

SUGAR CREEK II**OFFICE LEASE****BASIC LEASE INFORMATION**

1. **Date of Lease:** December __, 2021

2. **Building:**

- a. Name: Sugar Creek II
 b. Address: 13131 South Dairy Ashford
 Sugar Land, TX 77478
 c. Building Rentable Area: 204,790

3. **Tenant:** Fort Bend County

4. **Premises:**

- a. Suite: 390
 b. Premises Rentable Area: 2,416 square feet

5. **Basic Rent:**

Rental Period	Annual Rate Per Square Foot of Premises Rentable Area	Basic Monthly Rent
Months __1-12	\$ _23.50 per annum	\$4,731.33 per month
Months 13-18	\$24.00 per annum	\$4,832.00 per month

6. **Estimated Additional Rent per Square Foot of Premises Rentable Area for 2021 Calendar Year:** \$10.86 per square foot per annum.

7. **Estimated Monthly Additional Rent for 2021 Calendar Year:** \$2,186.48

8. **Estimated Monthly Total Rent for 2021 Calendar Year:** \$26,237.76

9. **Tenant's Share:** 1.18% (See subsection 1.1.2)

10. **Term:** Eighteen (18) months

11. **Commencement Date:** January 1, 2022

12. **Expiration Date:** June 30, 2023

13. **Permitted Use:** General office use, provided that no governmental entity use shall be permitted at the Premises other than general office use for the Fort Bend County Commissioner.

14. **Security Deposit:** \$4,832.00.

15. **Guarantor:** None.

16. **Addresses:**

Landlord:

c/o Stockdale Capital Partners LLC
10850 Wilshire Blvd, Suite 1050
Los Angeles CA 90024
Attention: Asset Manager
Phone: (310) 693-4400
Fax: (310) 474-0640
Email: ldivinsky@stockdalecapital.com

With a copy to:

Cox, Castle & Nicholson LLP
50 California Street, Suite 3200
San Francisco, CA 94111
Attn: Scott Brooks
Phone: (415) 262-5110
Facsimile: (415) 262-5199
Email: sbrooks@coxcastle.com

Tenant:

Attn: County Judge
301 Jackson Street
Richmond, TX 77469
Phone: (281) 341-8608
Fax: (281) 341-8609
Email: FBC.Judge@fortbendcountytexas.gov

With a copy to:

Facilities Management and Planning
Attn: Director
301 Jackson Street, Suite 301
Richmond, TX 77469
Phone: (281) 238-3097
Fax: (281) 633-7022
Email: _____

With a copy to (from and after the Commencement Date):
13131 Dairy Ashford, Suite 390
Sugar Land, Texas 77478
Phone, Fax and Email contact to be provided by Tenant to Landlord upon move in to Premises.

17. **Parking:**

Permits for ten (10) unreserved parking spaces without any parking charge therefor (Subject to Exhibit F)

18. **Tenant's Improvements:**

The existing improvements in the Premises.

19. **Tenant's Broker:** JPR Commercial Real Estate

20. **Landlord's Broker:** Jones Lang LaSalle

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EXHIBITS TO OFFICE LEASE

Exhibit A	Land Legal Description
Exhibit B	Premises Floor Plan
Exhibit C	Rules and Regulations
Exhibit D	Intentionally Omitted
Exhibit E	Acceptance of Premises Memorandum
Exhibit F	Parking Agreement
Exhibit G	Janitorial Services

OFFICE LEASE

This Office Lease (this “Lease”) is made by and between SUGAR CREEK TIC INVESTORS, LLC, a Delaware limited liability company, and SUGAR CREEK/EPG, LLC, a Delaware limited liability company (collectively, “Landlord”), and FORT BEND COUNTY (“Tenant”). The Basic Lease Information attached hereto as pages i and ii (the “Basic Lease Information”) and all exhibits and other attachments to this Lease are incorporated into this Lease and made a part hereof. Capitalized terms used in this Lease without definitions have the respective meanings assigned to them in the Basic Lease Information.

ARTICLE 1 TERM AND POSSESSION

SECTION 1.1 LEASE OF PREMISES, COMMENCEMENT AND EXPIRATION.

- 1.1.1 Lease of Premises. The Building is constructed on the land described in Exhibit A attached hereto (the “Land”) and is located adjacent to an above-grade, multi-level parking garage (the “Garage”). In consideration of the mutual covenants herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, subject to all the terms and conditions of this Lease. The Premises are shown on Exhibit B attached hereto. The Building, the Garage, the Land and all other improvements located thereon and appurtenances thereto are referred to collectively herein as the “Property”.
- 1.1.2 Rentable Area. The agreed rentable area of the Premises is stipulated to be the Premises Rentable Area, which is set forth in the Basic Lease Information and has been determined by applying the ANSI Z65.1—1996 BOMA standards. The Tenant’s Share stipulated in the Basic Lease Information has been calculated by dividing the Premises Rentable Area by the Building Rentable Area, then expressing such quotient as a percentage.
- 1.1.3 Term and Commencement. The Term of this Lease shall commence on the Commencement Date and, unless sooner terminated pursuant to the terms of this Lease, shall expire, without notice to Tenant, on the Expiration Date. In the event the Commencement Date occurs on a date other than on the first day of the month, such partial month shall be added to the Term and the Expiration Date shall be the last day of the last month of the Term.

SECTION 1.2 COMPLETION AND DELIVERY OF PREMISES.

- 1.2.1 “As Is” Lease. The lease of the Premises by Tenant shall be on an entirely “as is” basis, and Landlord shall have no obligation to improve or alter the Premises for the benefit of Tenant or provide Tenant with any allowance therefor. Accordingly, Landlord shall be deemed to have delivered possession of the Premises to Tenant, and Tenant shall be deemed to have accepted delivery of possession of the Premises from Landlord, upon the Commencement Date, without further action by the parties. References in this Lease to the “Tenant’s Improvements” shall mean the existing improvements in the Premises as of the Commencement Date.
- 1.2.2 Acceptance of Premises Memorandum. Within ten (10) days after Commencement Date, Landlord and Tenant shall execute the Acceptance of Premises Memorandum (herein so called) in the form attached hereto as Exhibit E; provided, however, that in the event Tenant occupies the Premises for the purpose of conducting its business therefrom and fails to timely execute an Acceptance of

Premises Memorandum, the Premises shall be deemed to be accepted by Tenant and suitable for the Permitted Use without Tenant's execution of an Acceptance of Premises Memorandum.

1.2.3 Early Occupancy of the Premises. Tenant shall have the right to occupy the Premises following the execution and delivery of this Lease by Landlord and Tenant and prior to the Commencement Date for purposes of installation of Tenant's telecommunications and data cabling and furniture, trade fixtures and equipment (the "Early Occupancy"), which Early Occupancy shall be subject to all terms and conditions of this Lease other than the obligation to pay Rent.

SECTION 1.3 SURRENDER OF THE PREMISES. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately deliver to Landlord the Premises in a safe, clean, neat, sanitary and operational condition, ordinary wear and tear, damage by casualty and/or condemnation excepted, together with all keys and parking and access cards. At Landlord's option, (a) all fixtures installed in the Premises shall remain therein and become the property of Landlord, and (b) all cabling installed by Tenant shall be removed.

SECTION 1.4 HOLDING OVER. In the event Tenant retains possession of the Premises after the expiration or earlier termination of this Lease, such possession shall constitute a tenancy at will only, subject, however, to all of the terms, provisions, covenants and agreements on the part of Tenant hereunder. In such event, Tenant shall be subject to immediate eviction and removal and shall pay Landlord as Basic Monthly Rent for the period of such holdover an amount equal to one and one-half (1-1/2) times the Basic Monthly Rent in effect immediately preceding expiration or termination, as applicable, which payments shall be due and payable on or before the first (1st) day of each month during any holdover period. In addition, Tenant shall also pay to Landlord any damages sustained by Landlord as a result of such holdover.

ARTICLE 2 RENT

SECTION 2.1 BASIC RENT. Tenant shall pay as "Basic Monthly Rent" for the Premises, the amount shown in the Basic Lease Information, monthly in advance, without demand, offset or deduction, commencing on the Commencement Date and continuing on the first (1st) day of each calendar month thereafter unless otherwise provided herein. If the Commencement Date occurs on a day other than the first day of the calendar month, the Basic Monthly Rent for such partial month shall be prorated. Upon execution of this Lease, Tenant shall prepay to Landlord the Basic Monthly Rent due for the initial calendar month of the Term. All payments shall be payable to Landlord and if paid by check sent to Sugar Creek/EPG, LLC, P.O. Box 205086, Dallas, Texas 75320-5086, or such other place as Landlord may designate from time to time. At Tenant's election, payments may be made by wire transfer to Bank Name: Wells Fargo Bank, N.A.; Bank City & State: National Bank, Oakland, CA 94612; ABA Routing #: 121 000 248, Account #: 4120290986, Account Name: Sugar Creek/EPG, LLC FBO WFB (DACA). All payments shall in the form of check, ACH or wire transfer unless otherwise designated by Landlord, provided that payment by check shall not be deemed made if the check is not duly honored with good funds.

SECTION 2.2 ADDITIONAL RENT.

2.2.1 Definitions. For purposes of this Lease, the following definitions shall apply:

- (a) "Additional Rent" shall mean the sum of: (i) Tenant's Share multiplied by the Operating Expenses (hereinafter defined) and Taxes (hereinafter defined) for the calendar year in question, plus (ii) any applicable rental, excise, sales, transaction, business activity tax or levy, imposed upon or measured by the rental required to be paid by Tenant under this

Lease during the calendar year in question (“Rental Tax”). In the event the Rentable Area of the Property is less than ninety-five percent (95%) occupied during any calendar year, then in calculating Operating Expenses for such calendar year, the components of Operating Expenses that vary based on occupancy shall be “grossed up” to reflect such amounts as would have been incurred had the Rentable Area of the Property been ninety-five percent (95%) occupied during such calendar year.

- (b) “Operating Expenses” shall mean all of the costs and expenses Landlord incurs, pays or becomes obligated to pay in connection with operating, maintaining, insuring and managing the Property for a particular calendar year or portion thereof, as reasonably determined by Landlord in accordance with sound accounting principles and all taxes thereon. Notwithstanding the foregoing, the term Operating Expenses shall not include:
- (i) management fees payable to the property management company managing the Property (the “Property Manager”), which Property Manager may be an affiliate of Landlord, to the extent in excess of the amounts reasonably customary in the marketplace for office buildings comparable to the Building
 - (ii) legal services, if incurred:
 - (A) in connection with tenant defaults, lease negotiations or procuring new tenants, or
 - (B) as the result of a specific claim or action for which another tenant in the Building is obligated under its lease to pay Landlord’s legal fees; and
 - (iii) any capital expenditures except for:
 - (A) the cost of any improvements made to the Property by Landlord that are required under any governmental law or regulation which was not promulgated, or which was promulgated but was not applicable to the Building, at the time the Building was constructed, to be amortized over their useful lives in accordance with generally accepted accounting principles, together with an amount equal to interest on the unamortized balance thereof at a rate which is equal to the sum of two percent (2%) per annum plus the annual “Prime Rate” published by The Wall Street Journal in its listing of “Money Rates,” or if such rate is no longer published, a comparable rate of interest listed in a nationally circulated publication reasonably selected by Landlord, provided that such sum may in no event exceed the maximum interest allowed to be contracted for under applicable law (such sum is herein called the “Amortization Rate”);
 - (B) the cost of any improvement made to the Common Areas or Service Corridors of the Property that is required under interpretations or regulations issued after the Commencement Date under, or amendments made after the Commencement Date to, the provisions of Tex. Gov’t Code Ann. §§ 469.001-469.208 and the provisions of the American With Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (such statutes, interpretations and regulations are herein collectively called the “Disability Acts”), to be amortized over their useful lives in accordance with generally accepted accounting principles, together with an amount

equal to interest on the unamortized balance thereof at a rate which, on the date the improvement in question is fully completed, is equal to the Amortization Rate;

- (C) the cost of any other equipment installed in, or capital improvement made to, the Building to the extent such equipment reduces Operating Expenses, increases energy efficiency and/or decreases the Building's use of natural resources or eliminates waste of the same and/or any reasonably required repair and/or replacement, to be amortized over their useful lives in accordance with generally accepted accounting principles, together with an amount equal to interest on the unamortized balance thereof at a rate, which on the date the device or equipment in question is fully installed and/or repair or replacement is completed, is equal to the Amortization Rate;
- (iv) any costs associated with the leasing, marketing, solicitation, negotiation and execution of leases in the Building including without limitation promotional and advertising expenses, commissions, finders fees and referral fees, accounting, legal and other professional fees and expenses relating to the negotiation and preparation of any lease;
- (v) any costs incurred with the original design, construction, landscaping and clean-up of the Building;
- (vi) wages, salaries, fees, and any other form of compensation paid to any executive employee of Landlord and/or Landlord's managing agent above the grade of Building Manager;
- (vii) any costs incurred in connection with upgrading the Building to comply with insurance requirements, life safety codes, ordinances, statutes or other laws in effect prior to the Commencement Date or to comply to a tenant's separate specific request;
- (viii) any costs or expenses related to monitoring, testing, removal, cleaning, abatement or remediation of any Hazardous or Toxic Materials (hereinafter defined) in the Building or on the Land;
- (ix) any costs of any service or items sold or provided to tenants or other occupants for which Landlord or Landlord's managing agent has been or is entitled to be reimbursed by such tenants or other occupants for such service;
- (x) expenses in connection with services or other benefits which are provided to another tenant or occupant of the Building and which do not benefit Tenant;
- (xi) costs for sculptures, paintings, fountains or other objects of art or the display of such items;
- (xii) any increase in Landlord's insurance premiums caused by a specific use of another tenant or by Landlord;

- (xiii) any Operating Expense covered by insurance or condemnation proceeds or reimbursed pursuant to warranty or service contracts;
 - (xiv) any costs incurred in connection with the renovation of space or construction of improvements for another tenant of the Building; or
 - (xv) other debt service on any debt of Landlord.
- (c) “Taxes” shall mean (i) all real estate taxes and other taxes or assessments which are levied with respect to the Property or any portion thereof for each calendar year (but excluding any penalties thereon), (ii) any tax, surcharge or assessment, however denominated, including any excise, sales, capital stock, assets, franchise, transaction, business activity, privilege or other tax (other than Rental Tax), which is imposed upon Landlord or the Property and which is attributable to rent or other revenue derived from the Property or which is imposed as a supplement to or in lieu of real estate taxes or as a means of raising government revenue to replace revenue lost because of a reduction in real estate taxes, and (iii) the costs and expenses of a consultant, if any, or of contesting the validity or amount of any tax, surcharge or assessment described in clause (i) or (ii) above.

