

## LEASE

THIS LEASE ("Lease") is entered into as of the \_\_\_\_\_ day of December 2022, by and between COMMERCE GREEN ASSOCIATES, L.P., ("Landlord") and Fort Bend County ("Tenant"), whose address prior to the Commencement Date (hereinafter defined) is 301 Jackson Street, Richmond, Texas 77469

## WITNESSETH:

## ARTICLE 1

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1.01. INTRODUCTORY PROVISIONS AND DEFINITIONS. The Lease provisions and definitions set forth in this Section 1.01 in summary form are solely to facilitate convenient reference by the parties. If there is any conflict between this Section and any other provisions of this Lease, the latter shall control.

- (a) Landlord's Name and Address: COMMERCE GREEN ASSOCIATES, L.P.  
c/o Poynter Commercial Properties Corp.  
11757 Katy Freeway, Suite 1300  
Houston, Texas 77079
- (b) Tenant's Name and Address  
after the Commencement Date: Fort Bend County  
245 Commerce Green Blvd, Suite 125  
Sugar Land, Texas 77478
- (c) Building: COMMERCE GREEN OFFICE PARK  
245 Commerce Green Blvd.  
Sugar Land, Texas 77478  
Containing approximately 49,557 square feet of total rentable area
- (d) Premises: 1,620 square feet of rentable area on the 1st level of the Building designated as Suite No. 125.
- (e) Parking: Four (4) Unreserved garage parking permits @ \$0.00 per month each  
One (1) Unreserved "surface" parking permits @ \$0.00 per month
- (f) Permitted Use: General, administrative and executive office use.
- (g) Primary Term: Twenty-four (24) Months
- (h) Commencement Date: January 1, 2023
- (i) Tenant's Pro Rata Share: 3.27% as set forth in Section 5.01
- (j) Base Rent:
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| Months 1-12 :  | \$17.00 multiplied by the rentable area contained in the Premises per year<br>\$ 2,295.00 per month  |
| Months 13-24 : | \$ 17.50 multiplied by the rentable area contained in the Premises per year<br>\$ 2,362.50 per month |
- (k) Operating Expense / Escalations: In addition to Base Rent Tenant shall pay its Pro Rata Share of the Operating Expenses for the Project (as such term is hereinafter defined)
- (l) Security Deposit: \$3,771.90 equal to the last full month's Rent.
- (m) Guarantor: N/A

## ARTICLE 2

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2.01. PREMISES. In consideration of the obligation of Tenant to pay Rent (as hereinafter defined) as herein provided and in consideration of the other terms, covenants and conditions hereof, Landlord hereby does lease, let and demise unto Tenant, and Tenant hereby does lease and rent from Landlord, upon and subject to the provisions of this Lease, approximately 1,620 square feet of rentable area as reflected on the floor plans attached hereto as Exhibit "B" and incorporated herein for all purposes (such space so leased to Tenant is herein called the "Premises") located in the building known as "Commerce Green Office Park, Building II" (the "Building") located at 245 Commerce Green Blvd., Sugar Land, Texas 77478, on the tract of land ("Land") situated in Fort Bend County, Texas and more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes (the Building, the Land, and the parking areas and garages being hereinafter collectively referred to as the "Project"), TO HAVE AND TO HOLD said Premises for the Term, subject to the provisions of this Lease. Landlord reserves the right, without incurring any liability to Tenant and without altering in any way Tenant's obligations under this Lease, to (i) change the tenant mix of the Project without prior notice, (ii) to develop certain areas of the Land as separate parcels and remove or exclude them, from the Project, in Landlord's sole discretion, and (iii) increase, reduce or change the size, height or layout of the Project or any part thereof, and the right to change the parking plan, tenant mix and/or parking ratios or to construct new buildings and structures in the common areas and to remove and replace existing buildings, tenants and structures in the Project, provided in any such case that Tenant's cost, use and enjoyment of the Premises is not materially adversely affected.

2.02. IMPROVEMENTS BY LANDLORD. Before the Commencement Date and subject to delays caused by Tenant, Landlord shall substantially complete any leasehold improvements ("Leasehold Improvements") to be constructed or installed by Landlord pursuant to Exhibit "C" attached hereto and incorporated herein for all purposes. All installations now or hereafter placed on the Premises in excess of Building Standard items as determined by Landlord and as set forth in Exhibit "C" shall be for Tenant's account and at Tenant's cost (and Tenant shall pay ad valorem taxes and increased insurance thereon), which costs shall be payable by Tenant to Landlord as additional Rent hereunder promptly upon being invoiced therefor, and failure by Tenant to pay same in full within thirty (30) days shall constitute an event of default by Tenant hereunder giving rise to all remedies available to Landlord under this Lease and at law for non-payment of Rent.

2.03. CONDITION OF PREMISES. Tenant has inspected the Premises and the common areas of the Building and the parking facilities, is familiar with their condition and accepts same in their present "AS IS" condition. Tenant acknowledges that Landlord is not obligated to do any further construction or make any additional improvements, except as provided in Section 2.02 hereof. The taking of possession of the Premises by Tenant shall be deemed to conclusively establish that the Premises have been accepted by Tenant and are in good and satisfactory condition, except for minor "punch list" items agreed to in writing by Landlord and Tenant, which Landlord will promptly remedy. **TENANT HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR SUITABILITY OF THE PREMISES FOR TENANT'S INTENDED USE.**

## ARTICLE 3

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3.01. TERM. Subject to the other provisions hereof, this Lease shall be and continue in full force and effect for a primary term of Twenty-four (24) months commencing on January 1, 2023 ("Commencement Date") and expiring on December 31, 2024 ("Expiration Date"). Such term, as it may be extended or modified (but only by written agreement of the parties or pursuant to an express provision of this Lease), is herein called the "Term".

3.02. COMMENCEMENT. Subject to Section 3.03 hereof, if on the Commencement Date any of the work described in Exhibit "C" hereto that is required to be performed by Landlord at Landlord's expense has not been substantially completed, or if Landlord is unable to tender possession of the Premises to Tenant on the Commencement Date due to any other reason beyond the reasonable control of Landlord, then the Commencement Date shall be postponed until such work is substantially completed the Expiration Date shall be extended so that the Term shall continue for the full number of months set forth in Section 3.01 and Landlord shall not be liable for any claims or damages in connection with such failure to complete construction or tender possession.

3.03. LATE POSSESSION. No delay in the completion of the Premises resulting from delay or failure on the part of Tenant in furnishing information, work or other matters required in Exhibit "C" shall delay the Commencement Date, the Expiration Date or the commencement of installments of Rent.

3.04. EARLY POSSESSION. If prior to the Commencement Date, Tenant shall enter into possession of all or any part of the Premises for any reason such possession shall be subject to all of the provisions of this Lease, and the Term and the payment of all Rent shall commence, with respect to all or such part of the Premises as are so occupied by Tenant, on the date of such entry, and the total amount of all Rent due hereunder shall be increased accordingly, provided that no such early entry shall operate to change the Expiration Date provided for herein.

3.05. CERTIFICATE OF COMMENCEMENT DATE AND EXPIRATION DATE. Upon request by either Landlord or Tenant, both parties shall execute and deliver a certificate setting forth the actual Commencement Date and Expiration Date, if either or both of such dates is other than as set forth in Section 3.01 or if necessary for any other reason.

#### ARTICLE 4

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4.01. BASE RENT. Tenant, in consideration for this Lease and the leasing of the Premises for the Term, agrees to pay to Landlord as Rent ("Base Rent") all sums set forth in Section 1.01 (j). Base Rent is payable in advance and without demand, on the first day of each calendar month during the Term. If the Commencement Date is other than the first day of a month, Tenant shall be required to pay only a pro rata portion of the monthly installment of Base Rent for the first partial month of the Term for which Base Rent is payable hereunder.

4.02. PAYMENT OF RENT. As used in this Lease, "Rent" shall mean the Base Rent, the Operating Expense reimbursements pursuant to Section 5.01, the Parking Rent pursuant to Section 17.12 hereof, and all other monetary obligations provided for in this Lease to be paid by Tenant, all of which shall constitute rental in consideration for this Lease and the leasing of the Premises. The Rent shall be paid at the times and in the amounts provided for herein in legal tender of the United States of America to Landlord at the address specified above or to such other person or at such other address as Landlord may from time to time designate in writing. The Rent shall be paid without notice, demand, abatement, deduction, or offset except as may be expressly set forth in this Lease.

Landlord shall, at its option, have the right to collect from Tenant, ten cents (\$.10) for each dollar (\$1.00) of each installment of Rent which is not received within five (5) days after its due date for any reason whatsoever (notwithstanding any notice requirement hereunder, if any) and Tenant agrees to pay such amount immediately on demand as liquidated damages to cover the additional costs of collecting and processing such late payments. Tenant acknowledges that the late payment by Tenant to Landlord of Rent due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. If such failure to pay Rent continues beyond such five (5) day period, any and all due and unpaid Rent shall bear interest at the lesser of (i) eighteen percent (18%) per annum, or (ii) the maximum non-usurious rate allowed by applicable law (the "Default Interest Rate"), from the date such Rent became due until the date such Rent is received by Landlord. Such interest shall be immediately due and payable as additional Rent hereunder. The collection of such late charge and/or such interest by Landlord shall be in addition to and cumulative of any and all other remedies available to Landlord.

It is the intention of Landlord and Tenant to conform to all applicable laws concerning the contracting for, charging and receiving of interest. In the event that any payments of interest required under this Lease are ever found to exceed any applicable limits, Landlord shall credit the amount of any such excess paid by Tenant against any amount owing under this Lease or if all amounts owing under this Lease have been paid, Landlord shall refund to Tenant the amount of such excess paid by Tenant. Landlord and Tenant agree that Landlord shall not be subject to any applicable penalties in connection with any such excess interest, it being agreed that any such excess interest contracted for, charged or received pursuant to this Lease shall be deemed a result of a bona fide error and a mistake. Each covenant, agreement, obligation, or other provision of this Lease to be performed by Tenant shall be construed as a separate and independent covenant of Tenant, not dependent on any other provision of this Lease. Without limitation of the foregoing, the obligation of Tenant to pay Rent is an independent covenant, and no act or circumstance, whether constituting a breach of covenant by Landlord or not, shall release or modify Tenant's obligation to pay Rent.

#### ARTICLE 5

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5.01. OPERATING EXPENSE REIMBURSEMENT. In addition to the Base Rent Tenant shall pay to Landlord its proportionate share of the Operating Expenses. Tenant's proportionate share is agreed to be 3.27% ("Tenant's Pro Rata Share"). Landlord will provide to Tenant an estimate of the amount of Operating Expenses for the upcoming year ("Estimated Operating Expense"). In addition to the Base Rent, Tenant shall pay in advance on the first day of each calendar month during the Term, installments equal to 1/12th of Tenant's Pro Rata Share of the Estimated Operating Expense, except that the first such monthly installment is due upon the Commencement Date.

Within one hundred fifty (150) days after the end of each calendar year during the Term, Landlord shall furnish to Tenant a statement certified by Landlord of the Actual Operating Expenses (hereinafter defined) for the immediately preceding calendar year, which statement shall specify the various types of Operating Expenses and set forth Landlord's calculations of Tenant's Pro Rata Share of the Actual Operating Expense. If Tenant's Pro Rata Share of the Estimated Operating Expense paid to Landlord during the previous calendar year exceeds Tenant's Pro Rata Share of the Actual Operating Expense, then Landlord shall, at its option, either refund the difference to Tenant at the time Landlord furnishes the statement of the Actual Operating Expense or credit the amount overpaid by Tenant to Tenant's Pro Rata Share of the Estimated Operating Expense for the next calendar year. Otherwise, within fifteen (15) days after Landlord furnishes such statement to Tenant, Tenant shall make a lump sum payment to Landlord equal to Tenant's Pro Rata Share of the positive difference between the Actual Operating Expense and the Estimated Operating Expense previously paid by Tenant.

The Estimated Operating Expense shall equal Landlord's estimate of Operating Expenses for the applicable calendar year. Landlord's statement of the Estimated Operating Expense shall control for the year specified in such statement and for each succeeding year during the Term until Landlord provides a new statement of the Estimated Operating Expense. The "Actual Operating Expense" shall equal the actual Operating Expenses for the applicable calendar year.

