Demised Premises for the term aforesaid, subject, however, to the terms of this Lease.

(24) Successors and Assigns. Except as otherwise provided herein, the terms and conditions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors or assigns.

(25) Severability. If it shall be found that any part of this Lease is illegal or unenforceable in any state or other political body having jurisdiction, such part or parts of the Lease shall be of no force and effect in that state or political body in which they are illegal and unenforceable and this Lease shall be treated as if such part or parts had not been inserted.

(26) Environmental.

(a) Landlord shall indemnify and hold harmless Tenant, its officers, directors, successors and assigns, from and against any and all claims arising from any Hazardous Environmental Condition (defined herein) existing prior to the term of this Lease and during the term of this lease except as described in Paragraph (26) (b). The term "Hazardous

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Environmental Condition shall mean any condition in or about the Demised Premises arising from or in connection with any source or cause whatsoever which either (a) has caused or has the potential of causing bodily injury or property damage or (b) has the potential of being deemed by any governmental jurisdiction with authority (i) an environmental hazard of any nature or (ii) a situation which may (x) require the implementation of a remedial program or (y) result in the imposition of fines or penalties or (z) impose any obligation upon the user of the Demised Premises. This clause shall survive termination of this lease.

(b) Tenant shall indemnify and hold harmless Landlord, its partners, successors and assigns, from and against any and all claims arising from any Hazardous Environmental Condition (as defined above) which arises during the term of or may be created during the term of this Lease by Tenant or someone within the control of Tenant or its invitees, agents or representatives. This clause shall survive termination of this Lease.

(27) Marginal Notes. The headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease. Words of any gender in this Lease shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

(28) Attorney's Fees. In the event that legal action is commenced by any of the parties hereto to interpret or to enforce the terms of this Lease or to recover damages as a result of the breach thereof, the party prevailing in any such action shall be entitled to recover from the other party or parties all reasonable attorney and costs incurred by the prevailing party.

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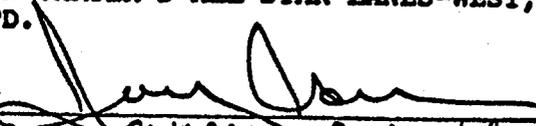
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IN WITNESS WHEREOF, the parties hereto have executed this lease in person or by a duly authorized officer on the day and year stated in the commencement.

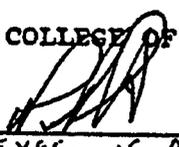
LANDLORD:

DON CARTER'S ALL STAR LANES-WEST, LTD.

BY 
Its GENERAL PARTNER

TENANT:

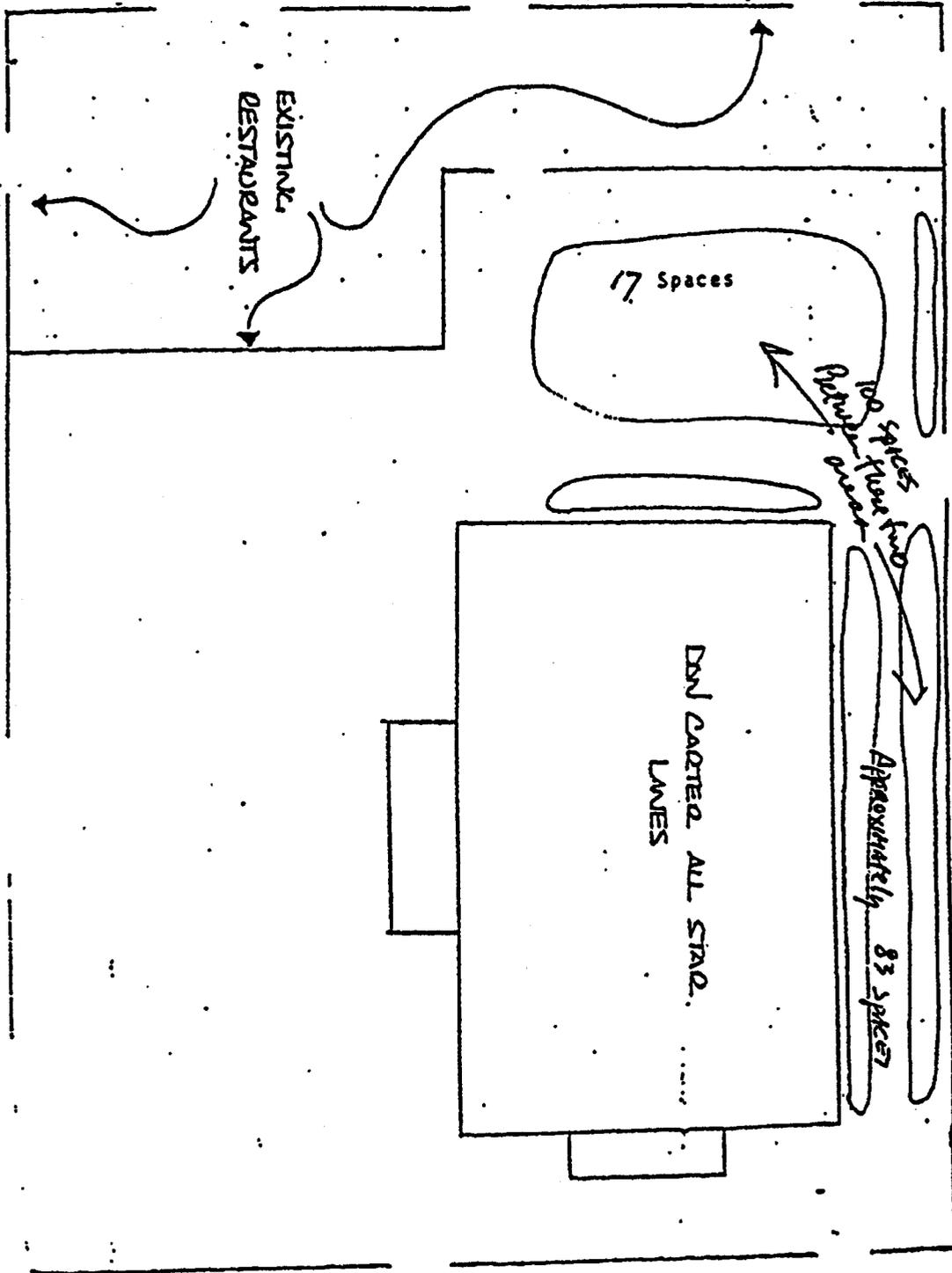
PARKER COLLEGE OF CHIROPRACTIC

BY 
Its EXEC. V. P.

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