2.2.2 Payment Obligation. In addition to the Basic Rent specified in this Lease, Tenant shall pay to Landlord the Additional Rent in monthly installments as hereinafter provided. By the Commencement Date (or as soon thereafter as is reasonably possible), Landlord shall give Tenant written notice of Tenant’s estimated Additional Rent for the remainder of the calendar year in which the Commencement Date occurs and the amount of the monthly installment of Additional Rent due for each month during such year. Landlord shall use reasonable efforts to provide Tenant with written notice of Tenant’s estimated Additional Rent for the next calendar year and the amount of the monthly installment of Additional Rent due for such year within one hundred twenty (120) days after the commencement of such calendar year or as soon thereafter as is reasonably possible. Landlord shall have the right to increase Tenant’s estimated Additional Rent during any calendar year if Landlord reasonably believes Operating Expenses have increased (or are likely to increase) during such year. Beginning on the Commencement Date and continuing on the first day of each month thereafter, Tenant shall pay to Landlord the applicable monthly installment of Additional Rent, without demand, offset or deduction, provided, however, if the applicable installment covers a partial month, then such installment shall be prorated on a daily basis.

- (a) Within ninety (90) days after the end of each calendar year or as soon thereafter as is reasonably possible, Landlord shall prepare and deliver to Tenant a statement showing Tenant’s actual Additional Rent for the applicable calendar year. If Tenant’s total monthly payments of estimated Additional Rent for the applicable year are less than Tenant’s actual Additional Rent, then Tenant shall pay to Landlord the amount of such underpayment. If Tenant’s total monthly payments of estimated Additional Rent for the applicable year are more than Tenant’s actual Additional Rent, then Landlord shall pay such amount to Tenant or, at Landlord’s option, credit against the next Additional Rent payment or payments due from Tenant the amount of such overpayment. This provision shall survive the expiration or earlier termination of this Lease with respect to the calendar year in which the Expiration Date or termination occurs.
- (b) Landlord will cause adequate books and records to be maintained to permit Tenant to verify computations of Operating Expenses and other amounts relevant to Tenant’s

obligations under this Lease in accordance with the provisions hereafter set forth; provided, Landlord shall not be required to maintain any books and records concerning any payment due hereunder for more than two (2) years after such payment is due. Unless Tenant takes written exception to any item within forty-five (45) days after the furnishing of an annual statement or a statement delivered for the final Additional Rent period, such statement shall be considered as final and accepted by Tenant. Within ten (10) business days following a request from Tenant, Landlord shall furnish explanations in reasonable detail for any computation made under this Lease. If Tenant questions such computation following receipt of such explanation, Tenant shall give notice thereof to Landlord, and Landlord and Tenant shall meet, within twenty (20) business days thereafter, to discuss, in good faith, such computation.

- (c) In the event the amount of Tenant's Share of Operating Expenses increases by five percent (5%) or more over the prior year, Tenant shall have the right to perform, at Tenant's expense, an audit of Landlord's books and records to verify Landlord's calculation of the actual Operating Expenses, provided that such audit shall be conducted by an unrelated, third party certified public accountant who is not being compensated on a contingent fee basis and further provided that the auditor's report reflecting the results of such audit shall be promptly delivered to Landlord. Any such audit shall be conducted, if at all, (i) within ninety (90) days after Tenant's receipt from Landlord of the annual statement of actual Operating Expenses, (ii) during Landlord's normal business hours, (iii) at the place in Texas where Landlord maintains its records and (iv) only after Landlord's receipt of thirty (30) days prior written notice. If the audit report reflects an overcharge in the actual Operating Expenses of more than five percent (5%) in the aggregate for such audited calendar year, then Landlord shall reimburse Tenant for all reasonable costs incurred by Tenant in connection with such audit. If the audit report reflects that the actual Operating Expenses were overcharged or undercharged in the audited calendar year, Tenant shall, within twenty (20) days after receipt of such report, pay to Landlord the amount of any underpayment or, if applicable, Landlord shall pay to Tenant the amount of any overpayment.

2.2.3 Real Estate Tax Protest. With regard to Section 41.413 of the Texas Tax Code, Tenant hereby waives its rights under the provisions of Section 41.413 of the Texas Tax Code (or any successor thereto). In consideration therefor, Landlord agrees to contest Taxes assessed against the Premises and/or the Building where and to the extent a reasonably prudent property owner of comparable property would do so if the owner itself had to pay all property taxes without reimbursement by tenants.

SECTION 2.3 RENT DEFINED AND NO OFFSETS. Basic Annual Rent, Additional Rent and all other sums (whether or not expressly designated as rent) required to be paid to Landlord by Tenant under this Lease (including, without limitation, any sums payable to Landlord under any addendum, exhibit or schedule attached hereto) shall constitute rent and are sometimes collectively referred to as "Rent". Each payment of Rent shall be paid by Tenant when due, without prior demand therefor and without deduction or setoff.

SECTION 2.4 LATE CHARGES; INTEREST RATE. If any Rent under this Lease shall not be paid within five (5) days of the date such payment is due, a "Late Charge" equal to five percent (5%) of such overdue amount may be charged by Landlord to Tenant to defray Landlord's administrative expense incident to the handling of such overdue payments. Furthermore, any amount due from Tenant to Landlord which is not paid within ten (10) days after the date due shall bear interest at the lower of (i) twelve percent

(12%) per annum or (ii) the highest rate from time to time allowed by applicable law, from the date such payment is due until paid.

ARTICLE 3 SECURITY DEPOSIT

If a Security Deposit is specified in the Basic Lease Information, Tenant will pay Landlord on the Date of Lease such Security Deposit as security for the performance of the terms hereof by Tenant. Tenant shall not be entitled to interest thereon and Landlord may commingle such Security Deposit with any other funds of Landlord. The Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. If a default by Tenant shall occur under this Lease, Landlord may, but shall not be required to, from time to time, without prejudice to any other remedy, use, apply or retain all or any part of this Security Deposit for the payment of any Rent or any other sum in default or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default, including, without limitation, costs and attorneys' fees incurred by Landlord to recover possession of the Premises. If Landlord shall use, apply or retain all or any part of the Security Deposit as provided for above, Tenant shall restore the Security Deposit to the amount set forth in the Basic Lease Information within thirty (30) days after receipt of notice from Landlord. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, including an end of Term walk through with the Landlord, the Security Deposit shall be returned to Tenant within thirty (30) days after the Expiration Date.

ARTICLE 4 OCCUPANCY AND USE

SECTION 4.1 USE OF PREMISES.

- 4.1.1 General. The Premises shall, subject to the remaining provisions of this Section, be used solely for the Permitted Use. Without limiting the foregoing, Tenant shall comply with all laws, statutes, ordinances, orders, permits and regulations affecting Tenant's use and occupancy of the Premises. Tenant will not do or permit anything which may disturb the quiet enjoyment of any other tenant of the Property. Tenant shall not permit the occupancy of the Premises to exceed a ratio of more than one (1) person per 250 square feet of Premises Rentable Area.
- 4.1.2 Landlord's Compliance Obligation. Landlord shall comply with all laws, statutes, ordinances, orders and regulations relating to the Property (exclusive, however, of those with which Tenant is obligated to comply by reason of subsection 4.1.1) as of the Date of Lease. Landlord shall also be responsible for causing the Common Area to be in compliance with the Disability Acts.
- 4.1.3 Hazardous and Toxic Materials.
- (a) For purposes of this Lease, hazardous or toxic materials shall mean asbestos containing materials and all other materials, substances, wastes and chemicals classified as hazardous or toxic substances, materials, wastes or chemicals (individually and collectively, "Hazardous or Toxic Materials") under then-current applicable governmental laws, rules or regulations or that are subject to any right-to-know laws or requirements (individually and collectively, "Environmental Laws").
 - (b) Tenant shall not knowingly incorporate into, or use or otherwise place or dispose of at the Premises or any other portion of the Property, any Hazardous or Toxic Materials, except for use and storage of cleaning and office supplies used in the ordinary course of

Tenant's business and then only if (i) such materials are in small quantities, properly labeled and contained, and (ii) such materials are handled and disposed of in accordance with the highest accepted industry standards for safety, storage, use and disposal. If Tenant or its employees, agents or contractors shall ever violate the provisions of paragraph (b) of this subsection 4.1.3 or otherwise contaminate the Premises or the Property, then, at Landlord's election, either Tenant or Landlord shall clean, remove and dispose of the material causing the violation, in compliance with all applicable governmental standards, laws, rules and regulations and then prevalent industry practice and standards (the "Remediation Work"). In the event Tenant performs such work, Tenant shall repair any damage to the Premises or the Property (collectively with the Remediation Work, "Tenant's Environmental Corrective Work"). In such period of time as may be reasonable under the circumstances after written notice by Landlord. In the event Landlord performs the Tenant's Environmental Corrective Work, within thirty (30) days after receiving an invoice, Tenant shall reimburse Landlord for the costs incurred by Landlord to perform such Tenant's Environmental Corrective Work. Tenant's obligations under this subsection 4.1.3(c) shall survive the expiration or earlier termination of this Lease.

- (c) Landlord has no current knowledge of the presence of, and Landlord shall not knowingly dispose of at the Premises or any other portion of the Property, any Hazardous or Toxic Materials that would materially and adversely affect Tenant's access, use or occupancy of the Premises or otherwise pose any material risk or material threat to the health, safety or welfare of Tenant or any of its employees or guests.

SECTION 4.2 RULES AND REGULATIONS. Tenant will comply with all rules and regulations applying to tenants in the Building and the Garage (the "Rules and Regulations") as may be adopted and uniformly applied from time to time by Landlord for (a) the management, safety, care and cleanliness of, and the preservation of good order and protection of property in, the Premises and the Building and at the Property, (b) the increase in energy efficiency of the Building and the Property, (c) the decrease in the use of natural resources in the Building and the Property or the waste of the same, (d) recycling of reusable items, and (e) such other goals which result in the decrease in the carbon footprint of the Building and the Property. Landlord reserves the right, without approval from Tenant, to rescind, supplement and amend any Rules and Regulations and to waive any Rules and Regulations with respect to any tenant or tenants so long as any change in the Rules and Regulations does not diminish the rights granted to Tenant in this Lease. The Rules and Regulations in effect on the date hereof are attached hereto as Exhibit C and included in Exhibit F to this Lease. All changes and amendments to the Rules and Regulations sent by Landlord to Tenant in writing and conforming to the foregoing standards shall be carried out and observed by Tenant. In the event of any conflict between the Rules and Regulations and the provisions of this Lease, the provisions of this Lease shall prevail. Landlord hereby reserves all rights necessary to implement and enforce the Rules and Regulations.

SECTION 4.3 ACCESS. Without being deemed guilty of an eviction of Tenant and without abatement of Rent, Landlord and its authorized agents shall have the right to enter the Premises during Normal Business Hours upon reasonable notice to Tenant, which notice may be oral, to inspect the Premises, to show the Premises to prospective lenders or purchasers, and to fulfill Landlord's obligations or exercise its rights (including without limitation Landlord's Reserved Right [as hereinafter defined]) under this Lease and, during the last six (6) months of the Term, to show the Premises to prospective tenants. Landlord shall have the right to use any and all means which Landlord may deem proper to enter the Premises in an emergency. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises and

any other loss occasioned thereby. Landlord shall at all times have and retain a key with which to unlock the doors to and within the Premises, excluding Tenant's vaults and safes.