5.02. OPERATING EXPENSES. The term "Operating Expenses" shall mean and include all those amounts, expenses, and costs of whatsoever nature that Landlord incurs because of or in connection with the ownership, operation, management, repair, or maintenance of the Project and Landlord's personal property used in connection therewith. Operating Expenses shall be determined on an accrual basis in accordance with generally accepted accounting principles consistently applied and shall include, without limitation, the following:

(a) Wages, salaries, fees, related taxes, insurance, benefits, and reimbursable expenses of all personnel engaged in operating, repairing, and maintaining the Project and providing traffic control about the Project; provided, however, that if during the Term such personnel are also working on other projects being operated by Landlord, their wages, salaries, fees and related expenses shall be allocated by Landlord in good faith among all of such projects and only that portion of such expenses allocable to the Project shall be included as an "Operating Expense."

(b) Costs of all supplies, tools, equipment and materials used in operating, repairing, and maintaining the Project.

(c) Costs of all utilities for the Project, including, without limitation, water, electricity, gas, fuel oil, heating, lighting, air conditioning, and ventilating.

(d) Costs of all maintenance, security, window cleaning, elevator maintenance, landscaping, repair, janitorial, and other similar service agreements for the Project and the equipment and other personal property of Landlord therein and thereon used in connection with the operation, management, repair or maintenance of the Project.

(e) Costs of all insurance relating to the Project and its occupancy or operations, including but not limited to (i) the cost of casualty and liability insurance applicable to the Project or Landlord's personal property used in connection with the operation of the Project, (ii) the cost of business interruption insurance in such amounts as will reimburse Landlord for all losses of earnings and other income attributable to the ownership and operation of the Project, and (iii) the cost of insurance against such perils and occurrences as are commonly insured against by prudent landlords.

(f) All taxes, assessments, and governmental charges and fees of whatsoever nature, whether now existing or subsequently created, attributable to the Project or its occupancy or operation, excluding only franchise and income taxes of Landlord (but not excluding such taxes if imposed in the future wholly or partially in lieu of present real estate, ad valorem, or similar taxes), and including all such taxes whether assessed to or paid by Landlord or third parties, but excluding such taxes to the extent, if any, that Tenant, any other tenant of the Project, or any other party specifically reimburses Landlord therefor (other than through the payment of Operating Expense reimbursements).

(g) Costs of repairs to and maintenance of the Project undertaken by Landlord in its sole discretion, excluding any such costs as are paid by the proceeds of insurance, by Tenant, or by other third parties, and excluding any alterations of space occupied by other tenants of the Building, but expressly including costs associated with bringing common areas of the Project, including, without limitation, the parking facilities, into compliance with the Americans with Disabilities Act, Texas Architectural Barriers Act or any other laws, regulations, ordinances, codes and other legal requirements applicable to the Building or other common areas of the Project after the Commencement Date.

(h) Any management fees paid by Landlord for management services rendered in connection with the Project.

(i) Amortization of the cost of capital investment items which are installed primarily to reduce Operating Expenses for the benefit of all of the Project's tenants or which may be required by any governmental authority. All such costs, including interest costs, shall be amortized over the reasonable life of the capital investment items, with the reasonable life and amortization schedule being determined by Landlord according to generally accepted accounting principles, but in no event to extend beyond the reasonable life of the Building.

(j) Landlord's central accounting costs, and legal, appraisal (if such appraisal is related to efforts to reduce Operating Expenses), and other such third party fees relating to the operation of the Project.

(k) The fair market rental value of Landlord's and the property manager's offices, if any, in the Building.

Notwithstanding the foregoing provisions of this Section 5.02, "Operating Expenses" shall not include any of the following:

(a) Costs incurred by Landlord for alterations and additions which are considered capital expenditures under generally accepted accounting principles, consistently applied, except to the extent provided in Section 5.02(i).

(b) Any costs or expenditures for which and to the extent Landlord is reimbursed by Tenant (other than pursuant to this Article 5), any other tenant of the Project (other than through the payment of Operating Expense reimbursements), insurance, or condemnation proceeds.

(c) The cost of preparing, renovating, painting, decorating, or otherwise modifying any part of the Building other than Building public and common areas.

(d) Leasing commissions, attorney's fees, costs and disbursements incurred in connection with negotiation of leases with tenants or prospective tenants and similar costs incurred in connection with disputes between Landlord and tenants of the Building, ground rentals (except to the extent the same may be made to pay insurance or taxes), non-cash items (including, without limitation, depreciation, except to the extent provided in Section 5.02(i), and obsolescence), debt service (principal and interest) and other debt costs, and advertising and promotional expenditures.

Any and all net profits to Landlord derived from the use of common areas, such as for vending rooms, shall be deducted from Landlord's costs and expenses in determining "Operating Expenses."

Nothing contained in this Section 5.02 shall be construed as requiring Landlord to provide any services which are not specifically set forth in this Lease as obligations of Landlord.

**5.03. PRORATION AND ADJUSTMENT OF OPERATING EXPENSES.** If this Lease commences on other than the first day of a calendar year, or if this Lease expires on other than the last day of a calendar year, then the Operating Expenses for all of such calendar year shall be prorated according to the portion of the Term that occurs during such calendar year. If at any time the Building is not fully occupied or Landlord is not supplying all services to all portions of the Building during an entire calendar year, then, at Landlord's option, that portion of Operating Expenses, the Actual Operating Expense and the Estimated Operating Expense that varies with occupancy shall be adjusted as though the Building had been fully occupied and Landlord were supplying all services to all portions of the Building during the entire calendar year.

**5.04. AUDIT.** Landlord, within sixty (60) days following Tenant's written request, will provide Tenant with copies of paid tax receipts and a statement reflecting the Operating Expenses of the Building for any calendar year (or portion thereof) during the Term in which an Actual Operating Expense is due from Tenant; provided, however, such written request by Tenant must be made within thirty (30) days following the date Landlord gives Tenant written notice that an Actual Operating Expense is due from Tenant. Tenant shall have the right, within thirty (30) days of Tenant's receipt of such statement, to schedule an audit at Tenant's expense of Landlord's books and records relating to Operating Expenses for the calendar year covered by such statement, such audit to take place at a time mutually agreeable to Landlord and Tenant, but not later than sixty (60) days after Tenant's receipt of such statement.

**5.05. WAIVER OF RIGHT TO PROTEST.** It is acknowledged and agreed that Landlord shall have the sole right to protest the appraised value of all or any part of the Land and Building. TENANT SHALL NOT INVOKE ANY RIGHTS TO PROTEST THE APPRAISED VALUE OF THE PROPERTY OR TO APPEAL THE SAME AND ANY AND ALL RIGHTS TO RECEIVE NOTICES OF APPRAISALS OR REAPPRAISALS AS SET FORTH IN SECTIONS 41.413 AND 42.015 OF THE TEXAS TAX CODE. To the extent such waiver is prohibited by applicable law, Tenant hereby appoints Landlord as Tenant's attorney in fact, coupled with an interest, to appear and take all actions on behalf of Tenant which Tenant may have under said Section of Texas Tax Code with respect to the Project, but not with respect to Tenant's personal property located within the Premises.

**5.06 DETERMINATION OF CHARGES.** Landlord and Tenant are knowledgeable and experienced in commercial transaction and agree that the provisions set forth in the Lease for determining Rent and other charges and amounts payable by Tenant are commercially reasonable and valid even though such methods may not state a precise mathematical formula for determining such charges. ACCORDINGLY, TENANT HEREBY VOLUNTARILY AND KNOWINGLY WAIVES ALL RIGHTS AND BENEFITS OF TENANT UNDER SECTION 93.012 OF THE TEXAS PROPERTY CODE, AS SUCH SECTION NOW EXISTS OR AS MAY BE HEREAFTER AMENDED OR SUCCEEDED.

#### ARTICLE 6 =====

**6.01. USE.** Tenant shall use and occupy the Premises only for the Permitted Use set forth in Section 1.01(f) hereof, and for no other purposes. Tenant shall not use or permit the Premises or any portion thereof to be used for any purpose other than the permitted use or for any unlawful purpose or in any unlawful manner, and shall comply with all federal, state, and local governmental laws, ordinances, orders, rules and regulations applicable to the Premises, the Project, and the occupancy thereof and Tenant shall give prompt written notice to Landlord of any notification to Tenant of any claimed violation thereof. Tenant shall at its own cost and expense obtain any and all licenses and permits necessary for the use of the Premises. Tenant shall not do or permit anything to be done in or about the Premises, nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the Project or any of its contents, or cause cancellation of any insurance policy covering the Project or any part thereof or any of its contents. In the event that, by reason of any acts of Tenant or its conduct of business, there shall be any increase in the rate of

insurance on the Building or its contents, Tenant hereby agrees to pay such increase. Tenant shall not do or permit anything to be done in or about the Premises and/or Project which will in any way obstruct or interfere with the rights of other tenants or occupants of the Project or injure or annoy them. Tenant shall not permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises. Without limitation of the foregoing, Tenant shall not, without Landlord's prior written consent, use, store, install, spill, remove, release or dispose of within or about the Premises or any other portion of the Project, any asbestos-containing materials or any solid, liquid or gaseous material now or hereafter considered toxic or hazardous under the provisions of 42 U.S.C. 9601, et seq., or any other applicable environmental law which may now or hereafter be in effect. If Landlord does give written consent to Tenant pursuant to the foregoing sentence, Tenant shall comply with all applicable laws, rules and regulations pertaining to and governing such use by Tenant, and shall remain liable for the costs of any clean up or removal required to be performed with respect to such asbestos-containing, toxic or hazardous materials. Further without limitation of the foregoing, Tenant will not permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Project 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 Project.

#### ARTICLE 7

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**7.01. LANDLORD'S SERVICES.** Provided Tenant is not in default hereunder and is occupying a substantial portion of the Premises, Landlord, at Landlord's expense (but subject to the reimbursement provisions of Article 5 and except as otherwise provided in this Lease) shall furnish to Tenant the following services:

(a) Air-conditioning and central heat at such temperatures and in such amounts as are reasonably considered by Landlord to be standard for the Building, during normal business hours for the Building as set forth in the Rules and Regulations attached as Exhibit "E" hereto.

(b) Janitorial cleaning services in the Premises and public and exterior portions of the Building for all days, except Saturdays, Sundays and holidays; provided, however, if Tenant's floor covering or other improvements are other than Building Standard, Tenant shall pay the additional cleaning cost attributable thereto as additional Rent upon presentation of a statement therefor by Landlord.

(c) Hot and cold water at those points of supply provided for general use of other tenants in the Building.

(d) Normal and customary routine maintenance for all public, structural, and exterior portions of the Project according to Landlord's standards.

(e) Electric lighting service for all public portions of the Project in the manner and to the extent reasonably deemed by Landlord to be standard for comparable buildings in the market area.

(f) Automatic passenger elevator service for access to and egress from the Premises. Freight elevator service, in common with other tenants, shall be provided during reasonable business hours as prescribed by Landlord, exclusive of Saturdays, Sundays, and holidays. Landlord may reduce the number of elevators operating outside of business hours.

(g) All Building Standard fluorescent bulb replacement in all common and public areas, toilet and restroom areas and stairwells.

(h) Electrical facilities to furnish sufficient power for typewriters, calculating machines and other machines of similar low electrical consumption (total electrical power requirement not to exceed one watt per square foot of rentable area); but not including electricity required for electronic data processing equipment, special lighting in excess of Building Standard, and any other item of electrical equipment, the electrical power equipment of which (singly) is more than 0.5 kilowatts per hour at rated capacity or requires a voltage other than 120 volts single phase; and provided that Landlord shall not be obligated to provide (unless otherwise specifically agreed upon in writing) dedicated circuits or electrical power in excess of Building Standard and provided that if the installation of said electrical equipment requires additional air conditioning capacity above that provided by the Building Standard system, then the additional air conditioning installation and operating costs will be the obligation of Tenant. Landlord, at its option, may cause a water meter, electric current meter or such similar device to be installed on the Premises so as to measure the amount of water and electric current consumed by Tenant. The cost of any such meters and of the installation, maintenance and repair thereof shall be paid for by Tenant and Tenant agrees to pay to Landlord, promptly upon demand by Landlord, for all such excess water and electric expense incurred. If a separate meter is not installed or Landlord is prevented from installing a separate meter by operation of law or other cause beyond Landlord's control, such excess costs for such water and electric current will be established by an estimate made by the utility company, electrical engineer, or an independent consultant, which estimate shall be binding on Tenant.