SECTION 4.4 QUIET POSSESSION. Provided Tenant timely pays Rent and performs all of the covenants, conditions and provisions on Tenant's part to be performed hereunder, Tenant shall have the quiet possession of the Premises for the entire Term hereof, subject to all of the provisions of this Lease.

SECTION 4.5 PERMITS. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business in the Premises or any part thereof, Tenant, at its expense, shall procure and thereafter maintain such license or permit. Additionally, if any subsequent alteration or improvement is made to the Premises by Tenant, Tenant shall, at its expense, take all actions to procure any such modification or amendment or additional permit.

ARTICLE 5 UTILITIES AND SERVICES

SECTION 5.1 SERVICES TO BE PROVIDED.

Tenant shall be permitted access to the Premises, Garage and the parking areas serving the Premises twenty-four (24) hours per day, seven (7) days per week, subject to the provisions of this Lease. Landlord agrees to furnish to the Premises the utilities and services described in subsections 5.1.1 through 5.1.7 below. As used in this Lease, "Normal Business Hours" shall mean 8:00 A.M. to 6:00 P.M. Monday through Friday, and 8:00 A.M. to 1:00 P.M. Saturday, except for New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day and Christmas Day and any other national holiday observed by most businesses in the same market area as the Building.

5.1.1 Elevator Service. Landlord shall provide automatic elevator facilities during Normal Business Hours, except during emergencies, and shall have at least one (1) elevator available for use at all other times.

5.1.2 Heat and Air Conditioning. During Normal Business Hours, Landlord shall ventilate the Premises and furnish heat or air conditioning, at such temperatures and in such amounts as is customary in buildings of comparable size and quality to, and in the general vicinity of, the Building, with such adjustments as may be reasonably necessary for the comfortable occupancy of the Premises, subject to events of force majeure and any governmental requirements, ordinances, rules, regulations, guidelines or standards relating to, among other things, energy conservation. Upon reasonable advance request from Tenant, Landlord shall make available to the Premises, at Tenant's expense, heat or air conditioning during periods in addition to Normal Business Hours. Tenant shall submit to Landlord a list of all personnel who are authorized to make such requests. During the first twelve (12) months of the initial Term of the Lease, the minimum charge and the hourly rate for the use of after-hours heat or air conditioning shall be \$50.00 per hour per floor (1 handler per floor). Thereafter the charge may be increased from time to time by Landlord in response to cost increases in providing such additional service.

5.1.3 Electricity.

- (a) Landlord shall furnish electrical power for heating and air-conditioning services as described in subsection 5.1.2 and for lighting, including Tenant's lighting and office equipment as described herein. Landlord shall use commercially reasonable efforts to furnish such electrical power in a cost-effective and environmentally responsible manner using environmentally responsible equipment, fixtures and supplies. Landlord shall

furnish to the Premises electrical power which shall not exceed four and one-half (4.5) watts per square foot of Premises Rentable Area for electrical outlets to operate Tenant's office equipment, and except as otherwise provided in this Lease, such electrical power shall be sufficient for Tenant's use of the Premises and the equipment to be installed therein pursuant to the Construction Plans (as defined in Exhibit D). Consequently, Tenant shall be solely responsible for the cost of any electricity consumed at the Premises in excess of four and one-half (4.5) watts per square foot of Premises Rentable Area (such consumption is herein called "Excess Electrical Consumption"). In the event Tenant regularly conducts Tenant's business outside of Normal Business Hours, Tenant shall also pay for the cost of electricity regularly consumed at the Premises for lighting used in the Premises outside of Normal Business Hours, and the cost shall be considered Excess Electrical Consumption. In no event shall Tenant be entitled to any credit for the consumption at the Premises of less than 4.5 watts per square foot of Premises Rentable Area. Landlord agrees that Tenant may operate dedicated data/server rooms within the Premises and that all electrical usage of such rooms including supplemental air will be separately submetered at Tenant's expense and the electrical usage, as measured by such Submeters (hereinafter defined), paid for by Tenant as Excess Electrical Cost (hereinafter defined).

- (b) Landlord may, from time to time, engage a reputable consultant to conduct a survey of electrical usage within the Premises (a "Consumption Survey") or install one or more submeters ("Submeters") to measure electrical usage within the Premises or a particular floor of the Premises. If the Consumption Survey or Submeters reflect Excess Electrical Consumption, then (i) Tenant shall be responsible for the costs of the Consumption Survey and/or Submeters, (ii) Tenant shall pay to Landlord, as additional Rent, the product of (A) the kilowatts of Excess Electrical Consumption during the period in question times (B) the cost per kilowatt of electricity charged to Landlord by the public utility for electricity consumed at the Property during such period (such product is herein called the "Excess Electrical Cost"), and (iii) Landlord shall have the right to install, at Tenant's expense, permanent Submeters to measure the electrical consumption within the Premises. If Landlord installs permanent Submeters as permitted hereunder, Tenant shall, from time to time thereafter within thirty (30) days after receiving an invoice from Landlord, pay to Landlord any Excess Electrical Cost reflected by such Submeters and all costs incurred by Landlord to maintain, repair and read the Submeters.

- 5.1.4 Water. Landlord shall furnish cold water for drinking and cleaning and hot and cold water for lavatory and kitchen (if applicable) purposes only, at the points of supply generally provided in the Building.
- 5.1.5 Janitorial Services. Landlord shall provide janitorial services to the occupied portion of the Premises in accordance with Exhibit G attached hereto and incorporated herein by this reference.
- 5.1.6 Common Areas. Landlord shall perform routine maintenance in the Common Areas.
- 5.1.7 Bulbs and Ballasts. As necessary, Landlord shall provide bulbs and ballasts for energy efficient T-8 lighting fixtures in the Premises. Landlord shall also provide bulbs and ballasts for fixtures which are not standard for the Building ("Non-Building Standard"), provided Tenant shall pay Landlord's standard charge therefor. All amounts due under this Section for such Non-Building Standard bulbs and ballasts shall be paid to Landlord within thirty (30) days after receipt of an invoice therefor.

SECTION 5.2 ADDITIONAL SERVICES. In addition to the charges set forth in subsections 5.1.2 and 5.1.3(b), Landlord may impose a reasonable charge for any other services provided by Landlord by reason of any use of the services at any time other than Normal Business Hours or beyond the levels or quantities that Landlord agrees herein to furnish.

SECTION 5.3 SERVICE INTERRUPTION.

5.3.1 Service Interruption/Waiver of Landlord Liability. Landlord shall not be liable for and, except as provided in subsection 5.3.2 below, Tenant shall not be entitled to any abatement or reduction of Rent by reason of, interruption of any of the foregoing services when such interruption is caused by circumstances beyond Landlord’s reasonable control, nor shall any such interruption be construed as an eviction (constructive or actual) of Tenant or as a breach of the implied warranty of suitability, or relieve Tenant from the obligation to perform any covenant or agreement herein and in no event shall Landlord be liable for damage to persons or property (including, without limitation, business interruption), or be in default hereunder, as a result of any such interruption or results or effects thereof.

5.3.2 Limited Right to Abatement of Rent. If any portion of the Premises becomes unfit for occupancy because of any interruption of the services required under subsections 5.1.1 through 5.1.4 above and provided such failure is not caused by Tenant, Tenant’s Contractors or any of their respective agents or employees, and if the Premises remain unfit for occupancy and are actually unoccupied because of such failure for any period (other than a reconstruction period conducted pursuant to Section 7.1 or Article 8 below) exceeding five (5) consecutive business days after written notice by Tenant to Landlord, Tenant shall be entitled to a fair partial abatement of Basic Annual Rent for any such portion of the Premises from the expiration of such five (5) business day period until such portion is again fit for occupancy.

SECTION 5.4 TELECOMMUNICATION EQUIPMENT. In the event that Tenant wishes at any time to utilize the services of a telephone or telecommunications provider whose equipment is not then servicing the Building, no such provider shall be permitted to install its lines or other equipment within the Building without first securing the prior written approval of Landlord.

**ARTICLE 6
MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS**

SECTION 6.1 LANDLORD’S OBLIGATION TO MAINTAIN AND REPAIR. Landlord shall maintain the foundation, floor and ceiling slabs, roof, curtain wall, exterior glass and mullions, columns, beams, shafts (including elevator shafts), all Common Areas, Service Corridors and Service Areas (collectively the “Building Structure”; all as defined in Section 15.5) and core Building mechanical, electrical, life safety, plumbing, sprinkler systems and core HVAC systems (collectively, the “Building Systems”) in first class condition and repair and shall operate the Building as a class A office building similar to other class A office buildings in Houston, Texas. Notwithstanding anything in this Lease to the contrary, Tenant shall be neither required nor permitted to make any repair to, modification of, or addition to the Building Structure and/or the Building Systems except to the extent required (and after prior written approval by Landlord using contractors approved in writing by Landlord) because of Tenant’s use of all or a portion of the Premises for other than normal and customary business office operations. Except for the elements of the Building described herein, Landlord shall not be required to maintain or repair any portion of the Premises.

SECTION 6.2 TENANT'S OBLIGATION TO MAINTAIN AND REPAIR.

- 6.2.1 Tenant's Obligation. Tenant shall, at Tenant's sole cost and expense, (i) maintain and keep the Premises (including, but not limited to, all fixtures, walls, ceilings, floors, doors, windows [except replacement of exterior plate glass], appliances, supplemental HVAC units, data and phone cables, satellite dishes, antennas and any and all other equipment which is a part of or serves the Premises) in good repair and condition, ordinary wear and tear excepted, and (ii) repair or replace any damage or injury done to the Building or any other part of the Property caused by Tenant, Tenant's agents, employees, licensees, invitees or visitors. All repairs and replacements performed by or on behalf of Tenant shall be performed diligently, in a good and workmanlike manner and in accordance with applicable governmental laws, rules, regulations.
- 6.2.2 Rights of Landlord. In the event Tenant fails, in the reasonable judgment of Landlord, to maintain and repair the Premises in good order, condition and repair, Landlord shall have the right to perform such maintenance, repairs and replacements, and Tenant shall pay Landlord, as additional Rent, the cost thereof plus a management fee of ten percent (10%) of such cost.

SECTION 6.3 IMPROVEMENTS AND ALTERATIONS.

- 6.3.1 Landlord's Construction Obligations. Landlord's sole obligations under this Lease are as set forth in Exhibit D attached hereto.
- 6.3.2 Alteration of Building. Landlord shall have the right to repair, change, redecorate, alter, improve, modify, renovate, enclose or make additions to any part of the Property (including, without limitation, structural elements and load bearing elements within the Premises and to enclose and/or change the arrangement and/or location of driveways or parking areas or landscaping or other Common Areas of the Property), all without being held guilty of an actual or constructive eviction of Tenant or breach of the implied warranty of suitability and without an abatement of Rent (the "Reserved Right"). When exercising the Reserved Right, Landlord will interfere with Tenant's use and occupancy of the Premises as little as is reasonably practicable.
- 6.3.3 Alterations and Installations by Tenant. Tenant shall not, without the prior written consent of Landlord, not to be unreasonably withheld, make any alterations to, or install any equipment or machinery of any kind (other than office equipment and unattached personal property) in the Premises (all such alterations are herein collectively referred to as "Installations"). All work performed by Tenant or its contractor relating to the Installations shall be performed diligently and in a good and workmanlike manner, and shall conform to applicable governmental laws, rules and regulations, and all rules for performing work in the Building. Upon completion of the Installations, Tenant shall deliver to Landlord "as built" plans in a format acceptable to Landlord. If Landlord performs any Installations, Tenant shall pay Landlord, as additional Rent, the cost thereof plus a construction management fee of five percent (5%) of such cost. All Installations that constitute improvements constructed within the Premises shall be surrendered with the Premises at the expiration or earlier termination of this Lease, unless prior to construction of the Installations and as a condition of Landlord's approval thereof, Landlord requires that same be removed by Tenant at Tenant's sole cost and expense upon termination or expiration of this Lease. **TO THE EXTENT ALLOWED BY LAW, INCLUDING THE TEXAS STATE CONSTITUTION, TENANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LANDLORD FROM AND AGAINST ANY AND ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), DEMANDS, CLAIMS, CAUSES OF ACTION AND LIENS ARISING FROM OR IN CONNECTION WITH ANY INSTALLATIONS PERFORMED BY OR ON BEHALF OF TENANT BY TENANT'S**

CONTRACTORS. Landlord will have the right to periodically inspect the work on the Premises and may require changes in the method or quality of the work if necessary to cause the work to comply with the requirements of this Lease.