(i) Security services as Landlord may from time to time reasonably deem to be standard for comparable buildings in the market area. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, TENANT EXPRESSLY ACKNOWLEDGES AND AGREES THAT LANDLORD IS NOT WARRANTING THE EFFICACY OF ANY SUCH SECURITY PERSONNEL, SERVICE, PROCEDURES OR EQUIPMENT AND THAT TENANT IS NOT RELYING AND SHALL NOT HEREAFTER RELY ON ANY SUCH PERSONNEL, SERVICE, PROCEDURES OR EQUIPMENT. LANDLORD SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY MANNER FOR FAILURE OF ANY SUCH SECURITY PERSONNEL, SERVICES, PROCEDURES OR EQUIPMENT TO PREVENT OR CONTROL, OR APPREHEND ANYONE SUSPECTED OF, PERSONAL INJURY OR DAMAGE IN, ON OR AROUND THE PROJECT.

**7.02. ADDITIONAL SERVICE COST.** Tenant shall pay Landlord, upon demand, such additional amounts as are necessary to recover additional costs incurred by Landlord in performing or providing non-standard janitorial maintenance, security, or other services or requirements of Tenant or in performing any services (and in paying additional taxes) as to any non-building standard installations in the Premises. Tenant shall pay Landlord, upon demand, reasonable charges for providing off-hour and non-standard air conditioning, heating and electricity; provided, however, that Tenant's excessive use or consumption of heating, air conditioning and/or electrical services in violation of Section 7.01 above, without Landlord's prior written consent, shall constitute a default under this Lease.

**7.03. INTERRUPTION OF SERVICES.** Notwithstanding anything herein to the contrary, the obligations of the Landlord to furnish the services and utilities as provided above shall be subject to governmental regulation (e.g., rationing, temperature control, etc.) and any such regulation which requires Landlord to provide or not provide such services or utilities, shall not constitute a default hereunder, but rather compliance with such regulation shall be deemed to be compliance by Landlord hereunder. Any failure of Landlord to furnish the hereinabove described services shall not be construed as an eviction of Tenant, nor entitle Tenant to any reduction, abatement, offset, or refund of Rent or to any damages from Landlord; and Landlord shall not be in breach or default under this Lease, so long as Landlord uses reasonable diligence to correct any such failure after Landlord receives written notice thereof. Notwithstanding the foregoing, in the event of the failure to furnish, any stoppage of or other interruption in the furnishing of the services or utilities described in Section 7.01, which continues for ten (10) business days after receipt by Landlord of written notice thereof from Tenant, and such failure, stoppage or interruption is not caused by force majeure (defined in Section 17.08 hereof), a casualty covered by Section 10.01 hereof, a failure on the part of a public utility, or by any act or omission of Tenant, its agents, employees or contractors, Tenant shall be entitled, as its sole and exclusive remedy, to an abatement of Base Rent and Actual Operating Expense Increases in proportion to the area of the Premises that is rendered untenantable by such failure, stoppage or interruption, with such abatement to begin on the eleventh (11th) business day after the receipt by Landlord of written notice of such occurrence and continuing until such failure, stoppage or interruption has been corrected.

**7.04. KEYS AND LOCKS.** No additional locks or bolts of any kind shall be placed on any door in the Project or the Premises and no lock on any door therein shall be changed or altered in any respect. Landlord shall furnish to Tenant two (2) keys for each corridor door entering the Premises. Additional keys will be furnished at a charge by Landlord on an order signed by Tenant or Tenant's authorized representative. All such keys shall remain the property of Landlord. No additional locks shall be allowed on any door of the Premises without Landlord's written consent, and Tenant shall not make, or permit to be made any duplicate keys, except those furnished by Landlord. Upon termination of this Lease, Tenant shall surrender to Landlord all keys to the Premises, and give to Landlord an explanation of the combination of all locks for safes, safe cabinets and vault doors, if any, in 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.

**7.05. SIGNS.** Landlord shall provide and install all letters and numerals on entrance doors in or at the Premises at Tenant's cost. All such letters and numerals are to be building standard graphics, and no other letters, numbers, or signage shall be used or permitted on the Premises without the prior written consent of Landlord. Tenant shall not place signs on the Premises which are visible from outside the Premises, without Landlord's prior written consent. Tenant shall not place or permit to be placed or maintained on any exterior door, wall or window of the Premises any sign, awning, canopy, advertising matter or similar item of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or

door of the Premises without first obtaining Landlord's prior written approval in each instance. Tenant shall maintain any such sign, awning, canopy, decoration, lettering, advertising matter or similar item as may be approved by Landlord, in good condition and repair at all times.

#### ARTICLE 8

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**8.01. ALTERATIONS, IMPROVEMENTS, ADDITIONS AND INSTALLATIONS (INCLUDING TELECOMMUNICATIONS EQUIPMENT).** Tenant shall not make or allow to be made any alterations, installations, additions, or improvements in or to the Premises without Landlord's prior written consent. Should Tenant desire to perform any alterations, Tenant shall submit plans and specifications for same to Landlord for Landlord's written approval before beginning such work. Upon receipt by Tenant of the written approval of Landlord of such plans and specifications, and upon payment by Tenant to Landlord of the reasonable fees incurred by Landlord to have such plans and specifications reviewed, Tenant may proceed to make such approved alterations so long as they are in compliance with such approved plans and specifications and are performed by a contractor approved by Landlord, such approval not to be unreasonably withheld (provided that Landlord may designate the contractors to be used for structural, mechanical, electrical or plumbing work). Any and all such alterations, physical additions or improvements, including those improvements made at the Tenant's expense or under any agreement with the Tenant whereby the Tenant is given an allowance or Rent reduction in exchange for Tenant's agreement to install or allow to be installed lease improvements, such as by way of example, but not limitation, DIRT Walls or any other demountable wall systems or removable improvements, wall coverings, floor coverings or carpet, paneling, doors, cabinets, appliances (such as refrigerators and dishwashers) and hardware, shall become the property of Landlord at the expiration or termination of this Lease or the termination of Tenant's right to possession of the Premises and shall in no event be removed by Tenant; provided, however, that Landlord may require Tenant, at Tenant's cost, to remove any or all of such items that are not Building Standard upon the expiration or termination of this Lease or the termination of Tenant's right to possession of the Premises.

All work performed by Tenant with respect to the Premises shall (a) be performed so as not to alter the exterior appearance of the Building, (b) be performed so as not to adversely affect the structure or safety of the Building, (c) comply with all building, safety, fire, and other codes and governmental and insurance requirements, (d) be performed so as not to result in any usage in excess of Building standard of water, electricity, gas, heating, ventilating, or air-conditioning (either during or after such work) unless prior written arrangements reasonably satisfactory to Landlord are made with respect thereto, (e) be completed promptly and in a good and workmanlike manner and in a quality equivalent to building standard, and (f) be performed in such a manner that no valid mechanic's, materialman's, or other similar liens attach to Tenant's leasehold estate and in no event shall Tenant permit, or be authorized to permit, any such liens (valid or alleged) or other claims to be asserted against Landlord or Landlord's rights, estates, and interests with respect to the Project or this Lease.

If any mechanic's lien is filed against the Premises or the Project or any portion thereof, Tenant shall cause same to be discharged within ten (10) days after the lien is filed by paying or bonding over said lien. If Tenant fails to comply with the foregoing sentence, Landlord shall (without limitation of its other rights or remedies) have the right, but not the obligation, to discharge said lien and Tenant shall immediately reimburse Landlord for any sum of money expended by Landlord in connection with obtaining such discharge (together with an additional 15% thereof to cover Landlord's administrative costs), which amount shall be deemed to be Rent hereunder for all purposes. Landlord may require, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to the estimated cost of any improvements, additions or alterations in the Premises which have been approved by Landlord.

Notwithstanding anything to the contrary, the Tenant must obtain Landlord's prior written consent before entering into any agreement that would require the installation of telecommunications wiring or equipment in the Building. In connection with the installation and maintenance of such telecommunications wiring or equipment, Tenant shall require that any telecommunications provider agree to indemnify and hold harmless Landlord from any liability whatsoever in connection with the telecommunications provider's activities. Landlord, at its option, may require Tenant to remove all such telecommunications wiring and equipment at Tenant's sole cost and expense upon expiration of the Term.

Portions of the Leasehold Improvements and/or any work to be constructed by Tenant, at Tenant's sole cost or by Landlord for the benefit of Tenant, if any, as reasonably determined by Landlord to be specialized improvements (i.e. Floor and ceiling mounted auxiliary air conditioning units, non-building standard fire suppression/control systems, computer rooms, auditoriums, laboratories, data and voice cabling and wiring and associated appurtenances, generators, chilled water lines, condensing units, etc.), except as otherwise provided below, shall, at the election of Landlord, either be removed by Tenant at its expense before the expiration of the term or shall remain upon the Premises, or in the Project, and be surrendered therewith at the expiration date or earlier termination of this Lease as the property of Landlord without disturbance, molestation or injury. Notwithstanding anything to the contrary in this Lease, all computer, telecommunications or other cabling (collectively, "Cabling") installed by Tenant inside any of the interior walls of the Premises, above the ceiling of the Premises, in any portion of the ceiling plenum above or below the Premises, or in any portion of the Common Areas of the Building, including but not limited to any of the shafts or utility rooms of the Building, shall be clearly labeled or otherwise identified as having been installed by Tenant. All Cabling installed by Tenant shall comply with the requirements of the National Electric Code and any other applicable fire and safety codes. Upon the expiration or earlier termination of this Lease, Tenant shall remove all Cabling installed by Tenant anywhere in the Premises to the point of the origin of such Cabling, and repair any damage to the Premises resulting from such removal. If Landlord requires the removal of all or part of said specialized improvements or cabling, Tenant, at its expense, shall repair any damage to the Premises, Building, parking facilities, or any other areas of the Project caused by such removal, and restore same to its condition prior to the installation of such specialized improvements or cabling, normal wear and tear, condemnation and casualty, excepted. If Tenant fails to remove said specialized improvements or cabling upon Landlord's request, then Landlord may (but shall not be obligated to) remove the same and the cost of such removal, repair and restoration, together with any and all damages which Landlord may suffer and sustain by reason of the failure of Tenant to remove the same, shall be charged to Tenant and paid upon demand.

**8.02. REMOVAL OF TRADE FIXTURES AND PERSONAL PROPERTY.** Tenant agrees to remove all of its trade fixtures, personal property and, at Landlord's request pursuant to Section 8.01, non-Building Standard items, on or before the date of expiration or termination of the Term, and shall promptly reimburse Landlord for the cost of repairing all damage done to the Premises or the Project by such removal and the cost of restoring the Premises to their original condition, reasonable wear and tear excepted, after such removal.

**8.03. REPAIRS BY LANDLORD.** Landlord shall repair and maintain the structural portions of the Project, including the basic plumbing, air conditioning, heating and electrical systems installed or furnished by Landlord, and all areas of the Project for the common non-exclusive use of all tenants in the Project, unless such maintenance and repairs are caused in part or in whole by the act, neglect, or omission of any duty by the Tenant, its agents, servants, employees or invitees, or unless such maintenance or repairs are otherwise herein provided to be made by Tenant. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Landlord shall not be liable for any damages, compensation or claim for loss of the use of the whole or any part of the Premises or Tenant's personal property, or any inconvenience, loss of business, or annoyance arising from any such repair and/or maintenance performed by Landlord hereunder, except for damage resulting from Landlord's gross negligence or willful misconduct. Landlord reserves the right to make such repairs, changes, alterations, additions, or improvements in or to any portion of the Project and the fixtures and equipment thereof as it may deem necessary or desirable.

**8.04. REPAIRS BY TENANT.** Tenant shall, at Tenant's sole cost and expense, keep the Premises in good condition and repair, damage thereto from causes beyond the reasonable control of Tenant and ordinary wear and tear excepted. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises to the Landlord in good condition, ordinary wear and tear excepted. Any injury or damage to the Premises or Project, or the appurtenances or fixtures thereof, caused by or resulting from the act, omission or neglect of Tenant or Tenant's employees, servants, agents, invitees, assignees, or subtenants shall be repaired or replaced by Tenant, or at Landlord's option by Landlord, at the expense of Tenant. If Tenant fails to maintain the Premises or fails to repair or replace any damage to the Premises or Project resulting from the negligence or intentional act of Tenant, its employees, servants, agents, invitees, assignees or subtenants, Landlord may, but shall not be obligated to cause such maintenance, repair or replacement to be done, as Landlord deems necessary, and Tenant shall immediately pay to Landlord all costs related thereto, plus a charge for overhead of fifteen percent (15%) of such cost.

#### ARTICLE 9

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**9.01. LANDLORD'S INSURANCE.** Landlord shall insure the Project and shall maintain liability and other insurance in such amounts as may be required by Landlord's mortgagee for the Project or in such greater amounts as Landlord, in its discretion, may deem appropriate. The foregoing insurance and any other insurance carried by Landlord may be effected by a policy or policies of blanket insurance and shall be for the sole benefit of Landlord and under Landlord's sole control. Consequently, Tenant shall have no right or claim to any proceeds thereof or any other rights thereunder.

KPG [Signature]

**9.02. TENANT'S INSURANCE.** Tenant shall maintain the following insurance ("Tenant's Insurance"), at its sole cost and expense:

- (1) commercial general liability insurance applicable to the Premises and its appurtenances providing, on an occurrence basis, a per occurrence limit of no less than \$100,000; self-insured retention;
- (2) causes of loss-special form (formerly "all risk") property insurance, including flood and earthquake, covering all above building standard leasehold improvements and Tenant's trade fixtures, equipment, furniture and other personal property within the Premises (herein "Tenant's Property") in the amount of the full replacement cost thereof;
- (3) business income (formerly "business interruption") insurance written on an actual loss sustained form or with sufficient limits to address reasonably anticipated business interruption losses;
- (4) business automobile liability insurance to cover all owned, hired and nonowned automobiles owned or operated by Tenant providing a minimum combined single limit of \$1,000,000;
- (5) worker's compensation insurance as required by the state in which the Premises is located and in amounts as may be required by applicable statute (provided, however, if no worker's compensation insurance is statutorily required, Tenant shall carry worker's compensation insurance in an amount of at least \$500,000); and
- (6) employer's liability insurance in amount of at least \$500,000 per occurrence; and
- (7) excess liability insurance that follows form in excess of the limits specified in (1), (4) and (6) above, of no less than \$4,900,000 per occurrence and in the aggregate.

Any company underwriting any of Tenant's Insurance shall have, according to A.M. Best Insurance Guide, a Best's rating of not less than A- and a Financial Size Category of not less than VIII. All commercial general liability, business automobile liability and umbrella liability insurance policies shall name Landlord (or any successor), Landlord's property manager, Landlord's Mortgagee (if any), and their respective members, principals, beneficiaries, partners, officers, directors, employees, agents and other designees of Landlord as the interest of such designees shall appear, as "additional insureds" and shall be primary with Landlord's policy being secondary and noncontributory. If any aggregate limit is reduced because of losses paid to below 75% of the limit required by this Lease, Tenant will notify Landlord in writing within 10 days of reduction. All policies of Tenant's Insurance shall contain endorsements that the insurer(s) shall give Landlord and its designees at least 30 days' advance written notice of any change cancellation, termination or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance and all required endorsements evidencing Tenant's Insurance (a) initially, prior to the earlier to occur of the Commencement Date or the date Tenant is provided access to the Premises for any reason, and (b) upon renewals, at least 10 days prior to expiration of the insurance coverage. All of Tenant's Insurance policies, endorsements and certificates will be on forms and with deductibles and self-insured retention, if any, reasonably acceptable to Landlord. The limits of Tenant's Insurance shall not limit Tenant's liability under this Lease.

**9.03. WAIVER OF SUBROGATION.** Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease in connection with the Premises or the Project, and (b) such party is then covered (or is required to be covered under the foregoing provisions of this Article 9) in whole or in part by insurance with respect to such loss, cost, damage or expense, then the party so insured (or required to be insured) hereby releases the other party from any liability it may have on account of such loss, cost, damage or expense, and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof; provided, however, that such release of liability shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof; provided that in the case of increased cost, the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost, thereupon keeping such release and waiver in full force and effect. Landlord and Tenant shall use their respective best efforts to obtain such a release and waiver of subrogation from their respective insurance carriers and shall immediately notify the other of any failure to obtain or maintain the same.

**9.04. WAIVER OF LIABILITY.** Landlord, its agents and employees, shall not be liable for any injury to or death of persons or for any loss of or damage to property of Tenant or of others, regardless of whether such property is entrusted to employees of the Project, or such loss or damage is occasioned by casualty, theft, or any other cause of whatsoever nature, unless caused solely by the willful misconduct or gross negligence of Landlord. In no event shall Landlord be liable as the result of the acts or omissions of Tenant or any other tenant of the Project. All personal property upon the Premises and all personal property of Tenant, Tenant's employees, contractors, agents, visitors or invitees upon the Project shall be at the risk of Tenant only and Landlord shall not be liable for any damage thereto or theft thereof. Tenant hereby agrees to be responsible for any and all claims arising from Tenant's use of the Premises for the conduct of its business or from any activity, work or other thing done, permitted or suffered by Tenant on or about the Project and Landlord shall maintain all rights and remedies under law and equity against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or omission of, or due to the negligence or misconduct of, the Tenant, or any officer, agent, employee, guest or invitee of Tenant including Landlord's ability to seek action against Tenant to recapture all costs, attorneys' fees, expenses associated with liabilities incurred in or related to any such claim or any action or proceeding brought thereon.

**ARTICLE 10**  
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**10.01. CASUALTY.** If the Premises or Project, or any portion of either, shall be damaged by fire or other casualty covered by the insurance carried by Landlord hereunder, and the cost of repairing such damage shall not be greater than ten percent (10%) of the then full replacement cost thereof, then, subject to the following provisions of this Article, Landlord shall repair the Premises and/or Project.

If the Premises or Project shall be damaged (a) by fire or other casualty not covered by insurance carried by Landlord hereunder, (b) by fire or other casualty covered by insurance carried by Landlord hereunder and Landlord's mortgagee requires that such insurance proceeds be applied toward the mortgage debt, or (c) to an extent greater than ten percent (10%) of the then full replacement cost thereof, then Landlord shall have the option to either (i) repair or reconstruct the same to substantially the same condition as immediately prior to such fire or other casualty, or (ii) terminate this Lease by so notifying Tenant within thirty (30) days of the date that Landlord is notified as to the extent of proceeds available for such repair or reconstruction, such termination to be effective as of the date of such notice.

The Rent required to be paid hereunder shall be abated in proportion to the portions of the Premises, if any, which are rendered untenantable by fire or other casualty hereunder until repairs of the Premises are completed, or if the Premises are not repaired, until the termination date hereunder. Other than such Rent abatement, no damages, compensation or claim shall be payable by Landlord for loss of the use of the whole or any part of the Premises, Tenant's personal property, or any inconvenience, loss of business, or annoyance arising from any such repair and reconstruction.

Notwithstanding anything to the contrary, if the damage results from the default, misconduct or negligence of Tenant, its agents, employees, licensees or invitees, then Tenant shall not be entitled to any abatement or reduction of any Rent or other sums due hereunder and if the cost to repair such damage is not fully covered by Landlord's insurance, such damage shall be repaired by Tenant, or at Landlord's option by Landlord, at Tenant's expense (to the extent Landlord is not reimbursed by insurance). If this Lease is terminated as provided in (c)(ii) above, all Rent shall be apportioned and paid up to the termination date. Landlord shall not be required to repair or replace any furniture, furnishings or other personal property which Tenant may be entitled to remove from the Premises or any property constructed and installed by or for Tenant pursuant to Section 8.01 hereof or any installations in excess of Building Standard.

**10.02. END OF TERM CASUALTY.** Notwithstanding anything to the contrary in this Article, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises or the Project when the damage resulting from any casualty covered under this Article occurs during the last twelve (12) months of the Term or any extension thereof.

**ARTICLE 11**  
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**11.01. CONDEMNATION.** If all or substantially all of the Premises be taken by virtue of eminent domain or for any public or quasi-public use or purpose, this Lease and the estate hereby granted shall terminate on the date the condemning authority takes possession. If only a part of the Premises is so taken, or if a portion of the Project not including the Premises is taken, this Lease and the estate hereby granted shall, at the election of Landlord, either (i) terminate on the date the condemning authority takes possession by giving notice thereof to Tenant within thirty (30) days after the date of such

taking of possession, or (ii) continue in full force and effect as to that part of the Premises not so taken and the Base Rent shall be reduced (from and after the date of such taking of possession) in the proportion that the number of square feet of the Premises so taken, if any, bears to the total number of square feet contained in the Premises.

11.02. CONDEMNATION AWARD. Landlord shall be entitled to the whole of any and all awards which may be paid or made in connection with any such taking, except that Tenant shall be entitled to make a separate claim with the condemning authority for (a) any moving expenses incurred by Tenant as a result of such condemnation, and (b) any relocation costs incurred by Tenant.

#### ARTICLE 12 =====

12.01. ENTRY. Landlord, its agents, employees, and representatives, shall have the right to enter the Premises at any time upon reasonable notice to Tenant under the circumstances (such notice may be oral and not in compliance with Section 17.05 hereof, but no notice shall be required in the case of routine maintenance or any emergency) for any purpose which Landlord may reasonably deem necessary for the operation and maintenance of the Project, including, without limitation, the exhibiting of the Premises to prospective purchasers, mortgagees, or tenants, provided, that the Premises may be shown to prospective tenants only during the last nine (9) months of the Term.

#### ARTICLE 13 =====

13.01. SUBORDINATION. This Lease is and shall be subject and subordinate to any and all ground or similar leases affecting the Project, all mortgages which may now or hereafter encumber or affect the Project and to all renewals, modifications, consolidations, replacements and extensions of any such leases and/or mortgages; provided, however, that at the option of any Underlying Party (hereinafter defined), this Lease shall be superior to the lease or mortgage of such Underlying Party. The provisions of this Section 13.01 shall be self-operative and shall require no further consent or agreement requested by any such landlord or mortgagee in connection with this Section 13.01. Tenant shall, however, execute promptly any appropriate certificate or instrument that Landlord may request. Tenant hereby irrevocably appoints Landlord as Tenant's attorney-in-fact to execute the same. As used in this Lease, the term "Underlying Party" shall mean the holder of the landlord's interest under any ground or similar lease and/or the mortgagee or purchaser at foreclosure with respect to any mortgage. Tenant agrees that any Underlying Party may unilaterally subordinate its mortgage or lease to this Lease at any time by filing a notice of such subordination in the Official Public Records of Real Property of the County where the Building is located.

13.02. ATTORNMEN. In the event of the termination of any ground or similar lease affecting the Project or the enforcement by the trustee or the beneficiary under any mortgage or deed of trust of remedies provided by law or by such mortgage or deed of trust, Tenant will, upon request of any person or party succeeding to the interest of Landlord as the result of such termination or enforcement, automatically become the Tenant of such successor in interest without change in the terms or other provisions of this Lease; provided, however, that such successor in interest shall not be bound by (a) any payment of Rent for more than one month in advance, or (b) any amendment or modification of this Lease made without the written consent of such trustee or such beneficiary or such successor in interest. Upon request by any such successor in interest, Tenant shall execute and deliver an instrument or instruments confirming the attornment provided for herein.

13.03. QUIET ENJOYMENT. Tenant, on paying the Rent and keeping and performing the conditions and covenants herein contained, shall and may peaceably and quietly enjoy the Premises for the Term, subject to all applicable laws and ordinances, applicable insurance requirements and regulations, and the provisions of this Lease.