In the event Tenant performs any Installation after the Commencement Date, Landlord may engage a reputable consultant to conduct a Consumption Survey or install one or more Submeters to measure electrical usage within the Premises or a particular floor of the Premises. If the Consumption Survey or Submeters reflect Excess Electrical Consumption, then Tenant shall pay as additional Rent, the costs of the Consumption Survey, the Submeters and the Excess Electrical Cost, all as provided in subsection 5.1.3(b).

ARTICLE 7 INSURANCE AND CASUALTY

SECTION 7.1 TOTAL OR PARTIAL DESTRUCTION OF THE BUILDING, THE GARAGE OR THE PREMISES.

- (a) Total Destruction. If the Building or the Garage should be totally destroyed by fire or other casualty or if either the Building, the Garage (or any portion thereof) or the Premises should be so damaged that rebuilding or repairs cannot be completed, in Landlord's reasonable opinion, within one hundred eighty (180) days after commencement of repairs to the Building, the Garage or the Premises, as applicable, Landlord shall within thirty (30) days of the casualty provide written notice of its opinion to Tenant, and either Landlord or Tenant may, at its option, terminate this Lease, in which event Basic Annual Rent and Additional Rent shall be abated during the unexpired portion of this Lease effective as of the date of such damage. Landlord shall exercise the termination right pursuant to the preceding sentence, if at all, by delivering written notice of termination to Tenant within ten (10) days after determining that the repairs cannot be completed within one hundred eighty (180) days. Tenant shall exercise its termination right pursuant to this Section 7.1(a), if at all, by delivering written notice of termination to Landlord within ten (10) days after being advised by Landlord that the repairs cannot be completed within one hundred eighty (180) days or that the Premises will be unfit for occupancy or inaccessible by reasonable means for at least one hundred eighty (180) days after commencement of repairs to the Building.
- (b) Partial Destruction; Failure to Terminate. If the Building or the Garage and/or the Premises should be partially destroyed by fire or other casualty or if the Building or the Garage and/or the Premises is completely destroyed and neither Landlord nor Tenant elects to terminate this Lease pursuant to subsection 7.1(a), then Landlord shall promptly commence (and thereafter pursue with reasonable diligence) the plans and specifications for the repair of the Building, the Garage and/or the Premises (including Tenant's Improvements) and thereafter diligently pursue repairing the Building, the Garage and/or the Premises to substantially the same condition which existed immediately prior to the occurrence of the casualty.
- (c) Limitation on Landlord's Obligations; Abatement of Rent. In no event shall Landlord be required to rebuild, repair or replace any part of the furniture, equipment, fixtures, inventory, supplies or any other personal property or any other improvements which may have been placed by Tenant within the Building, the Garage or the Premises. Landlord shall allow Tenant a fair diminution of Basic Annual Rent and Additional Rent during the time the Premises are unfit for occupancy; provided, however, if the casualty in question was caused by Tenant, its agents, employees, licensees or invitees, Basic Annual Rent and Additional Rent shall be abated only to the extent Landlord is compensated for such Basic Annual Rent and Additional Rent by loss of rents insurance, if any.

- (d) Termination Resulting from Mortgagee's Use of Proceeds. Notwithstanding Landlord's restoration obligation, in the event any mortgagee under a deed of trust or mortgage on the Building and the Garage should require that the insurance proceeds be used to retire or reduce the mortgage debt or if the insurance company issuing Landlord's fire and casualty insurance policy fails or refuses to pay Landlord the proceeds under such policy, Landlord shall have no obligation to rebuild and this Lease shall terminate upon notice by Landlord to Tenant.
- (e) Insurance Proceeds. Any insurance which may be carried by Landlord or Tenant against loss or damage to the Building, the Garage or the Premises shall be for the sole benefit of the party carrying such insurance and under its sole control.

SECTION 7.2 TENANT'S INSURANCE.

7.2.1 Types of Coverage. From and after the date of this Lease, Tenant will carry, at its expense, the insurance set forth in paragraphs (a), (b), and (c) of this subsection.

- (a) Commercial General Liability Insurance. Commercial General Liability Insurance covering the Premises and Tenant's use thereof against claims for personal or bodily injury or death or property damage occurring upon, in or about the Premises, such insurance to provide coverages of not less than \$2,000,000.00 per occurrence and \$2,000,000.00 annual aggregate, with a deductible reasonably acceptable to Landlord. Additionally, each such policy of insurance required under this subsection shall expressly insure Tenant and, as additional insureds, both Landlord and Property Manager.
- (b) Property Insurance. Property insurance on an all-risk basis (including coverage against fire, wind, tornado, vandalism, malicious mischief, water damage and sprinkler leakage) covering all tenant owned fixtures, equipment and leasehold improvements, and other personal property located in the Premises and endorsed to provide one hundred percent (100%) replacement cost coverage. Such policy will be written in the name of Tenant. The property insurance may, with the consent of the Landlord, provide for a reasonable deductible.
- (c) Workers Compensation' and Employer's Liability Insurance. Worker's compensation insurance together with employer's liability insurance in an amount at least \$1,000,000.00.
- (d) Hired and Non-Owned Auto Liability Insurance. Hired and Non-Owned Auto Liability Insurance covering Tenant and its employees and agents in an amount of at least \$500,000 per occurrence.

7.2.2 Other Requirements of Insurance. All such insurance will contain endorsements that (a) such insurance may not lapse with respect to Landlord or Property Manager or be canceled or amended with respect to Landlord or Property Manager without giving Landlord and Property Manager at least thirty (30) days prior written notice of such cancellation or amendment, (b) Tenant will be solely responsible for payment of premiums, (c) in the event of payment of any loss covered by such policy, Landlord or Landlord's designees will be paid first by the insurance company for Landlord's loss, and (d) Tenant's insurance is primary in the event of overlapping coverage which may be carried by Landlord.

7.2.3 Proof of Insurance. Within fifteen (15) days after the Effective Date of this Lease, but in any event prior to the Commencement Date, Tenant shall deliver to Landlord duly executed, original certificates of such insurance evidencing in-force coverage. Further, at least fifteen (15) days

prior to the expiration of the policy in question, Tenant shall deliver to Landlord a duly executed, original certificate of insurance evidencing the renewal of each insurance policy required to be maintained by Tenant hereunder.

SECTION 7.3 LANDLORD'S INSURANCE.

- 7.3.1 Property Insurance. From and after the date of this Lease, Landlord will carry a policy or policies of all risk extended coverage insurance covering the Property (excluding property required to be insured by Tenant) endorsed to provide replacement cost coverage and providing protection against perils included within the standard Texas form of fire and extended coverage insurance policy, together with insurance against sprinkler damage, vandalism, malicious mischief and such other risks as Landlord may from time to time determine and with any such deductibles as Landlord may from time to time determine.
- 7.3.2 Commercial General Liability Insurance. Landlord will carry Commercial General Liability policy or policies covering the Building against claims for personal or bodily injury, or death, or property damage resulting from the negligence of the Landlord or Property Manager or their agents, occurring upon, in or about the Building to afford protection to the limit of not less than \$2,000,000 per occurrence, and \$2,000,000 annual aggregate. This insurance coverage shall extend to any liability of Landlord arising out of the indemnities provided for in this Lease.
- 7.3.3 Other Requirements. Any insurance provided for in this Section 7.3 may be affected by self-insurance or by a policy or policies of blanket insurance covering additional items or locations or assureds, provided that the requirements of this Section 7.3 are otherwise satisfied. Tenant shall have no rights in any policy or policies maintained by Landlord.

SECTION 7.4 WAIVER OF SUBROGATION. LANDLORD AND TENANT EACH HEREBY WAIVES ANY RIGHTS IT MAY HAVE AGAINST THE OTHER (INCLUDING, BUT NOT LIMITED TO, A DIRECT ACTION FOR DAMAGES) ON ACCOUNT OF ANY LOSS OR DAMAGE OCCASIONED TO LANDLORD OR TENANT, AS THE CASE MAY BE (EVEN IF SUCH LOSS OR DAMAGE IS CAUSED BY THE FAULT, NEGLIGENCE OR OTHER TORTIOUS CONDUCT, ACTS OR OMISSIONS OF THE RELEASED PARTY OR THE RELEASED PARTY'S DIRECTORS, EMPLOYEES, AGENTS OR INVITEES OR IF THE RELEASED PARTY OR THE RELEASED PARTY'S DIRECTORS, EMPLOYEES, AGENTS OR INVITEES WOULD OTHERWISE BE LIABLE UNDER STRICT LIABILITY), TO THEIR RESPECTIVE PROPERTY, THE PREMISES, ITS CONTENTS OR TO ANY OTHER PORTION OF THE BUILDING OR THE PROPERTY ARISING FROM ANY RISK (WITHOUT REGARD TO THE AMOUNT OF COVERAGE OR THE AMOUNT OF DEDUCTIBLE) COVERED BY THE ALL RISK FULL REPLACEMENT COST PROPERTY INSURANCE REQUIRED TO BE CARRIED BY TENANT AND LANDLORD, RESPECTIVELY, UNDER SUBSECTION 7.2.1 AND SUBSECTION 7.3.1 ABOVE. The foregoing waiver shall be effective even if either or both parties fail to carry the insurance required by subsection 7.2.1 and subsection 7.3.1 above. If a party waiving rights under this Section 7.4 is carrying an all risk full replacement cost insurance policy in the promulgated form used in the State of Texas and an amendment to such promulgated form is passed, such amendment shall be deemed not a part of such promulgated form until it applies to the policy being carried by the waiving party. Without limiting the foregoing waivers and to the extent permitted by applicable law, each of the parties hereto, on behalf of their respective insurance providers insuring the property of such party against loss, waive any right of subrogation that such party or Property Manager or its respective insurers may have against the other party or its respective officers, directors, employees, agents or invitees and all rights of their respective insurance providers based upon an assignment from its insured. Each party to this Lease agrees immediately to give to each such insurance provider written notification of the terms of the mutual waivers contained in this Section and to have its

insurance policies properly endorsed, if necessary, to prevent the invalidation of insurance coverage by reason of such waivers.

SECTION 7.5 TENANT’S GENERAL INDEMNITY. TO THE EXTENT ALLOWED BY LAW INCLUDING THE TEXAS STATE CONSTITUTION, TENANT WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS LANDLORD, PROPERTY MANAGER, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LOSS, LIABILITIES, JUDGMENTS, COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION, ATTORNEYS’ FEES AND COURT COSTS (EACH, A “LANDLORD CLAIM”) WHICH ARE SUFFERED BY, RECOVERED FROM OR ASSERTED AGAINST LANDLORD OR PROPERTY MANAGER AND ARISE FROM OR IN CONNECTION WITH (I) THE USE OR OCCUPANCY OF THE PREMISES, OR (II) ANY ACCIDENT, INJURY OR DAMAGE OCCURRING IN OR AT THE PREMISES; PROVIDED, HOWEVER, SUCH INDEMNIFICATION SHALL NOT INCLUDE ANY LANDLORD CLAIM WAIVED BY LANDLORD UNDER SECTION 7.4 ABOVE, OR ANY LANDLORD CLAIM TO THE EXTENT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR PROPERTY MANAGER.

SECTION 7.6 LANDLORD’S GENERAL INDEMNITY. LANDLORD WILL DEFEND, INDEMNIFY AND HOLD HARMLESS TENANT AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LOSS, LIABILITIES, JUDGMENTS, COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION, ATTORNEY’S FEES AND COURT COSTS (EACH, A “TENANT CLAIM”) WHICH ARE SUFFERED BY, RECOVERED FROM OR ASSERTED AGAINST TENANT AND ARISE FROM OR IN CONNECTION WITH ANY ACCIDENT, INJURY OR DAMAGE OCCURRING IN OR AT THE PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR ITS EMPLOYEES, AGENTS OR CONTRACTORS AND NOT COVERED BY THE INSURANCE MAINTAINED BY TENANT (OR WHICH WOULD HAVE BEEN SO COVERED HAD TENANT MAINTAINED THE INSURANCE REQUIRED TO BE MAINTAINED BY TENANT UNDER THIS LEASE); PROVIDED, HOWEVER, SUCH INDEMNIFICATION SHALL NOT INCLUDE ANY TENANT CLAIM WAIVED BY TENANT UNDER SECTION 7.4 ABOVE.

ARTICLE 8 CONDEMNATION

If the Property or any portion thereof that, in Landlord’s or Tenant’s reasonable opinion, is necessary to the continued efficient and/or economically feasible use of the Property or the Premises shall be taken or condemned for public purposes, or sold to a condemning authority in lieu thereof, then either party may, at its option, terminate this Lease on the effective date of such taking by delivering written notice thereof to the other party on or before ten (10) days after the effective date of the taking, condemnation or sale in lieu thereof. If neither Landlord nor Tenant elects to exercise such termination right, then this Lease shall continue in full force and effect, provided that if the taking, condemnation or sale includes any portion of the Premises, the Basic Annual Rent and Additional Rent shall be redetermined on the basis of the remaining square feet of Premises Rentable Area. Landlord, at Landlord’s sole option and expense, shall restore and reconstruct the Building to substantially its former condition to the extent that the same may be reasonably feasible, but such work shall not be required to exceed the scope of the work done by Landlord in originally constructing the Building. Landlord shall receive the entire award (which shall include sales proceeds) payable as a result of a condemnation, taking or sale in lieu thereof. Tenant shall, however, have the right to recover from such authority through a separate award which does not reduce Landlord’s award,

any compensation as may be awarded to Tenant on account of moving and relocation expenses and depreciation and removal of Tenant's physical property.