#### ARTICLE 14 =====

14.01. ASSIGNMENT. Tenant shall not assign or in any manner transfer this Lease or any estate or interest herein, or sublet the Premises or any part thereof, or grant any license, concession or other right of occupancy of any portion of the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed, provided: (i) the nature and character of the proposed assignee or sublessee, its business and activities and intended use of the Leased Premises are in Landlord's reasonable judgment consistent with the standards of the Building; (ii) the proposed assignee or sublessee is not currently a tenant in the Building, ( provided, it may be a tenant in the Building in the event Landlord not able to accommodate the amount of square footage being sought by such tenant elsewhere in the Building or in another building that is (a) owned by Landlord, (b) in common ownership with the Principals of Landlord or (c) under common control by Landlord, within a three (3) mile radius of the Building); (iii) the form and substance of the proposed sublease or instrument of assignment is acceptable to Landlord and is expressly subject to all of the terms and provisions of this Lease (excepting those economic conditions that may vary from the Lease as a result of the agreed upon terms and conditions of the sublease) and to any matters to which this Lease is subject; (iv) the proposed occupancy would not increase the office cleaning requirements or impose an extra burden upon the services to be supplied by Landlord to Tenant hereunder, unless Tenant agrees to pay for such additional services if provided for in the Lease; (v) the granting of such consent will not constitute a default under any other agreement to which Landlord is a party or by which Landlord is bound; (vi) Tenant is not in default; (viii) the proposed assignee or sublessee constitutes a financially sound company, as determined by Landlord in its sole discretion after Landlord's review of financials provided by Tenant; (viii) the use of or other purposes under which the proposed assignee or sublessee intends to utilize the Premises does not violate the Lease or any other leases in the Building; and (ix) such proposed assignee's or sublessee's business is not one that, in the reasonable determination of Landlord, would increase the wear and tear on the Building, Parking areas or Premises or would harm the reputation of the Building or otherwise cause a conflict with other tenants in the Building. Landlord shall have the option, upon receipt from Tenant of a written request for Landlord's consent to a subletting or assignment, to cancel this Lease as of the date which is sixty (60) days following the receipt by Landlord of the request from Tenant to sublet or assign. The option of Landlord to cancel this Lease, as provided for above, shall be exercised, if at all, within sixty (60) days following Landlord's receipt of such written notice, by delivering to Tenant written notice of Landlord's intention to exercise the option to so cancel this Lease. If Tenant desires at any time to enter into an assignment of this Lease or a sublease of the Premises or any portion thereof, Tenant shall give written notice to Landlord of its desire to do so, which notice shall contain (a) the name of the proposed assignee or subtenant, (b) the nature of the proposed assignee's or subtenant's business to be carried on in the Premises, (c) the terms and provisions of the proposed assignment or sublease, and (d) resumes, business plans, references, financial information, and other information as Landlord may reasonably request concerning the proposed assignee or subtenant. If Tenant is a corporation, partnership or other entity, and if at any time during the term of this Lease or any renewal or extension hereof, the person or persons who own a majority of either (i) the outstanding voting interest of Tenant or (ii) the outstanding ownership interests of Tenant at the time of execution of this Lease cease to own a majority of such interest (except as a result of transfers by testamentary devise or descent), the loss of a majority of such interest shall be deemed an assignment of this Lease by Tenant and therefore subject in all respects to the provisions of this Section 14.01. The previous sentence shall not apply, however, if Tenant is a corporation and at the time of the execution of this Lease the outstanding voting shares of capital stock of Tenant are listed on a recognized security exchange or over the counter market. Further, if Tenant is a corporation, partnership or other entity, and if at any time during the term of this Lease or any renewal or extension hereof, Tenant transfers, assigns, sells or conveys, or enters into an agreement to sell, transfer, assign or convey, 50% or more of its assets (based upon the fair market value of such assets at the time of such sale, transfer, assignment or conveyance), other than sales of inventory in the ordinary course of Tenant's business, such sale, transfer, assignment or conveyance or Tenant's entering into such an agreement to sell, transfer, assign or convey shall be deemed an assignment of this Lease by Tenant and therefore subject in all respects to the provisions of this Section 14.01.

14.02. CONTINUED LIABILITY. Tenant shall, despite any permitted assignment or sublease, remain directly and primarily liable for the performance of all of the covenants, duties, and obligations of Tenant hereunder and Landlord shall be permitted to enforce the provisions of this Lease against Tenant or any assignee or sublessee without demand upon or proceeding in any way against any other person. Moreover, in the event that the rental due and payable by a sublessee (or a combination of the rental payable under such sublease, plus any bonus or other consideration thereof incident thereto) exceeds the Rent payable under this Lease, or if with respect to a permitted assignment, permitted license, or other transfer by Tenant permitted by Landlord, the consideration payable to Tenant by the assignee, licensee or other transferee, directly or indirectly attributable to any such transfer of this Lease, exceeds Rent payable under this Lease, then Tenant shall be bound and obligated to pay Landlord all such excess rental and other excess consideration within ten (10) days following receipt thereof by Tenant from such sublessee, assignee, licensee or other transferee, as the case may be.

14.03. CONSENT. Consent by Landlord to a particular assignment or sublease shall not be deemed a consent to any other or subsequent transaction. If this Lease is assigned or if the Premises are subleased without the permission of Landlord, then Landlord may nevertheless collect Rent from the assignee or sublessee and apply the net amount collected to the Rent payable hereunder, but no such transaction or collection of Rent or application thereof by Landlord shall be deemed a waiver of any provision hereof or a release of Tenant from the performance by Tenant of its obligations hereunder.

14.04. TRANSFER BY LANDLORD. In the event of the transfer and assignment by Landlord of its interest in this Lease and in the Project to a person expressly assuming Landlord's obligations under this Lease, Landlord shall thereby be released from any further obligations hereunder, and Tenant agrees to look solely to such successor in interest of the Landlord for performance of such obligations. Any security given by Tenant to secure performance of Tenant's obligations hereunder may be assigned and transferred by Landlord to such successor in interest, and Landlord shall thereby be discharged of any further obligation relating thereto.

ARTICLE 15  
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15.01. DEFAULT BY TENANT. Each of the following shall constitute a "Default" by Tenant:

- (a) The failure of Tenant to pay the Base Rent, any other installment of Rent, or any part thereof when due; or
- (b) Tenant shall fail to fulfill or perform, in whole or in part, any of its obligations under this Lease (other than the payment of Rent or as set forth in Section 9.02) and such failure or non-performance shall continue for a period of fifteen (15) days after written notice thereof has been given by Landlord to Tenant; or
- (c) The entry of a decree or order by a court having jurisdiction adjudging Tenant to be bankrupt or insolvent or approving as properly filed a petition seeking reorganization of Tenant under the United States Bankruptcy Code, or any other similar applicable Federal or State law, or a decree or order of a court having jurisdiction for the appointment of a receiver or liquidator or a trustee or assignee in bankruptcy or insolvency of Tenant or its property or for the winding up or liquidation of its affairs; or Tenant shall institute proceedings to be adjudicated a voluntary bankrupt or shall consent to the filing of any bankruptcy, reorganization, receivership or other proceeding against Tenant, or any such proceedings shall be instituted against Tenant and the same shall not be vacated within thirty (30) days after the same are commenced; or
- (d) Tenant shall make an assignment for the benefit of Tenant's creditors or admit in writing Tenant's inability to pay the debts of Tenant generally as they may become due; or
- (e) Tenant shall desert or vacate or shall commence to desert or vacate the Premises or any substantial portion of the Premises or shall remove or attempt to remove, without the prior written consent of Landlord, all or a substantial value of Tenant's personal property from the Premises; or
- (f) Tenant shall do or permit to be done anything which creates a lien upon the Premises or any portion of the Project; or
- (g) Tenant shall fail to take possession of the Premises within thirty (30) days after Landlord notifies Tenant that the same are ready for occupancy; or
- (h) The failure of Tenant to timely comply with all provisions of Section 9.02 or to continuously maintain all required Tenant Insurance.

15.02. RIGHTS UPON DEFAULT BY TENANT.

(a) This Lease and the term and estate hereby granted and the demise hereby made are subject to the limitation that if and whenever there shall occur any event of Default, as enumerated above, Landlord may, at Landlord's option, without any notice or demand whatsoever (any such notice and demand being expressly waived by Tenant) in addition to any other remedy or right given hereunder or by law or equity do any one or more of the following:

- (1) Terminate this Lease by written notice to Tenant, in which event Tenant shall immediately surrender possession of the Premises to Landlord;
  - (2) Terminate Tenant's right to possession of the Premises under this Lease without terminating the Lease itself, by written notice to Tenant, in which event Tenant shall immediately surrender possession of the Premises to Landlord;
  - (3) Enter upon and take possession of the Premises and expel or remove Tenant and any other occupant therefrom, with or without having terminated this Lease;
  - (4) Alter locks and other security devices at the Premises with or without having terminated this Lease or Tenant's right to possession under the Lease;
  - (5) In the event of any Default described in subsection (b) of Section 15.01, enter upon the Premises by force if necessary without being liable for prosecution or any claim for damages therefor, 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 thus 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.
- (b) It is hereby expressly stipulated by Landlord and Tenant that any of the above listed actions including, without limitation, termination of this Lease, termination of Tenant's right to possession, and re-entry by Landlord, will not affect the obligations of Tenant for the unexpired Term of this Lease, including the obligations to pay unaccrued monthly rentals and other charges provided in this Lease for the remaining portion of the Term of the Lease. The following provisions shall override and control any conflicting provisions of Section 93.002 of the Texas Property Code. If an event of Default occurs, Landlord is entitled and is hereby authorized, without any notice to Tenant whatsoever, to enter upon the Premises by use of a master key, a duplicate key, or other peaceable means, and to change, alter, and/or modify the door locks on all entry doors of the Premises, thereby permanently excluding Tenant, and its officers, principals, agents, employees, and representatives therefrom. In the event that Landlord has either terminated Tenant's right to possession of the Premises pursuant to the foregoing provisions of this Lease, or has terminated the Lease by reason of Tenant's Default, Landlord shall not thereafter be obligated to provide Tenant with a key to the Premises at any time; provided, however, that in any such instance, during Landlord's normal business hours and at the convenience of Landlord, and upon the written request of Tenant accompanied by such written waivers and releases as the Landlord may require, Landlord will escort Tenant or its authorized personnel to the Premises to retrieve any personal belongings or other property of Tenant not subject to the Landlord's lien or security interest described in Section 15.08 below. If Landlord elects to exclude Tenant from the Premises without permanently repossessing the Premises or terminating the Lease pursuant to the foregoing provisions of this Lease, then Landlord (at any time prior to actual permanent repossession or termination) shall not be obligated to provide Tenant a key to re-enter the Premises until such time as all delinquent rental and other amounts due under this Lease have been paid in full (and all other defaults, if any, have been completely cured to Landlord's satisfaction), and Landlord has been given assurance reasonably satisfactory to Landlord evidencing Tenant's ability to satisfy its remaining obligations under this Lease. During any such temporary period of exclusion, Landlord will, during Landlord's regular business hours and at Landlord's convenience, upon written request by Tenant accompanied by such waivers and releases as the Landlord may require, escort Tenant or its authorized personnel to the Premises to retrieve personal belongings of Tenant or its employees, and such other property of Tenant as is not subject to the Landlord's lien and security interest described in Section 15.08, below. This remedy of Landlord shall be in addition to, and not in lieu of, any of its other remedies set forth in this Lease, or otherwise available to Landlord at law or in equity.

(c) Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises by Tenant, whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of Landlord and Tenant. No such alteration of locks or other security devices and no removal or other exercise of dominion by Landlord over the property of Tenant or others at the Premises shall be deemed unauthorized or constitute a conversion, Tenant hereby consenting, after any event of Default, to the aforesaid exercise of dominion over Tenant's property within the Premises. All claims for damages by reason of such re-entry and/or repossession and/or alteration of locks or other security devices are hereby waived, as are all claims for damages by reason of any distress warrant, forcible detainer proceedings, sequestration proceedings or other legal process. Tenant agrees that any re-entry by Landlord may be pursuant to a judgment obtained in forcible detainer proceedings or other legal proceedings or without the necessity for any legal proceedings, as Landlord may elect, and Landlord shall not be liable in trespass or otherwise.



(d) In the event Landlord elects to terminate this Lease by reason of an event of Default, then notwithstanding such termination, the Tenant shall be liable for and shall pay to the Landlord, at the address specified in Section 1.01(a) above, the sum of all Rent accrued to the date of such termination, plus, as damages: (i) the cost of recovering, rerenting and remodeling the Premises, and (ii) an amount equal to the total of the Rent provided in this Lease for the remaining portion of the Term of the Lease (had such Term not been terminated by Landlord prior to the Expiration Date stated in Section 3.01), less the reasonable rental value of the Premises for such period, (the undersigned parties here stipulating that such reasonable rental value shall in no event be deemed to exceed sixty percent (60%) of the then present value of the Rent for such period); such amount to be discounted to present value at the rate of six percent (6%) per annum.

(e) In the event Landlord elects to terminate this Lease by reason of an event of Default, in lieu of exercising the right of Landlord under the preceding subparagraph (i), Landlord may instead hold Tenant liable for all Rent accrued to the date of such termination, plus such Rent as would otherwise have been required to be paid by Tenant to Landlord during the period following termination of the Term measured from the date of such termination by Landlord until the Expiration Date stated in Section 3.01 (had Landlord not elected to terminate the Lease on account of such event of Default) diminished by any net sums thereafter received by Landlord through reletting the Premises during said period (after deducting expenses incurred by Landlord as provided in Section 15.03 hereof). Actions to collect amounts due by Tenant as provided for in this paragraph may be brought from time to time by Landlord during the aforesaid period, on one or more occasions, without the necessity of Landlord's waiting until expiration of such period; and in no event shall Tenant be entitled to any excess of rent obtained by reletting over and above the Rent provided for in this Lease. If Landlord elects to exercise the remedy prescribed in this subparagraph (ii), this election shall in no way prejudice Landlord's right at any time hereafter to cancel said election in favor of the remedy prescribed in the foregoing subparagraph (i).

(f) In the event that Landlord elects to repossess the Premises without terminating the Lease, then Tenant shall be liable for and shall pay to Landlord at the address specified in Section 1.01(a) above, all Rent accrued to the date of such repossession, plus Rent required to be paid by Tenant to Landlord during the remainder of the Term until the Expiration Date of the Term as stated in Section 3.01, diminished by any net sums thereafter received by Landlord through reletting the Premises during said period (after deducting expenses incurred by Landlord as provided in Section 15.03). Actions to collect amounts due by Tenant as provided in this paragraph may be brought from time to time by Landlord during the aforesaid period, on one or more occasions, without the necessity of Landlord's waiting until expiration of the Term and in no event shall Tenant be entitled to any excess of any rent obtained by reletting over and above the Rent provided for in this Lease.

(g) In the event of termination of the Lease or repossession of the Premises for an event of Default, Landlord shall not have any obligation to relet or attempt to relet the Premises, or any portion thereof, or to collect rental after reletting; and in the event of reletting Landlord may relet the whole or any portion of the Premises for any period, to any tenant and for any use and purpose. Tenant agrees that Landlord shall have no duty to mitigate damages in the event Tenant shall be in default under this Lease.

(h) In the event of a Default a monetary nature, Tenant shall in addition to all other sums owed to Landlord, pay to Landlord an amount equal to the dollar amount of all "concessions" provided to Tenant in connection with this Lease, including, but not limited to, rental concessions, above standard tenant improvements, relocation allowances, cash payments and the like. The foregoing shall not, however, act to limit in any manner the damages or remedies to which Landlord may be entitled under this Lease or by law, but shall act only as a reimbursement of such concessions as may have been provided to Tenant as an incentive to enter into this Lease.

**15.03. EXPENSE OF REPOSSESSION.** It is further agreed that, in addition to payments required pursuant to Section 15.02 above, Tenant shall compensate Landlord for all expenses incurred by Landlord in repossession (including among other expenses, the total amount of any increase in insurance premiums caused by the vacancy of the Premises), all expenses incurred by Landlord in reletting (including among other expenses, repairs, remodeling, replacements, advertisements and brokerage fees), and all losses incurred by Landlord as a direct or indirect result of Tenant's default.

**15.04. CUMULATIVE REMEDIES; WAIVER OR RELEASE.** The remedies of Landlord hereunder shall be deemed cumulative and not exclusive of each other. No action, omission or commission by Landlord, including specifically, the failure to exercise any right, remedy or recourse, shall be deemed a waiver or release of the same. A waiver or release shall exist and be effective only as set forth in a written document executed by Landlord, and then only to the extent recited therein. A waiver or release with reference to any one event shall not be construed as continuing as to, or as a bar to, or as a waiver or a release of, any right, remedy or recourse as to any other or subsequent event.

**15.05. ATTORNEY'S FEES.** If on account of any breach or default by Tenant in its obligations hereunder, Landlord shall employ an attorney to present, enforce or defend any of Landlord's rights or remedies hereunder, Tenant agrees to pay any reasonable attorney's fees incurred by Landlord in such connection.

**15.06. FINANCIAL STATEMENTS.** Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months, provided Tenant is not in default. Tenant warrants and represents that (a) all financial statements, operating statements or other financial data at any time given to Landlord by or on behalf of Tenant and any guarantor are, or will be, as of their respective dates, true and correct in all material respects and do not (or will not) omit any material liability, direct or contingent; and (b) there have been no material changes between the respective dates thereof and the date of this Lease in any such financial statements, operating statements or other financial data given to Landlord prior to the date hereof by or on behalf of Tenant or any guarantor. A breach of any of the foregoing warranties or representations shall, at the election of Landlord, be deemed a Default hereunder. Upon request,

**15.07. SECURITY DEPOSIT.** Tenant shall deposit with Landlord on the date Tenant executes this Lease, the sum set forth in Section 1.01(i) to be held by Landlord without interest as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that such deposit may be commingled with Landlord's other funds and is not an advance payment of rental or a measure of Landlord's damages in case of Default by Tenant. If the Premises are conveyed by Landlord, the security deposit or any balance thereof may be turned over to Landlord's grantee or assignee, and if the same is turned over, Tenant hereby releases Landlord from any and all liability with respect to the security deposit and its application and Tenant agrees to look solely to such grantee or assignee for such application or return. Upon the occurrence of any event of Default by Tenant, Landlord may at its sole discretion, from time to time, without prejudice to any other remedy provided herein or provided by law, use such fund to the extent necessary to make good any arrears of Rents and any other damage, injury, expense or liability caused to Landlord by such event of Default, and Tenant shall pay to Landlord on demand the amount so applied in order to restore the security deposit to its original amount. If Tenant is not then in Default hereunder, any remaining balance of such deposit shall be returned by Landlord to Tenant within thirty (30) days following expiration of this Lease (subject to the provisions of Section 14.04 above). TENANT HEREBY EXPRESSLY WAIVES THE REQUIREMENTS AND APPLICABILITY OF SECTION 93.005 - 93.011 OF THE TEXAS PROPERTY CODE and agrees that Landlord shall return to Tenant the balance of the Security Deposit as set forth in this section.

**15.08. LANDLORD'S CONTRACTUAL SECURITY INTEREST.** In addition to the statutory landlord's lien, Tenant hereby grants to Landlord and Landlord shall have at all times, a valid security interest to secure payment of all Rents and other sums of money becoming due hereunder from Tenant, and to secure payment of any damages or loss which Landlord may suffer by reason of the breach by Tenant of any covenant, agreement or condition contained herein, upon all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant presently, or which may hereafter be, situated on the Premises, and all proceeds therefrom, and such property shall not be removed without the written consent of Landlord. Landlord shall have the rights and remedies of a secured party as set forth in the Texas Uniform Commercial Code. Upon the occurrence of an event of Default by Tenant, Landlord may, in addition to any other remedies provided herein, enter upon the Premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant situated on the Premises, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale the Landlord or its assigns may purchase unless otherwise prohibited by law. Unless otherwise provided by law, and without intending to exclude any other manner of giving Tenant reasonable notice, the requirement of reasonable notice shall be met if such notice is given in the manner prescribed in this Lease at least seven (7) days before the time of sale. Any sale made pursuant to the provision of the paragraph shall be deemed to have been at a public sale conducted in commercially reasonable manner if held on the Premises or where the property is located after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a daily newspaper published in the county in which the property is located for five (5) consecutive days before the date of the sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorney's fees and legal expenses), shall be applied as a credit against the indebtedness secured by the security interest granted in this paragraph. Any surplus shall be paid to Tenant or as otherwise required by law; the Tenant shall pay any deficiencies forthwith. Upon request by Landlord, Tenant agrees to execute and deliver to Landlord a financing statement in form sufficient to perfect the security interest of Landlord in the

forementioned property and proceeds thereof under the provision of the Uniform Commercial Code (or corresponding state statute or statutes) in force in the State in which the property is located, as well as any other state laws of which Landlord may at any time consider to be applicable. Landlord and Tenant agree that a carbon, photographic or other reproduction of this Lease is sufficient as, and may be filed as, a financing statement.

**15.09. USE AND STORAGE OF PERSONAL PROPERTY.** In the event that Landlord shall have taken possession of the Premises pursuant to the authority herein granted, then Landlord shall have the right to keep in place and use all of the furniture, fixtures and equipment at the Premises, including that which is owned by or leased to Tenant, at all times prior to any foreclosure thereon by Landlord or repossession thereof by any lessor thereof or third party having a lien thereon. Landlord shall also have the right to remove from the Premises (without the necessity of obtaining a distress warrant, writ of sequestration or other legal process) all or any portion of such furniture, fixtures, equipment and other property located thereon and place same in storage at any premises within the county where the Building is located, including premises owned by Landlord or an affiliate of Landlord; and in such event, Tenant shall be liable to Landlord for costs incurred by Landlord in connection with such removal and storage, including but not limited to, Landlord's right to seek action against Tenant to recapture all loss, damage, cost, expense and liability in connection with such removal and storage. Landlord shall also have the right to relinquish possession of all or any portion of such furniture, fixtures, equipment and other property to any person ("Claimant") claiming to be entitled to possession thereof who presents to Landlord a copy of any instrument represented to Landlord by Claimant to have been executed by Tenant (or any predecessor of Tenant) granting Claimant the right under various circumstances to take possession of such furniture, fixtures, equipment or other property, without the necessity on the part of Landlord to inquire into the authenticity of said instrument copy or Tenant's (or Tenant's predecessor's) signature thereon and without the necessity of Landlord's making any nature of investigation or inquiry as to the validity of the factual or legal basis upon which Claimant purports to act. Tenant shall be liable to Landlord for, and Landlord shall have the right to seek action against Tenant to recapture, all cost, expense, loss, damage and liability incident to Landlord's relinquishment of possession of all or any portion of such furniture, fixtures, equipment or other property to Claimant. The rights of Landlord herein stated shall be in addition to any and all other rights which Landlord has or may hereafter have at law or in equity; and Tenant stipulates and agrees that the rights herein granted Landlord are commercially reasonable.

**15.10. DEFAULT BY LANDLORD.** In the event of any breach or violation of Tenant's rights under this Lease by Landlord that continues for a period of fifteen (15) days after written notice thereof has been given to Landlord provided, however, that if the nature of the breach is such that more than fifteen (15) days are reasonably required for its cure, then such longer period as is reasonably necessary for cure provided Landlord commences such cure within said fifteen (15) day period and thereafter diligently prosecutes such cure to completion, Landlord shall be in default of this Lease. Tenant's exclusive remedies in such event shall be an action for specific performance or action for actual damages (subject to Section 17.07). Without limiting any other waiver by Tenant which may be contained in this Lease, Tenant hereby waives the benefit of any law granting it the right to perform Landlord's obligation, or the right to terminate this Lease on account of any Landlord breach or default.