ARTICLE 9 LIENS

Tenant shall keep the Premises and the Property free from all liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant, and Tenant shall defend indemnify and hold harmless Landlord from and against any and all claims, causes of action, damages and expenses (including reasonable attorneys' fees) arising from or in connection with any such liens. If Tenant shall not, within ten (10) days following notification to Tenant of the imposition of any such lien, cause the same to be released of record by payment or the posting of a bond in amount, form and substance acceptable to Landlord, Landlord shall have, in addition to all other remedies provided herein and by law, the right but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of or defense against the claim giving rise to such lien. All amounts paid or incurred by Landlord in connection therewith shall be paid by Tenant to Landlord on demand and shall bear interest from the date of demand until paid at the rate set forth in Section 2.4 above.

ARTICLE 10 TAXES ON TENANT'S PROPERTY

Tenant shall be liable for and shall pay, prior to their becoming delinquent, any and all taxes and assessments levied against any personal property or trade or other fixtures placed by Tenant in or about the Premises.

ARTICLE 11 SUBLETTING AND ASSIGNING

SECTION 11.1 SUBLEASE AND ASSIGNMENT. Except as otherwise permitted herein and by Section 11.2 and Section 11.3 below, (x) Tenant shall not assign this Lease, or allow it to be assigned, in whole or in part, by operation of law, or sublet the Premises or any part thereof or permit the Premises to be occupied by any individual or business entity, or any combination thereof, other than Tenant, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, and (y) Tenant shall not otherwise mortgage, pledge or encumber its interest in this Lease, or allow it to be mortgaged, pledged or encumbered, in whole or in part, or by operation of law, without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole and absolute discretion. Notwithstanding any subletting or assignment by Tenant hereunder or any provision herein to the contrary, Tenant shall remain fully liable for the performance of all the covenants, agreements, terms, provisions and conditions contained in this Lease on the part of Tenant to be performed. No assignee or subtenant may further assign or sublet the Premises or any portion thereof without the prior written consent of Landlord. Any assignment made by Tenant shall contain a covenant of assumption by the assignee running to Landlord. All reasonable legal fees and expenses incurred by Landlord in connection with any proposed assignment or sublease proposed by Tenant will be paid by Tenant within thirty (30) days of receipt of an invoice from Landlord. For purposes of this Lease, "assignment" shall include, without limitation, the direct or indirect transfer of a majority or controlling ownership interests in, or the merger or dissolution of Tenant.

Notwithstanding the foregoing, Tenant shall have the right at any time during the Term of this Lease, without Landlord's consent but with prior written notice to Landlord and reimbursement of Landlord for all reasonable out of pocket expenses related to review and negotiation of any documentation required by an Affiliate or its lender, to sublet the Premises, or any portion thereof, to any Affiliate or to assign

Tenant's interest in this Lease to any Affiliate. Other than reimbursement of Landlord for reasonable out of pocket expenses, no economic consideration shall be payable to Landlord in connection with any assignment or sublease to an Affiliate. The term "Affiliate" shall mean an entity that is either (i) a surviving corporation in the event of a merger or consolidation by Tenant (it being agreed that Tenant may engage in any such merger or consolidation whether Tenant or the other entity is the survivor) so long as such survivor owns the majority of the assets of Tenant, (ii) Tenant's parent corporation, a wholly-owned subsidiary of Tenant or an entity controlled by or under common control with Tenant or (iii) any entity which may acquire all or substantially all of the assets of Tenant. Prior to any such sublease or assignment to an Affiliate, Tenant shall give Landlord notice thereof, together with information reasonably acceptable to Landlord substantiating that such sublessee or assignee is, in fact, an Affiliate as herein provided. Notwithstanding any provisions to the contrary contained in this Article 11, Tenant may not, through the use of any of its rights under this Article 11, through two (2) or more transactions, at one time or over time, whether by first assigning this Lease to an Affiliate and then merging the Affiliate into another entity or selling the stock or other ownership interests of such Affiliate or by other means, assign this Lease or any interest herein or sublease the Premises or any portion thereof, in any manner otherwise prohibited by this Article 11 or otherwise requiring consent of Landlord under this Article 11.

SECTION 11.2 LANDLORD'S RIGHTS. If Tenant desires to sublease any portion of the Premises or assign this Lease to a party which is not an Affiliate, Tenant shall submit to Landlord (a) in writing, the name of the proposed subtenant or assignee, the nature of the proposed subtenant's or assignee's business and, in the event of a sublease, the portion of the Premises which Tenant desires to sublease (b) a current balance sheet and income statement for such proposed subtenant or assignee, (c) a copy of the proposed form of sublease or assignment, and (d) such other information as Landlord may reasonably request (collectively, the "Required Information"). Landlord shall, within thirty (30) days after Landlord's receipt of the Required Information, deliver to Tenant a written notice (a "Landlord Response") in which Landlord either (i) consents to the proposed sublease or assignment, or (ii) withholds its consent to the proposed sublease or assignment, which consent shall not be unreasonably withheld so long as Tenant is not in default hereunder and Landlord has received all Required Information. In lieu of consenting to any such proposed sublease or assignment (and without regard to whether Landlord's action is "reasonable" or "unreasonable") Landlord shall have the right, within thirty (30) days after Landlord's receipt of the Required Information to (1) suspend this Lease as to the space so affected as of the date and for the duration of the proposed sublease or assignment, whereupon Tenant shall be relieved of all obligations hereunder as to such space during such suspension, but after such suspension, Tenant shall once again become liable hereunder as to the relevant space or, (2) if the proposed assignment or sublease is for the remainder of the term of this Lease, terminate this Lease as to the space so affected as of the date so specified by Tenant in its notice to Landlord, in which event Tenant shall be relieved of any and all further obligations hereunder as to such space.

SECTION 11.3 LANDLORD'S RIGHTS RELATING TO ASSIGNEE OR SUBTENANT. If this Lease or any part hereof is assigned or the Premises or any part thereof are sublet, Landlord may at its option collect directly from such assignee or subtenant all rents becoming due to Tenant under such assignment or sublease and apply such rent against any sums due to Landlord by Tenant hereunder. Tenant hereby authorizes and directs any such assignee or subtenant to make such payment of rent directly to Landlord upon receipt of notice from Landlord, and Tenant agrees that any such payments made by an assignee or subtenant to Landlord shall, to the extent of the payments so made, be a full and complete release and discharge of rent owed to Tenant by such assignee or subtenant. No direct collection by Landlord from any such assignee or subtenant shall be construed to constitute a novation or a release of Tenant or any guarantor of Tenant from the further performance of its obligations hereunder. In the event that, following an assignment or subletting, this Lease or the rights and obligations of Tenant hereunder are terminated for any reason, including without limitation in connection with default by or bankruptcy of

Tenant, Landlord may, at its option, consider this Lease to be thereafter a direct lease to the assignee or subtenant of Tenant upon the terms and conditions contained in this Lease.

ARTICLE 12
TRANSFERS BY LANDLORD, SUBORDINATION AND
TENANT’S ESTOPPEL CERTIFICATE

SECTION 12.1 SALE OF THE PROPERTY. In the event of any transfer of title to the Property, the transferor shall automatically be relieved and freed of all obligations of Landlord under this Lease accruing after such transfer, provided that the transferee expressly assumes in writing all obligations of Landlord hereunder accruing after the date of such transfer and further provided that if a Security Deposit has been made by Tenant, Landlord shall not be released from liability with respect thereto unless Landlord transfers the Security Deposit to the transferee.

SECTION 12.2 SUBORDINATION, ATTORNMENT AND NOTICE. This Lease is subject and subordinate (i) to each lease of all or any portion of the Property wherein Landlord is the tenant and to the lien of each mortgage and deed of trust encumbering all or any portion of the Property, regardless of whether such lease, mortgage or deed of trust now exists or may hereafter be created, (ii) to any and all advances (including interest thereon) to be made under each such lease, mortgage or deed of trust and (iii) to all modifications, consolidations, renewals, replacements and extensions of each such lease, mortgage or deed of trust. Tenant shall, in the event of the sale or assignment of Landlord’s interest in the Premises, attorn to and recognize such purchaser, assignee or lessor as Landlord under this Lease. Tenant shall, in the event of any proceedings brought for the foreclosure of, or in the event of the exercise of the power of sale under, any mortgage or deed of trust covering the Premises, attorn to and recognize the purchaser at foreclosure as Landlord under this Lease. The above subordination and attornment clauses shall be self-operative and no further instruments of subordination or attornment need be required by any mortgagee, trustee, lessor, purchaser or assignee. In confirmation thereof, Tenant agrees that, upon the request of Landlord, or any such mortgagee, trustee, lessor, purchaser or assignee, Tenant shall execute and deliver whatever instruments may be required for such purposes and to carry out the intent of this Section 12.2.

SECTION 12.3 TENANT’S ESTOPPEL CERTIFICATE. Tenant shall, within ten (10) days following the request of Landlord or any mortgagee of Landlord (whether under a mortgage or deed of trust), without additional consideration, deliver an estoppel certificate, consisting of reasonable statements required by Landlord, any mortgagee or purchaser of any interest in the Property, which statements may include but shall not be limited to the following: this Lease is in full force and effect, with rental paid through the date specified in the certificate; this Lease has not been modified or amended; Tenant is not aware that Landlord is in default or that Landlord has failed to fully perform all of Landlord’s obligations hereunder; and such other statements as may reasonably be required by the requesting party. If Tenant is unable to make any statements contained in the estoppel certificate because the same is untrue, Tenant shall with specificity state the reason why such statement is untrue.

ARTICLE 13
DEFAULT

SECTION 13.1 DEFAULTS BY TENANT. The occurrence of any of the events described in subsections 13.1.1 through 13.1.3 shall constitute a default by Tenant under this Lease.

13.1.1 Failure to Pay Rent. Any failure by Tenant to make a payment of Rent to Landlord when due where such failure is not cured within five (5) business days after Tenant’s receipt of written notice of non-payment.

- 13.1.2 Failure to Perform Other Obligations. Any failure by Tenant to observe and perform any provision of this Lease to be observed or performed by Tenant where such failure continues for thirty (30) days after Landlord gives Tenant written notice of such failure, provided that if such failure by its nature cannot be cured within such thirty (30) day period, Tenant shall not be in default hereunder so long as Tenant commences curative action within such thirty (30) day period, diligently and continuously pursues the curative action until fully cured.
- 13.1.3 Bankruptcy, Insolvency, Etc. Tenant or any Guarantor (i) becomes or is declared insolvent according to any law, (ii) makes a transfer in fraud of creditors according to any applicable law, (iii) assigns or conveys all or a substantial portion of its property for the benefit of creditors or (iv) files a petition for relief, or is the subject of an order for relief, under the Federal Bankruptcy Code or any other present or future federal or state insolvency, bankruptcy or similar law (collectively, “applicable bankruptcy law”) or a receiver or trustee is appointed for Tenant or Guarantor or its property; the interest of Tenant or Guarantor under this Lease is levied on under execution or under other legal process; or any involuntary petition is filed against Tenant or Guarantor under applicable bankruptcy law; provided, however, no action described in this subsection 13.1.3 shall constitute a default by Tenant if Tenant or Guarantor shall vigorously contest the action by appropriate proceedings and shall remove, vacate or terminate the action within sixty (60) days after the date of its inception.

SECTION 13.2 REMEDIES OF LANDLORD.