ARTICLE 16  
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**16.01. HAZARDOUS WASTE.** Tenant hereby represents and warrants to Landlord

(a) No toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, radon, and any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC 9601-9657, as amended ("CERCLA") (collectively, "Environmental Pollutants") will be generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on the Premises or Project, and no activity shall be undertaken on the Premises or Project that would cause or contribute to (i) the Premises to become a generation, treatment, storage or disposal facility within the meaning of, or otherwise bring the Premises within the ambit of the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 USC 6901 et. seq., or any similar state law or local ordinance, (ii) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants, from the Premises or Project within the meaning of, or otherwise result in liability in connection with the Premises within the ambit of CERCLA, or any similar state law or local ordinance, or (iii) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters, or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 USC 1251 et. seq., or the Clean Air Act, 42 USC 7401 et. seq. or any similar state law or local ordinance. Without limitation of the foregoing, Tenant shall not bring or permit to be brought or kept in or on the Premises or Project any inflammable, combustible, corrosive, caustic, poisonous, or explosive substance, or cause or permit any odors to permeate in or emanate from the Premises.

(b) Tenant hereby agrees to be solely responsible for any and all claims, damages, losses, liabilities, costs, and expenses (including and attorneys' fees and court costs) arising from or related to any breach of any representation or warranty contained in Section 16.01(a) above

ARTICLE 17  
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**17.01. SUBSTITUTE PREMISES.** On or prior to the date upon which the work, if any, commences in the Premises, as provided for in Section 2.02 hereof, Landlord may, by notice to Tenant, change the location of the Premises from that set forth herein to another space within the Building of approximately the same size as the Premises. Landlord shall also have the right at any time during the Term, upon giving Tenant not less than sixty (60) days prior written notice, to provide and furnish Tenant with space elsewhere in the Building of approximately the same size as the Premises and remove and place Tenant in such space, with Landlord paying all reasonable costs and expenses incurred as a result of such move by Tenant. Should Tenant refuse to permit Landlord to move Tenant to such new space at the end of said sixty (60) day period, Landlord shall have the right to cancel and terminate this Lease effective sixty (60) days after the date of original notification by Landlord by delivering written notice of cancellation to Tenant. If Landlord moves Tenant to such new space, this Lease and all of its terms, covenants and conditions shall remain in full force and effect and shall be deemed applicable to such new space and such new space shall thereafter be deemed to be the Premises as though Landlord and Tenant had entered into an express written amendment of this Lease with respect thereto with an appropriate adjustment for any changes in square feet of rentable area in the new space.

**17.02. ESTOPPEL LETTERS.** Tenant will, at such time or times as Landlord may request, execute and acknowledge a certificate stating whether this Lease is in full force and effect, whether any amendments or modifications exist, whether there are any defaults hereunder, and containing such other related information as may be reasonably requested.

**17.03. HOLDOVER.** If Tenant shall remain in possession of the Premises after the expiration or earlier termination of this Lease, Tenant shall pay as Rent an amount equal to two hundred percent (200%) of the daily rental rate prevailing on the date of such termination or expiration (computed on the basis of a thirty (30) day month). The remaining in possession by Tenant or the acceptance by Landlord of the payment of said Rent shall not be construed as an extension or renewal of this Lease. The rental payable to Landlord under this Section shall not be deemed to be in lieu of any damages or other remedy to which Landlord may be entitled by virtue of Tenant's holding over.

**17.04. SURRENDER.** Upon the expiration or earlier termination of the Lease, Tenant shall peacefully quit and surrender the Premises in good order and condition, excepting ordinary wear and tear, but subject to Sections 8.01 and 8.02 hereof.

**17.05. NOTICE.** Except as otherwise herein provided, any statement, notice, or other communication which Landlord or Tenant may desire or be required to give to the other shall be in writing and shall be deemed properly given if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, or by delivering same in person or by courier to the intended addressee. Notice so mailed shall be effective upon the expiration of three (3) business days after its deposit. Notice given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the addresses of the parties shall be as set forth in the opening provisions of this Lease and/or Section 1.01 hereof. Either party shall have the right to change its address for notice hereunder to any other location within the United States by the giving of thirty (30) days' notice to the other party in the manner set forth hereinabove.

**17.06. RULES AND REGULATIONS.** Tenant, as well as any assignee or sublessee approved by Landlord, will comply with the rules of the Project adopted by Landlord, which are set forth in Exhibit "E" attached hereto and made a part hereof for all purposes. Landlord shall have the right to change such Rules and Regulations or to amend them in any reasonable manner for the safety, care and cleanliness of the Project, and the Premises, and for preservation of good order therein, all of which changes and amendments will be sent by Landlord to Tenant in writing and shall be thereafter binding upon, carried out and observed by Tenant. Tenant shall further be responsible for the compliance with such Rules and Regulations by the employees, servants, agents and invitees of Tenant.

YLG [Signature]

17.07. LANDLORD'S LIABILITY. Tenant specifically agrees to look solely to Landlord's interest in the Project for the recovery of any judgment from Landlord, it being agreed that Landlord shall never be personally liable for any such judgment. The provision contained in the foregoing sentence is not intended to, and shall not, limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest, or any other action not involving the personal liability of Landlord to respond in monetary damages from assets other than Landlord's interest in the Project or any suit or action in connection with enforcement or collection of amounts which may become owing or payable under or on account of insurance maintained by Landlord.

17.08. INABILITY TO PERFORM. If, by reason of inability reasonably to obtain and utilize labor, materials, equipment, or supplies, or by reason of circumstances directly or indirectly the result of any state of war or national or local emergency, or by reason of any laws, rules, orders, regulations, action, non-action, or requirements of any governmental authority now or hereafter in force, or by reason of strikes or riots, or by reason of accidents in, damage to, or the making of repairs, replacements, or improvements to the Project or the Premises, or any of the equipment of either, or by the reason of any other cause beyond the reasonable control of Landlord ("force majeure"), Landlord shall be unable to perform or shall be delayed in the performance of any obligation hereunder, then this Lease and the obligation of Tenant to pay the Base Rent or additional items of Rent and to perform and comply with all of the other covenants and agreements hereunder shall in no wise be affected or impaired except as otherwise expressly provided for in this Lease, and such nonperformance or delay in performance by Landlord shall not give rise to any claim against Landlord for damages or constitute a total or partial eviction, constructive or otherwise. Landlord shall exercise due diligence in undertaking to remedy such inability to perform or delay in performance with all reasonable dispatch, but shall not be required to adjust a labor dispute against its will.

17.09. TENANT AUTHORIZATION. If Tenant signs as a corporation, each of the persons executing this Lease on behalf of Tenant represents and warrants that Tenant is a duly organized and existing corporation, that Tenant has and is qualified to do business in Texas, that the corporation has full right and authority to enter into this Lease, and that all persons signing on behalf of the corporation were authorized to do so by appropriate corporate actions. If Tenant is a general partnership, limited partnership, trust, or other legal entity, each individual executing this Lease on behalf of said entity represents and warrants that he or she is duly authorized to execute this Lease on behalf of such entity and in accordance with such entity's governing instruments, and that this Lease is binding upon such entity. Upon the Landlord's request, Tenant shall furnish Landlord with proper proof of due authorization for Tenant's execution of this Lease as Landlord shall require.

17.10. BROKER. Tenant represents and warrants that Tenant has dealt with and only with JPR Commercial Real Estate and Poynter Commercial Properties Corp. as brokers in connection with this Lease, and that, insofar as Tenant knows, no other broker negotiated this Lease or is entitled to any commission in connection herewith. Tenant hereby agrees to be solely responsible for any and all claims, damages, losses, liabilities, costs, and expenses (including any attorneys' fees and court costs) arising from or related to any breach of any representation or warranty contained in this Section 17.10

17.11. MEMORANDUM OF LEASE. Without the prior written consent of Landlord (which may be granted or withheld in Landlord's sole discretion), Tenant shall not record this Lease or a memorandum or other instrument with respect to this Lease.

17.12. PARKING. Tenant shall lease certain parking permits during the Term as more fully provided for in Exhibit "D" hereto. Use of the parking spaces is subject to such rules and regulations governing the use as Landlord may from time to time prescribe, including the designation of specific areas in which automobiles owned by Tenant, its employees, agents and invitees shall be part. Tenant shall furnish to Landlord upon request a complete list of license numbers and physical description of all automobiles operated by Tenant, its employees and agents.

17.13. TAXES ON TENANT'S PROPERTY. Tenant shall be liable for all taxes levied or assessed against personal property, furniture or fixtures placed by Tenant on the Premises if such taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and if Landlord elects to pay the same, or if the assessed value of the Project is increased by the inclusion of personal property, furniture or fixtures, placed by Tenant on the Premises, and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand, that part of such taxes for which Tenant is primarily liable hereunder, together with interest thereon until paid at the Default Interest Rate set forth in Section 4.02 hereof.

17.14. JOINT AND SEVERAL LIABILITY. If there is more than one tenant, the obligations hereunder imposed upon Tenant shall be joint and several. If there is a guarantor of the obligations hereunder imposed upon Tenant, there shall be a joint and several obligation of Tenant and such guarantor, and Landlord is not required to first proceed against Tenant before proceeding against such guarantor, nor shall any such guarantor be released from its guaranty for any reason whatsoever.

17.15. ACCEPTANCE BY LANDLORD. The acceptance by Landlord as evidenced by the execution of this Lease by its duly authorized representative is subject to the condition precedent of obtaining written approval of the terms and provisions of this Lease by any financial institution possessing the right to approve the form and content of each lease at the Building. In the event Landlord is unable to obtain the required written approval from any financial institution, this Lease shall become null and void ab initio and shall have no further legal force and effect.

17.16. TIME OF ESSENCE. Time is of the essence of this Lease and all of its provisions in which performance is a factor.

17.17. ENTIRE AGREEMENT. This Lease, including the Exhibits attached hereto (which Exhibits are hereby incorporated herein and shall constitute a portion hereof), contains the entire agreement between Landlord and Tenant with respect to the subject matter hereof.

17.18. AMENDMENT. Any agreement hereafter made between Landlord and Tenant shall be ineffective to modify, release or otherwise affect this Lease, in whole or in part, unless such agreement is in writing and signed by the party to be bound thereby.

17.19. SEVERABILITY. If any term or provision of this Lease shall, to any extent, be held invalid or unenforceable by a final judgment of a court of competent jurisdiction, the remainder of this Lease shall not be affected thereby.

17.20. SUCCESSORS. Subject to the limitations and conditions set forth elsewhere herein, this Lease shall bind and inure to the benefit of the respective heirs, legal representatives, successors, and assigns of the parties hereto. All rights, powers, privileges, immunities, and duties of Landlord under this Lease, including, but not limited to, any notices required or permitted to be delivered by Landlord to Tenant hereunder, may, at Landlord's option, be exercised or performed by Landlord's agent or attorney.

17.21. CAPTIONS. The captions in this Lease are inserted only as a matter of convenience and for reference only and they in no way define, limit, or describe the scope of this Lease or the intent of any provisions hereof.

17.22. NUMBER AND GENDER. All genders used in this Lease shall include the other genders, the singular shall include the plural, and the plural shall include the singular, whenever and as often as may be appropriate.

17.23. GOVERNING LAW. THIS LEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (WITHOUT GIVING EFFECT TO TEXAS' PRINCIPALS OF CONFLICTS OF LAW) AND THE LAW OF THE UNITED STATES APPLICABLE TO TRANSACTIONS IN THE STATE OF TEXAS. TENANT HEREBY IRREVOCABLY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF ANY TEXAS OR FEDERAL COURT SITTING IN FORT BEND COUNTY, TEXAS OVER ANY SUIT, ACTION OR PROCEEDING, ARISING OUT OF, OR RELATING TO THIS LEASE, AND TENANT HEREBY AGREES AND CONSENTS THAT, IN ADDITION TO ANY METHODS OF SERVICE OF PROCESS PROVIDED FOR UNDER APPLICABLE LAW, ALL SERVICE OF PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY TEXAS OR FEDERAL COURT SITTING IN FORT BEND COUNTY, TEXAS MAY BE MADE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO TENANT AT THE ADDRESS OF TENANT FOR THE GIVING OF NOTICES UNDER THIS LEASE, AND SERVICE SO MADE SHALL BE COMPLETE FIVE (5) DAYS AFTER SUCH NOTICE SHALL HAVE BEEN MAILED.