- 13.2.1 Termination of Lease. Upon the occurrence of a default by Tenant hereunder, Landlord may, without judicial process, terminate this Lease by giving written notice thereof to Tenant (whereupon all obligations and liabilities of Landlord hereunder shall terminate) and, without further notice and without liability, repossess the Premises. Landlord shall be entitled to recover all loss and damage Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise, including with limitation, accrued Rent to the date of termination and Late Charges, plus (a) interest thereon at the rate established under Section 2.4 above from the date due through the date paid or date of any judgment or award by any court of competent jurisdiction, (b) the unamortized cost of (i) brokers’ fees and commissions, (ii) attorneys’ fees, and (iii) any other costs incurred by Landlord in connection with making or executing this Lease, (c) the cost of recovering the Premises, and (d) the costs of reletting the Premises (including, without limitation, advertising costs, brokerage fees, leasing commissions, reasonable attorneys’ fees and refurbishing costs and other costs in readying the Premises for a new tenant).
- 13.2.2 Repossession and Re-Entry. Upon the occurrence of a default by Tenant hereunder, Landlord may, without judicial process, immediately terminate Tenant’s right of possession of the Premises (whereupon all obligations and liability of Landlord hereunder shall terminate) without terminating this Lease, and, without notice, demand or liability, enter upon the Premises or any part thereof, take absolute possession of the same, expel or remove Tenant and any other person or entity who may be occupying the Premises and change the locks. If Landlord terminates Tenant’s possession of the Premises under this subsection 13.2.2, (i) Landlord shall have no obligation to tender to Tenant a key for new locks installed in the Premises, (ii) Tenant shall have no further right to possession of the Premises, and (iii) Landlord will have the right to relet the Premises or any part thereof on such terms as Landlord deems advisable, subject to any obligation to mitigate damages imposed by applicable law. Any rent received by Landlord from reletting the Premises or a part thereof shall be applied first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord (in such order as Landlord shall designate), second, to the payment of any cost of such reletting, including, without limitation, refurbishing costs,

reasonable attorneys' fees, advertising costs, brokerage fees and leasing commissions and third, to the payment of Rent due and unpaid hereunder (in such order as Landlord shall designate), and Tenant shall satisfy and pay to Landlord any deficiency upon demand therefor. No such re-entry or taking of possession of the Premises by Landlord shall be construed as an election by Landlord to terminate this Lease unless a written notice of such termination is also given to Tenant pursuant to subsection 13.2.1 above. If Landlord relets the Premises, either before or after the termination of this Lease, all such rentals received from such lease shall be and remain the exclusive property of Landlord.

- 13.2.3 Cure of Default. Upon the occurrence of a default hereunder by Tenant, Landlord may, without judicial process and without having any liability therefor, enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action, except to the extent caused by the negligence or willful misconduct of Landlord.
- 13.2.4 Continuing Obligations. No repossession of or re-entering upon the Premises or any part thereof pursuant to subsection 13.2.2 or 13.2.3 above or otherwise and no reletting of the Premises or any part thereof pursuant to subsection 13.2.2 above shall relieve Tenant or any Guarantor of its liabilities and obligations hereunder, all of which shall survive such repossession or re-entering. In the event of any such repossession of or re-entering upon the Premises or any part thereof by reason of the occurrence of a default, Tenant will continue to pay to Landlord all Rent which is required to be paid by Tenant.
- 13.2.5 Cumulative Remedies. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy set forth herein or otherwise available to Landlord at law or in equity and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity. In addition to the other remedies provided in this Lease and without limiting the preceding sentence, Landlord shall be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of this Lease, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease.
- 13.2.6 Mitigation of Damages. For purposes of determining any recovery of rent or damages by Landlord that depends upon what Landlord could collect by using reasonable efforts to relet the Premises, whether the determination is required under subsections 13.2.1 or 13.2.2 or otherwise, it is understood and agreed that:
- (a) Landlord may reasonably elect to lease other comparable, available space in the Building, if any, before reletting the Premises.
 - (b) Landlord may reasonably decline to incur out-of-pocket costs to relet the Premises, other than customary leasing commissions and legal fees for the negotiation of a lease with a new tenant.
 - (c) Landlord may reasonably decline to relet the Premises at rental rates below then prevailing market rental rates, because of the negative impact lower rental rates would have on the value of the Building and because of the uncertainty of actually receiving

from Tenant the greater damages that Landlord would suffer from and after reletting at the lower rates.

- (d) Before reletting the Premises to a prospective tenant, Landlord may reasonably require the prospective tenant to demonstrate the same financial wherewithal that Landlord would require as a condition to leasing other space in the Building to prospective tenant.
- (e) Identifying a prospective tenant to relet the Premises, negotiating a new lease with such tenant and making the Premises ready for such tenant will take time, depending upon market conditions when the Premises first become available for reletting, and during such time no one can reasonably expect Landlord to collect anything from reletting.

SECTION 13.3 DEFAULTS BY LANDLORD. Landlord shall be in default under this Lease if Landlord fails to perform any of its obligations hereunder and such failure continues for a period of thirty (30) days after Tenant gives written notice to Landlord and each mortgagee who has a lien against any portion of the Property and whose name and address has been provided to Tenant stating that (a) Landlord is in breach of this Lease and (b) describing the breach with specificity, provided that if such failure cannot reasonably be cured within such thirty (30) day period, Landlord shall not be in default hereunder if the curative action is commenced within such thirty (30) day period and is thereafter diligently pursued until cured.

SECTION 13.4 LANDLORD'S LIABILITY. If Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the right, title and interest of Landlord in the Property as the same may then be encumbered and Landlord shall not be liable for any deficiency. In no event shall Landlord be liable to Tenant for consequential or special damages by reason of a failure to perform (or a default) by Landlord hereunder or otherwise. In no event shall Tenant have the right to levy execution against any property of Landlord other than its interest in the Property as above provided. Landlord shall not be liable to Tenant for any claims, actions, demands, costs, expenses, damage or liability of any kind which (a) are caused by (i) tenants or any persons either in the Premises or elsewhere in the Building (unless occurring in the Common Areas and caused by Landlord's negligence), (ii) occupants of property adjacent to the Building or Common Areas, (iii) the public, or (iv) the construction of any private, public or quasi-public work, or (b) are caused by any theft or burglary at the Premises or the Property.

ARTICLE 14 NOTICES

Any notice, request or approval pursuant to this Lease shall be in writing and shall be transmitted by (a) certified or registered mail, return receipt requested, postage prepaid, (b) personal delivery, (c) nationally recognized overnight courier service, (d) facsimile, or (e) electronic mail, along with a secondary form of transmission. Except as otherwise specified herein, all notices and other communications shall be deemed to have been duly given (1) five (5) business days after the date of posting if transmitted by certified or registered mail, (2) the date of delivery if transmitted by personal delivery, (3) the first business day after the date of posting if delivered by recognized national overnight courier service, or (4) if by electronic mail, the earlier of the date of written reply or confirmation from the recipient or the deemed date of delivery of the secondary form of transmission. Notices hereunder shall be delivered to each addressed as set forth in the Basic Lease Information (or such other addresses as a Party may hereinafter designate by notice to the other). Reference is made to Section 13.3 of this Lease for other provisions governing notices.

ARTICLE 15
MISCELLANEOUS PROVISIONS

SECTION 15.1 BUILDING NAME AND ADDRESS. Tenant shall not, without the written consent of Landlord, use the name of the Building for any purpose other than as the address of the business to be conducted by Tenant in the Premises and in no event shall Tenant acquire any rights in or to such names. Landlord shall have the right at any time to change the name, number or designation by which the Building is known.

SECTION 15.2 SIGNAGE. Landlord shall maintain a tenant directory in the main Building lobby, and shall provide Tenant one identification strip in such directory, setting forth Tenant's name and location. Tenant shall not otherwise inscribe, paint, affix, or display any signs, advertisements or notices on or in the Building or the Premises, except for such Building standard Tenant identification information reasonably approved in advance by Landlord and installed adjacent to the access door or doors to the Premises, at Tenant's cost. Landlord may withhold approval of any Tenant sign if necessary, in Landlord's discretion, to preserve aesthetic standards for the Building. All signs permitted hereunder shall constitute Installations and shall be subject to the provisions of subsection 6.3.3, including without limitation Landlord's rights under such subsection to perform and charge for the work necessary to complete Installations.

SECTION 15.3 NO WAIVER. No waiver by Landlord or Tenant of any provision of this Lease shall be deemed to have been made unless such waiver is expressly stated in writing signed by the waiving party. No waiver by Landlord or Tenant of any breach by the other party shall be deemed a waiver of any subsequent breach of the same or any other provision. The failure of Landlord or Tenant to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power or remedy contained in this Lease shall not be construed as a future waiver thereof. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of Rent due under this Lease shall be deemed to be other than on account of the earliest Rent due hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy which may be available to Landlord.

SECTION 15.4 APPLICABLE LAW. This Lease shall be governed by and construed in accordance with the laws of the State of Texas.

SECTION 15.5 COMMON AREAS. "Common Areas" shall mean all areas, spaces, facilities and equipment (whether or not located within the Building) made available by Landlord for the common and joint use of Landlord, Tenant and others designated by Landlord using or occupying space in the Building, including but not limited to, tunnels, walkways, sidewalks and driveways necessary for access to the Building, Building lobbies, the Garage, landscaped areas, public corridors, public rest rooms, Building stairs, elevators open to the public, service elevators (provided that such service elevators shall be available only for tenants of the Building and others designated by Landlord), drinking fountains and any such other areas and facilities as are designated by Landlord from time to time as Common Areas. "Service Corridors" shall mean all loading docks, loading areas and all corridors that are not open to the public but which are available for use by Tenant and others designated by Landlord. "Service Areas" will refer to areas, spaces, facilities and equipment serving the Building (whether or not located within the Building) but to which Tenant and other occupants of the Building will not have access, including, but not limited to, mechanical, telephone, electrical and similar rooms and air and water refrigeration equipment. Tenant is hereby granted a nonexclusive right to use the Common Areas and Service Corridors during the term of this Lease for their intended purposes, in common with others designated by Landlord, subject to the terms and conditions of this Lease, including, without limitation, the Rules and Regulations and the Parking Agreement attached hereto as Exhibit F. The Building, Common Areas, Service Corridors and Service Areas will be at all times

under the exclusive control, management and operation of the Landlord. Tenant agrees and acknowledges that the Premises (whether consisting of less than one floor or one or more full floors within the Building) do not include, and Landlord hereby expressly reserves for its sole and exclusive use, any and all mechanical, electrical, telephone and similar rooms, janitor closets, elevator, pipe and other vertical shafts and ducts, flues, stairwells, any area above the acoustical ceiling and any other areas not specifically shown on Exhibit B as being part of the Premises.

SECTION 15.6 SUCCESSORS AND ASSIGNS. Subject to Article 11 hereof, all of the covenants, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

SECTION 15.7 BROKERS. Tenant warrants that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease other than Jennifer Pasante Raymond, Inc dba JPR Commercial Real Estate, as Tenant's Broker, and that it knows of no other real estate brokers or agents (other than Landlord's Broker) who are or claim to be entitled to a commission in connection with this Lease. To the extent allowed by law, including the Texas State Constitution, Tenant agrees to defend, indemnify and hold harmless Landlord from and against any liability or claim, whether meritorious or not, arising with respect to any such broker and/or agent known to Tenant and not so named and claiming to be entitled to a commission by, through or under Tenant. Landlord has agreed to pay the fees of Tenant's Broker strictly in accordance with and subject to the terms and conditions of a separate written commission agreement.

SECTION 15.8 SEVERABILITY. If any provision of this Lease or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the application of such provisions to other persons or circumstances and the remainder of this Lease shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

SECTION 15.9 EXAMINATION OF LEASE. Submission by Landlord of this instrument to Tenant for examination or signature does not constitute a reservation of or option for lease. This Lease will be effective as a lease only upon execution by and delivery to both Landlord and Tenant.

SECTION 15.10 TIME. Time is of the essence in this Lease and in each and all of the provisions hereof. Whenever a period of days is specified in this Lease, such period shall refer to calendar days unless otherwise expressly stated in this Lease. If any date provided under this Lease for performance of an obligation or expiration of a time period is a Saturday, Sunday or a holiday generally recognized by businesses, the obligation shall be performed or the time period shall expire, as the case may be, on the next succeeding business day.

SECTION 15.11 DEFINED TERMS AND MARGINAL HEADINGS. The words "Landlord" and "Tenant" as used herein shall include the plural as well as singular. If more than one person is named as Tenant, the obligations of such persons are joint and several. The headings and titles to the articles, sections and subsections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

SECTION 15.12 AUTHORITY. Landlord and Tenant and each person signing this Lease on behalf of such party represents to the other party as follows: Such party, if a corporation, limited liability company, limited partnership, or partnership is duly formed and validly existing under the laws of the state of its formation and is duly qualified to do business in the State of Texas. Tenant has all requisite power and all governmental certificates of authority, licenses, permits, qualifications and other documentation to lease the Premises and to carry on its business as now conducted and as contemplated to be conducted. Each person signing on behalf of Landlord or Tenant is authorized to do so. The foregoing representation in this

Section 15.12 shall also apply to any corporation, limited liability company, limited partnership, or partnership which is a general partner or joint venturer of Tenant.

SECTION 15.13 FORCE MAJEURE. Whenever a period of time is herein prescribed for action to be taken by Landlord or Tenant, excluding interruption of services described in subsections 5.1.1 through 5.1.4, the party taking the action shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes which are beyond the reasonable control of such party; provided, however, in no event shall the foregoing apply to the financial obligations of either Landlord or Tenant to the other under this Lease, including Tenant's obligation to pay Basic Annual Rent, Additional Rent or any other amount payable to Landlord hereunder.

SECTION 15.14 NO RECORDING. This Lease shall not be recorded.

SECTION 15.15 PARKING. Exhibit F attached hereto sets forth agreements between Landlord and Tenant relating to parking.

SECTION 15.16 ATTORNEY'S FEES. In the event of any legal action or proceeding brought by either party against the other arising out of this Lease, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in such action (including, without limitation, all costs of appeal) and such amount shall be included in any judgment rendered in such proceeding.

SECTION 15.17 SURVIVAL OF INDEMNITIES. Each indemnity agreement and hold harmless agreement contained herein shall survive the expiration or termination of this Lease.

SECTION 15.18 RELOCATION OF PREMISES. Landlord may, upon sixty (60) days prior written notice to Tenant (the "Relocation Notice"), relocate the Premises to any other premises within the Building or to another Building in the same park if more than one (1) Building exists (hereinafter referred to as the "Relocated Premises"), provided the Relocated Premises is at least as large as the Premises. Landlord shall pay all out-of-pocket expenses incurred by Tenant in connection with any such relocation, including stationery costs, moving costs and expenses of furnishing the Relocated Premises with substantially the same type and quality of leasehold improvements as the Premises. In the event of such relocation, this Lease shall continue in full force and effect without any change in the terms or conditions of this Lease, except that the Relocated Premises shall be substituted for the original Premises. If Tenant shall not desire to so relocate, then within ten (10) days after Landlord sends the Relocation Notice to Tenant, either Landlord or Tenant may terminate this Lease effective sixty (60) days after the date of the Relocation Notice. If neither Landlord nor Tenant timely delivers notice of termination within such ten (10) day period, then Landlord and Tenant shall each be deemed to have waived its right to terminate this Lease as provided in this Section 15.18 and Tenant shall be obligated to relocate to the Relocated Premises in accordance with Landlord's Relocation Notice and the other terms and provisions of this Section 15.18. Such right of termination shall be Tenant's sole and exclusive remedy, at law or in equity, should Tenant not desire to relocate to the Relocated Premises. There shall be no abatement of any Rent or other sums payable hereunder on account of Tenant's relocation or any inconvenience or business loss caused to Tenant thereby.

SECTION 15.19 CONFIDENTIALITY. Tenant and Landlord acknowledge that the terms and conditions of the Lease are to remain confidential for Landlord's benefit and may not be disclosed by Tenant to anyone, by any manner or means, directly or indirectly, without Landlord's prior written consent; however, Tenant may disclose the terms and conditions of the Lease if required by Law or court order, in connection with a dispute between Landlord and Tenant, and to its attorneys, accountants, employees and existing or prospective financial partners provided same are advised by Tenant of the confidential nature of

such terms and conditions and agree to maintain the confidentiality thereof (in each case, prior to disclosure). Tenant shall be liable for any disclosures made in violation of this Section by Tenant or by any entity or individual to whom the terms of and conditions of the Lease were disclosed or made available by Tenant. The consent by Landlord to any disclosures shall not be deemed to be a waiver on the part of Landlord of any prohibition against any future disclosure.

SECTION 15.20 ENTIRE AGREEMENT. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or supplemented except by an agreement in writing signed by the parties hereto or their respective successors in interest.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Lease effective as of the Date of Lease set forth in the Basic Lease Information.

LANDLORD:

STOCKDALE MANAGEMENT, LLC,
an Arizona limited liability company,
as Attorney-in-fact for Owners,
SUGAR CREEK TIC INVESTORS, LLC, a Delaware
limited liability company,
and SUGAR CREEK/EPG, LLC, a Delaware limited
liability company

Date: _____

By: _____

Name: _____

Title: _____

TENANT:

FORT BEND COUNTY

Date: 12/14/2021 _____

By: KP George _____

KP George County Judge

EXHIBIT A

**LEGAL DESCRIPTION
METES AND BOUNDS DESCRIPTION
OF 5.62 ACRES OF LAND
OUT OF RESTRICTED RESERVE "A"
THE MARKET PLACE AT SUGAR LAND
IN THE BROWN & BELKNAP LEAGUE, A-15
FORT BEND COUNTY, TEXAS**

All that certain 5.62 acres of land, out of the 11.57 acre tract of land described in the deed from Twentieth Century Land Corporation to Granite Bay Holding Corporation recorded under File No. 9833224, in the Official Records of Fort Bend County, Texas, out of Restricted Reserve "A" of the Market Place at Sugar Land according to the plat thereof recorded under Slide No. 809A and 809B, in the Plat Records of Fort Bend County, Texas, in the Brown & Belknap League, A-15, Fort Bend County, Texas, and being more particularly described by metes and bounds as follows: (All bearings based on the recorded plat of said Restricted Reserve "A", The Market Place at Sugar Land)

BEGINNING at a $\frac{3}{4}$ " iron rod found for the northwest corner said Restricted Reserve "A", common to the northwest corner of the herein described tract, at the intersection of Sugar Creek Boulevard (State Highway Spur 41) (150' R.O.W.) and U.S. Highway 90A (175' R.O.W.);

THENCE N 75° 33' 28" E – 621.69', along the south right-of-way line of said U.S. Highway 90A, to a 5/8" iron rod found for the west corner of the southwest right-of-way cutback line at the intersection of said U.S. Highway 90A and Parkland Boulevard (100' R.O.W.);

THENCE S 60° 32' 40" E – 14.41', along said southwest right-of-way cutback line, to a 5/8" iron rod found for the south corner of said cutback in the west right-of-way line of said Parklane Boulevard;

THENCE S 16° 38' 48" E – 271.51', along said west right-of-way line, to a $\frac{3}{4}$ " iron rod found for the Point of Curvature of a curve to the right, having a central angle of 04° 19' 54", and a radius of 400.00';

THENCE along said curve to the right, continuing along said west right-of-way line, in a southerly direction, an arc distance of 30.24' to the southeast corner of the herein described tract;

THENCE S 75° 33' 28" W – 293.54' to an angle corner of the herein described tract;

THENCE S 14° 26' 32" E – 61.73' to an angle corner of the herein described tract;

THENCE S 75° 33' 28" W – 269.55' to a point on a curve to the right, having a central angle of 44° 31' 54", a radius of 91.88' and from which point the center of the circle of said curve bears S 75° 33' 28" W;

THENCE along said curve to the right, in a southwesterly direction, an arc distance of 71.41' to the Point of Compound Curvature of a curve to the right, having a central angle of 59° 11' 52", and a radius of 30.00";

THENCE along said curve to the right, in a southwesterly direction, an arc distance of 31.00' to the end of curve;

THENCE S 89° 17' 14" W – 73.74' to an angle corner of the herein described tract;

THENCE S 87° 31' 13" W – 43.00' to the southwest corner of the herein described tract, in the east right-of-way line of the aforesaid Sugar Creek Boulevard;

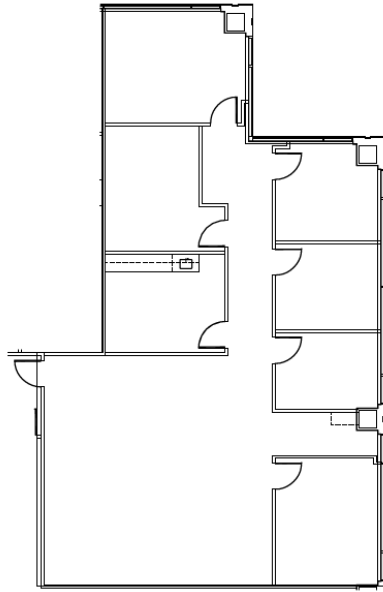
THENCE N 02° 27' 46" W – 217.79', along said east right-of-way line, to a ¾" iron rod found for an angle corner of said Restricted Reserve "A";

THENCE N 02° 25' 17" W – 210.96', continuing along said east right-of-way line, to the **POINT OF BEGINNING** of the herein described tract and containing 5.62 acres of land.

EXHIBIT B

Premises Floor Plan

(Premises not to scale)



SUGAR CREEK TOWER II
SUITE 390 – 2,416 SF

EXHIBIT C

RULES AND REGULATIONS

1. The sidewalks, walks, plaza entries, corridors, concourses, ramps, staircases, escalators and elevators of the Property shall not be obstructed or used by Tenant, or the employees, agents, servants, visitors or licensees of Tenant for any purpose other than ingress and egress to and from the Premises. No bicycle or motorcycle shall be brought into the Building or kept on the Premises without the prior written consent of Landlord.

2. No freight, furniture or bulky matter of any description will be received into the Property or carried into the elevators except in such a manner, during such hours and using such elevators and passageways as may be approved by Landlord, and then only upon having been scheduled in advance. Any hand trucks, carryalls, or similar equipment used for the delivery or receipt of merchandise or equipment shall be equipped with rubber tires, side guards and such other safeguards as Landlord shall require.

3. Landlord shall have the right to prescribe the weight, position and manner of installation of safes or other heavy equipment which shall, if considered necessary by Landlord, be installed in a manner which shall insure satisfactory weight distribution. All damage done to the Property by reason of a safe or any other article of Tenant's office equipment being on the Premises shall be repaired at the expense of Tenant. The time, routing and manner of moving safes or other heavy equipment shall be subject to prior approval by Landlord.

4. Only persons authorized by Landlord will be permitted to furnish newspapers, ice, drinking water, towels, barbering, shoe shining, janitorial services, floor polishing and other similar services and concessions to Tenant, and only at hours and under regulations fixed by Landlord.

5. Tenant, or the employees, agents, servants, visitors or licensees of Tenant shall not at any time leave, place or discard any rubbish, paper, articles or objects of any kind whatsoever outside the doors of the Premises or in the corridors, stairways or passageways of the Property.

6. Landlord shall have the right to prohibit any advertising by Tenant which includes the picture, name or address of the Property and which, in Landlord's opinion, tends to impair the reputation of the Property or its desirability for offices, and, upon written notice from Landlord, Tenant will refrain from or discontinue such advertising.

7. Tenant shall not place, or cause or allow to be placed, any sign, placard, picture, advertisement, notice or lettering whatsoever, in, about or on the exterior of the Premises, Building or Property except in and at such places as may be designated by Landlord and consented to by Landlord in writing. Any such sign, placard, advertisement, picture, notice or lettering so placed may be removed by Landlord without notice to and at the expense of Tenant. All lettering and graphics on corridor doors shall conform to the Building's standard prescribed by Landlord. No trademark shall be displayed in any event.

8. Canvassing, soliciting or peddling in the Building and/or Property is prohibited, and Tenant shall cooperate to prevent same.

9. Landlord shall have the right to exclude any person from the Property other than during customary business hours as set forth in the Lease, and any person in the Property will be subject to identification by employees and agents of Landlord. All persons in or entering the

Property shall be required to comply with the security policies of the Property. If Tenant desires any additional security service for the Premises, Tenant shall have the right (with the advance written consent of Landlord) to obtain such additional service at Tenant's sole cost and expense. Tenant shall keep doors to unattended areas locked and shall otherwise exercise reasonable precautions to protect property from theft, loss or damage. Landlord shall not be responsible for the theft, loss or damage of any property or for any error with regard to the exclusion from or admission to the Property of any person. In case of invasion, mob, riot or public excitement, Landlord reserves the right to prevent access to the Property during the continuance of same by closing the doors or taking other measures for the safety of the tenants and protection of the Property and property or persons therein.

10. Only workmen employed, designated or approved by Landlord may be employed for repairs, installations, alterations, painting, material moving and other similar work that may be done in or on the Premises. Tenant will refer all contractors, contractor's representatives and installation technicians rendering any service on or to the Premises for Tenant to Landlord for Landlord's approval and supervision before performance of any contractual service. This provision shall apply to all work performed in the Building including installation of telephones, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings equipment or any other physical portion of the Building.

11. Tenant shall not do any cooking (other than warming in a microwave oven) or conduct any restaurant, luncheonette, automat or cafeteria for the sale or service of food or beverages to its employees or to others, or permit the delivery of any food or beverage to the Premises, except by such persons delivering the same as shall be approved by Landlord and only under regulations fixed by Landlord. Tenant may, however, operate a microwave oven and coffee machine for its employees.

12. Tenant shall not bring or permit to be brought or kept in or on the Premises or the Property any inflammable, combustible, corrosive, caustic, poisonous, or explosive substance, or cause or permit any odors to permeate in or emanate from the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Property by reason of light, radiation, magnetism, noise, odors and/or vibrations, or interfere in any way with other tenants or those having business in the Property.

13. Except for the installation of pictures and standard office equipment and decoration within the Premises, Tenant shall not mark, paint, drill into, or in any way deface any part of the Property or the Premises. No boring, driving of nails or screws, cutting or stringing of wires shall be permitted, except as otherwise provided herein or with the prior written consent of Landlord, and as Landlord may direct. Tenant shall not install any resilient tile or similar floor covering in the Premises except with the prior approval of Landlord. The use of cement or other similar adhesive material is expressly prohibited.

14. No additional locks or bolts of any kind shall be placed on any door in the Property or the Premises and no lock on any door therein shall be changed or altered in any respect. Landlord shall furnish two keys for each lock on exterior doors to the Premises and shall, at Tenant's request and at Tenant's expense, provide additional duplicate keys. Tenant shall not make duplicate keys. All keys shall be returned to Landlord upon the termination of this Lease, and Tenant shall give to Landlord explanations of the combinations of all safes, vaults and combination locks remaining with the Premises. Landlord may at all times keep a pass key to the Premises. All entrance doors to the Premises shall be left closed at all times and left locked when the Premises are not in use. Landlord agrees to furnish to Tenant, at Landlord's expense, ten (10) CardKeys for access to the

Building during such times as the Building is not open to the public. Upon written request from Tenant, or other parties authorized by Tenant, Landlord will furnish additional CardKeys to Tenant at Tenant's expense. Should any CardKeys be lost or stolen, Tenant will immediately notify Landlord and Landlord will issue replacement CardKeys with a different computer code number. Such replacement CardKeys will be at Tenant's expense.

15. Tenant shall give immediate notice to Landlord in case of theft, unauthorized solicitation or accident in the Premises or in the Property or of defects therein or in any fixtures or equipment, or of any known emergency in the Property.

16. Tenant shall not use the Premises or permit the Premises to be used for photographic, multilith or multigraph reproductions, except in connection with its own business and not as a service for others without Landlord's prior permission.

17. Tenant shall not use or permit any portion of the Premises to be used as an office for a public stenographer or typist, offset printing, the sale of liquor or tobacco, a barber or manicure shop, an employment bureau, a labor union office, a doctor's or dentist's office, a dance or music studio, any type of school, or for any use other than those specifically granted in this Lease.

18. Tenant shall not advertise for laborers giving the Premises as an address, nor pay such laborers at a location on the Property.

19. The requirements of Tenant will be attended to only after notice to Landlord at the Building or at such other address as may be designated by Landlord in the Lease. Employees of Landlord shall not perform any work or do anything outside of their regular duties, unless under special instructions from the office of Landlord.

20. Tenant shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. Business machines and mechanical and electrical equipment belonging to Tenant which cause noise, vibration, electrical or magnetic interference, or any other nuisance that may be transmitted to the structure or other portions of the Property or to the Premises to such a degree as to be objectionable to Landlord or which interfere with the use or enjoyment by other tenants of their premises or the public portions of the Property shall be placed and maintained by Tenant, at Tenant's expense in settings of cork, rubber, spring type, or other vibration eliminators sufficient to eliminate noise or vibration.

21. No awning, draperies, shutters or other interior or exterior window coverings that are visible from the exterior of the Building or from the exterior of the Premises within the Building may be installed by Tenant.

22. Tenant shall not place, install or operate within the Premises or any other part of the Property any engine, stove, or machinery, or conduct mechanical operations therein, without the written consent of Landlord.

23. No portion of the Premises or any part of the Property shall at any time be used or occupied as sleeping or lodging quarters.

24. Tenant shall at all times keep the Premises neat and orderly.

25. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who or whose employees or invitees shall have caused it.

26. Landlord reserves the right to exclude or expel from the Property any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the Rules and Regulations of the Property.

27. Tenant shall use no other method of heating or cooling than that supplied by Landlord.

28. Tenant and its agents, employees and invitees shall observe and comply with the driving and parking signs and markers on the Property grounds and surrounding areas.

29. Except for seeing eye or hearing ear dogs, no animals, birds or fish shall be brought to or kept in or about the Property.

30. Smoking of any kind (cigarette, pipe, etc.) is strictly prohibited within the Premises, Building, Common Areas (to include, but not limited to, lobbies, corridors, restrooms, elevators, stairwells, and the Garage) and any other areas not specifically designated as a Smoking Area by Landlord. Tenant hereby agrees that violation of this smoking prohibition by Tenant, any subtenant or licensee of Tenant or any of their respective employees, agents, visitors or invitees (individually and collectively, "Tenant Party") shall be subject to a fine in the amount of One Hundred and No/100 Dollars (\$100.00) for the first violation by a Tenant Party and Two Hundred Fifty and No/100 Dollars (\$250.00) for each subsequent violation by a Tenant Party, whether or not the violation involves the same Tenant Party or a different Tenant Party. Repeated violations of this rule shall, at Landlord's discretion, constitute a default under this Lease.

31. Landlord shall have the right to install such devices within the Premises and elsewhere in the Building and on the Property as Landlord deems advisable to decrease consumption of utilities and waste on the Property, and Tenant shall cooperate with Landlord in the installation and use thereof. Landlord may establish such recycling programs as it deems advisable in its sole discretion, and guidelines for the same. Landlord may forbid or restrict the use of certain supplies by Tenant if alternatives are readily available at a comparable cost which are more readily recyclable or otherwise reduce the carbon footprint of the Property. Tenant shall ensure that all occupants of the Premises diligently observe the recycling program and the guidelines for the same as well as reasonable restrictions on the use of certain supplies. Landlord reserves the right to impose penalties on Tenant for the repeated failure of any occupant of the Premises to participate in the recycling program and observe the guidelines for the same or the repeated use of restricted supplies.

EXHIBIT D
INTENTIONALLY OMITTED

EXHIBIT E

ACCEPTANCE OF PREMISES MEMORANDUM

This Acceptance of Premises Memorandum is being executed pursuant to that certain Office Lease (the "Lease") dated the ___ day of _____, 2022 between SUGAR CREEK TIC INVESTORS, LLC, a Delaware limited liability company, and SUGAR CREEK/EPG, LLC, a Delaware limited liability company (collectively, "Landlord") and FORT BEND COUNTY ("Tenant"), pursuant to which Landlord leased to Tenant and Tenant leased from Landlord certain space in the office building located at 13131 South Dairy Ashford, Sugar Land, Texas 77478 (the "Building"). Landlord and Tenant hereby agree that:

1. The Premises are tenantable, Landlord has no obligation for construction and Tenant acknowledges that the Building, and the Premises are satisfactory in all respects, and are suitable for the Permitted Use.
2. The Commencement Date of the Lease is January 1, 2022.
3. The Expiration Date of the Lease is June 30, 2023.
4. Tenant acknowledges receipt of the current Rules and Regulations for the Building.
5. All capitalized terms not defined herein shall have the meaning assigned to them in the Lease.

Agreed and Executed this _____ day of _____, 2022.

LANDLORD:

STOCKDALE MANAGEMENT, LLC,
an Arizona limited liability company,
as Attorney-in-fact for Owners,
SUGAR CREEK TIC INVESTORS, LLC, a
Delaware limited liability company,
and SUGAR CREEK/EPG, LLC, a Delaware
limited liability company

By: _____
Name: _____
Title: _____

TENANT:

FORT BEND COUNTY

By: _____
KP George, County Judge

EXHIBIT F

PARKING AGREEMENT

1. Throughout the original Term of this Lease, Tenant shall lease from Landlord ten (10) unreserved parking permits in the Garage, each of which parking permits shall be leased for the entirety of the Term.

2. For each such parking permit, Tenant shall not be required to pay Landlord any additional charge. Rent ("Parking Rent") for additional parking permits used by Tenant throughout the Term shall be the prevailing market rent for such reserved or unreserved parking permit, as applicable.

3. Any such Parking Rent shall be payable in accordance with the policies established by Landlord (or its agent) from time to time for payment of Parking Rent in the Garage. Tenant shall indemnify and hold harmless Landlord from and against all claims, losses, liabilities, damages, costs and expenses (including, but not limited to, attorneys' fees and court costs) arising or alleged to arise out of Tenant's use of any such parking spaces. Tenant shall have no further rights to (a) any parking permit not taken at the beginning of the original Term or (b) any parking permit taken at the beginning of the original Term and thereafter released by Tenant with Landlord's consent or terminated by Landlord for failure to pay Parking Rent or to comply with the other terms and conditions for the leasing of such parking permit imposed by Landlord. Upon the termination of this Lease, Tenant's rights to the parking permits then being leased to Tenant hereunder shall terminate. In the event any of the above parking spaces are or become unavailable at any time or from time to time throughout the Term, whether due to casualty or any other cause, the Lease shall continue in full force and effect, and Tenant's sole remedy shall be an abatement of Parking Rent for those parking spaces rendered unavailable, which abatement shall continue until such time as said parking spaces, or substitutes therefor, again become available, it being expressly agreed and understood that Landlord shall have no duty to provide substitute parking spaces for those spaces rendered unavailable; provided, however, that Landlord agrees to use reasonable efforts to restore the Garage to the condition immediately preceding such damage as soon as reasonably practicable.

4. Tenant agrees to comply with all reasonable rules and regulations now or hereafter established by Landlord relating to the use of the Garage by contract parking patrons. A condition of any parking shall be compliance by the parking patron with Garage rules and regulations, including any sticker or other identification system established by Landlord. The following rules and regulations are in effect until notice is given to Tenant of any change. Landlord may refuse to permit any person who violates the rules to park in the Garage, and any violation of the rules shall subject the car to removal.

RULES AND REGULATIONS

1. Cars must be parked entirely within the stall lines painted on the floor.
2. All directional signs and arrows must be observed.
3. The speed limit shall be 5 miles per hour.
4. Parking is prohibited:

- (a) in areas not striped for parking
- (b) in aisles
- (c) where "No Parking" signs are posted
- (d) in cross hatched areas
- (e) in such other areas as may be designated by Landlord or Landlord's agent(s).
- (f) by tenants in Visitor, Delivery, Handicapped (except for handicapped tenants) or other specially designated parking areas

5. Parking stickers or any other device or form of identification supplied by Landlord shall remain the property of the Landlord and shall not be transferable. There will be a replacement charge payable by Tenant equal to the amount posted from time to time by Landlord for loss of any magnetic parking card or parking sticker.

6. Garage managers or attendants are not authorized to make or allow any exceptions to these Rules and Regulations.

7. Every parker is required to park and lock his own car. All responsibility for damage to cars or persons is assumed by the parker.

8. No intermediate or full-size cars shall be parked in parking spaces limited to compact cars.

9. All motorcycles/motorized bicycles are to be parked in the designated motorcycle area, and will be removed from the property if not in the designated area.

Failure to promptly pay the Parking Rent required hereunder or persistent failure on the part of Tenant or Tenant's designated parkers to observe the rules and regulations above shall give Landlord the right to terminate Tenant's right to use the Garage. No such termination shall create any liability on Landlord or be deemed to interfere with Tenant's right to quiet possession of the Premises.

EXHIBIT G

JANITORIAL SERVICES

NIGHTLY SERVICES

1. Empty waste receptacles, transfer to designated location for removal.
2. Sweep synthetic flooring with chemically treated dry mop, creating no dust, and wet mop spillages.
3. Feather dust office furniture, paneling and window sills. Spot clean desk tops to remove film, smudges, and markings if desks are left free of papers, office equipment, etc.
4. Empty and clean ashtrays. Empty debris from sand urns, smooth sand, and replace when necessary.
5. Clean and disinfect dispensing area of water fountains and coolers. Wash metal housings and shiny metal fixture units.
6. Spot clean main entrance door glass, any adjacent side glass and interior partition glass to remove fingerprints and smudges.
7. Use lights only in areas being cleaned.
8. Vacuum carpeted areas. Spot clean spills and smudges caused during the day.
9. Sweep stairwells and dust handrails.
10. Sweep sidewalks at lobby entrance.
11. Spot clean walls and vertical woodwork within reach.
12. Vacuum and spot clean elevator floors, walls and tracks.
13. Spray buff hard surface lobbies in public areas.
14. Remove main entrance door mats, clean mats and return to proper location.
15. Clean and disinfect lavatory floors.
16. Polish mirrors, brightwork, enameled surfaces.
17. Wash and disinfect all basins, bowls and urinals.
18. Hand dust, clean and disinfect all toilet partitions, tops of tile ledges, paper towel and sanitary napkin dispensers.
19. Clean and fill toilet tissue, hand soap, and hand towel dispensers in common area restrooms.

WEEKLY SERVICES

1. Remove fingerprints, smudges, and scuff marks from vertical and horizontal surfaces within reach. This includes, but is not limited to, doors, walls, glass partitions, and window sills.

BIWEEKLY SERVICES

1. Clean, wax and polish vinyl and resilient flooring in common areas.

MONTHLY SERVICES

1. Wash down ceramic tile walls in lavatory compartment partitions.
2. Perform high dusting on air vents, ledges, tops of partitions, baseboards, high windowsills, racks and shelves.

In no event shall random minor deviations from the above Janitorial Services be construed as Landlord's failure to perform as defined in Subsection 5.1.5. of the Lease.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Sugar Creek/EPG, LLC
Sugar Land, TX United States

Certificate Number:
2021-834413

Date Filed:
12/20/2021

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County

Date Acknowledged:
12/20/2021

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Sugar Creek/EPG, LLC
Lease

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)