17.24. WAIVER OF CONSUMER RIGHTS. TENANT AGREES NOT TO INVOKE ANY RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES - CONSUMER PROTECTION ACT, SECTION 17.41 ET. SEQ. OF THE TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF TENANT'S OWN SELECTION, TENANT VOLUNTARILY CONSENTS TO THIS PROVISION.

17.25. WAIVER OF LIEN. TENANT AGREES NOT TO INVOKE ANY LIEN RIGHTS UNDER SECTION 91.004 OF THE TEXAS PROPERTY CODE, AS WELL AS ANY SUCCESSOR STATUTE GRANTING TENANT A LIEN IN LANDLORD'S PROPERTY.

17.26. WAIVER OF JURY TRIAL. EACH OF TENANT AND LANDLORD HEREBY IRREVOCABLY AGREE, TO THE FULL EXTENT PERMITTED BY LAW, NOT TO INVOKE ANY RIGHT TO HAVE A JURY IN CONNECTION WITH ANY ACTION, LEGAL PROCEEDING OR HEARING WITH RESPECT TO THIS LEASE, AND SUCH CONDITION SHALL BE EFFECTIVE WITH RESPECT TO SUCH PARTY AND ANY PARTY THAT MAY CLAIM THROUGH SUCH PARTY. EACH PARTY HAS READ THIS PARAGRAPH, HAS BEEN REPRESENTED BY COMPETENT LEGAL COUNSEL OF ITS CHOICE, AND AGREE THAT THE RESTRICTIONS SET FORTH IN THIS PARAGRAPH HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY AND AS PART OF THE CONSIDERATION FOR THIS LEASE. EACH OF TENANT AND LANDLORD HAS NO KNOWLEDGE OF ANY DEFENSE THAT MAY BE MADE AGAINST ENFORCEMENT OF THIS PROVISION AND AGREEMENT

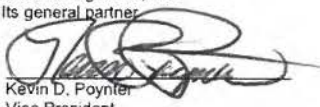
17.27. ANTI-TERRORISM STATUTE COMPLIANCE. Tenant hereby represents and warrants to Landlord that Tenant is not: (1) in violation of any Anti-Terrorism Law; (2) conducting any business or engaging in any transaction or dealing with any Prohibited Person, including the making or receiving or any contribution of funds, goods, or services to or for the benefit of any Prohibited Person; (3) dealing in, or otherwise engaging in, any transaction relating to any property or interest in property blocked pursuant to Executive Order No. 13224; (4) engaging in or conspiring to engage in any transaction that evades or avoids, had the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in any Anti-Terrorism Law; or (5) a Prohibited Person, nor are any of its partners, members, managers, officers, or directors a Prohibited Person. As used herein, "Anti-Terrorism Law" is defined as any law relating to terrorism, anti-terrorism, money laundering, or anti-money laundering activities, including, without limitation, Executive Order No. 13224 and Title 3 of the USA Patriot Act. As used herein, "Executive Order No. 13224" is defined as Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, or Support Terrorism". "Prohibited Person" is defined as (i) a person or entity that is listed in the Annex to Executive Order No. 13224, (ii) a person or entity with whom Tenant or Landlord is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law, or (iii) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control (OFAC) as its official website, <http://www.treas.gov/ofac/t11sdn.pdf>, or at any replacement website or other official publication of such list from time to time. "USA Patriot Act" is defined as the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56). Notwithstanding anything in this Lease to the contrary, Tenant acknowledges and agrees that this Lease is a continuing transaction and that the foregoing representations, certifications, and warranties are ongoing and shall be and remain true and in full force and effect on the date hereof and throughout the Term hereof (and any extension thereof), and that any breach thereof shall be an Event of Default hereunder (not subject to any notice or cure period) giving rise to Landlord's remedies, including but not limited to forcible eviction. Without limitation of Tenant's other obligations as set forth herein, Tenant hereby agrees to be solely responsible for any and all claims, damages, losses, risks, liabilities, fines, penalties, forfeitures, and expenses (including, without limitation, costs and attorneys' fees) arising from or related to any breach of the foregoing representations, certifications, and warranties.

IN WITNESS WHEREOF, Landlord and Tenant have respectively executed this Lease as of the day and year first above written.

**LANDLORD:**

**COMMERCE GREEN ASSOCIATES, L.P.**

By: CGA Management, LLC  
Its general partner

By:   
Name: Kevin D. Poynter  
Title: Vice President

**TENANT:**

**FORT BEND COUNTY**

By:   
Name: KP George  
Title: County Judge

GUARANTEE  
Intentionally Deleted

YAG [Signature]

LIST OF EXHIBITS

Exhibit "A" - Land

Exhibit "B" - Floor Plan

Exhibit "C" - Leasehold Improvements

Exhibit "D" - Parking

Exhibit "E" - Rules and Regulations

EXHIBIT "A"

DESCRIPTION OF LAND FOR COMMERCE GREEN ASSOCIATES, L.P.

The premises consists of approximately 1,620 square feet in Commerce Green Office Park, located on the approximately 4.5661 acre tract being Reserve C-3, Sugar Creek Center Reserve C-3 and C-5 Minor Replat, Plat No. 20170140, in the Official Public Records of Fort Bend County, Texas

EXHIBIT "B"

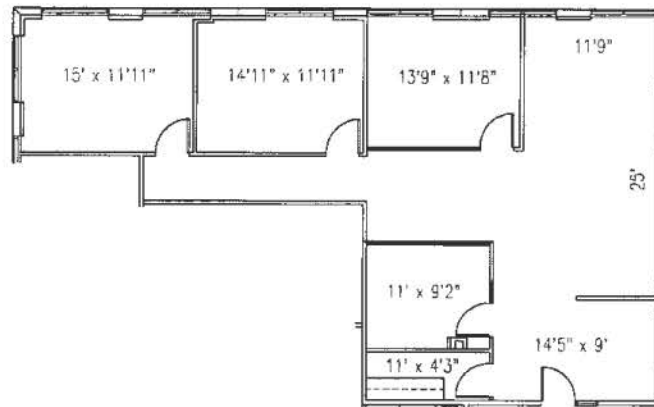


EXHIBIT "C"

LEASEHOLD IMPROVEMENTS

ARTICLE 1

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DEFINITIONS

These terms defined in Article 1 of this Exhibit "C," for all purposes of this Exhibit "C," shall have the meaning herein specified, and, in addition to the terms defined herein, the definitions otherwise in the Lease to which this Exhibit "C" is attached shall also apply to this Exhibit "C."

1.01 "Building Standard" means the quantity or quality of materials, finishes, and workmanship from time to time specified by Landlord as being standard for office space in the Building.

1.02 "Landlord's Contractor" means the person or firm from time to time selected by Landlord to construct and install the Leasehold Improvements (as defined below) in the Premises.

1.03 "Non-Building Standard" means all materials, finishes, and workmanship used in connection with the construction and installation of the Leasehold Improvements which exceed or deviate from Building Standard in terms of quantity or quality (or both).

1.04 "Leasehold Improvements" shall mean the work described in Section 2.01 hereof.

ARTICLE 2

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COMPLETION OF PREMISES

2.01 Tenant shall accept the Premises in its existing condition and without the need for Landlord to provide any Leasehold Improvements. Any Leasehold Improvements that are required by Tenant shall be completed at the sole cost of Tenant and subject to Landlord's approval. All Leasehold Improvements to be undertaken by Tenant will be completed in accordance with ARTICLE 8, 8.01. ALTERATIONS, IMPROVEMENTS, ADDITIONS AND INSTALLATIONS (INCLUDING TELECOMMUNICATIONS EQUIPMENT).

2.02 Unless otherwise agreed to in writing by Landlord and Tenant, all work involved in the construction and installation of the Leasehold Improvements shall be carried out by Landlord's Contractors under the sole direction of Landlord. Tenant shall cooperate with Landlord's Contractor to promote the efficient and expeditious completion of such work.

2.03 If there are any changes in the Leasehold Improvements caused by Tenant from the work as reflected in the Drawings, each such change must receive the prior written approval of Landlord, and, in the event of any such approved change in the Drawings, Tenant shall pay all costs associated therewith.

2.04 Under no circumstances whatsoever will Tenant, or Tenant's authorized representative, ever alter or modify or in any manner disturb any central system or installation of the Building, including, but not limited to, exterior building, central plumbing system, central fire protection and fire alert systems, central building maintenance systems, central structural systems, elevators, and anything located within the central core of the Building. Only with Landlord's express written permission and under direct supervision of Landlord or Landlord's authorized representative shall Tenant or Tenant's authorized representative alter or modify or in any manner disturb any branch of any system or installation of the Building which is located within the Premises, including, but not limited to, branch electrical, heating, ventilating and air conditioning systems, and branch fire protection and alert systems. For the purposes of this Section 2.03, "central" shall be defined as that portion of any Building system or component which is within the core and/or common to and/or serves or exists for the benefit of other tenants in the Building; and "branch" shall be defined as that portion of any Building System or component which serves to connect or extend central systems into the Premises.

2.05 Landlord shall have no obligation to commence installation of any of the Leasehold Improvements in the Premises until Landlord shall have received any advance payment required by Tenant under Section 2.01 of this Exhibit "C".

ARTICLE 3

=====

TENANT DELAY

Tenant agrees that in the event Tenant shall have:

- (a) ordered or requested materials, finishes or installations other than Building Standard, or,
- (b) made changes in the drawings, mechanical drawings and/or specifications thereof or work or improvements required thereby (notwithstanding Landlord's approval of such changes), or
- (c) failed to perform timely any work to be performed by Tenant, or any person, firm or corporation employed by Tenant, or
- (d) directly, or indirectly through any person, firm or corporation employed by Tenant, unreasonably interfered with or delayed the work of Landlord's contractor, or
- (e) caused any delay in Landlord's completion of the Premises through any default or negligence of Tenant or its agents, thereby delaying Tenant's occupancy of the Premises beyond the Commencement Date designated in the Lease, Tenant shall commence payment of the Rent on such Commencement Date.

Ug [Signature]

EXHIBIT "D"

PARKING

1. At the beginning of the original Term of this Lease, Landlord shall make available to Tenant Five (5) unreserved permits in the parking garage and in the surface parking areas specifically designated for the Building on the Land.

2. For each such parking permit Tenant is allocated at the beginning of the original Term hereof, Tenant shall pay Landlord (or agent designated by Landlord) as monthly rent ("Parking Rent") each "unreserved" parking permit is \$0.00 per month plus all applicable sales tax. The 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 such garage. Tenant shall be solely responsible for 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 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 rentals 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.

3. Tenant agrees to comply with all reasonable rules and regulations now or hereafter established by Landlord relating to the use of the Project's parking facilities, including, without limitation, those set forth below. A condition of any parking shall be compliance by any 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 reserves the right to modify and/or adopt such other reasonable and nondiscriminatory rules and regulations for the garage as it deems necessary for the operation of the garage. 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).
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.
10. All vehicles are to be properly licensed, in good operating condition, parked for business purposes having to do with Tenant's business operating in the Premises.
11. No vehicle shall be parked as a "billboard" vehicle.
12. Vehicle parking is not to be for long term vehicle storage. Any vehicle left overnight or more than 24 hours is deemed to be long term vehicle storage. Landlord has the right to charge a daily fee for long term vehicle storage equal to \$50.00 per vehicle per day until the vehicle is removed ("Storage Fee"); provided, however, the payment of the Storage Fee shall not constitute an approval by Landlord for the vehicle to remain in the parking area or a waiver of any of Landlord's rights and remedies associated therewith, including, but limited to, having the vehicle towed at Tenant's expense. Landlord shall have no responsibility or liability associated with any vehicle in the parking areas of the Project.
13. If a vehicle is deemed to pose a problem as currently parked, Tenant must remove or relocate such vehicle immediately upon request from the Landlord.

Landlord may refuse to permit any person who violates such Rules and Regulations to park in the parking area for the balance of the Term of the Lease. Any violation of the Rules and Regulations shall subject the car to removal from the parking area, or placement of a "boot" on the vehicle to immobilize it and may levy a charge of \$50.00 to remove the "boot." Tenant shall be solely responsible for any liability arising from the towing or booting of any vehicles belonging to a Tenant or Tenant party.

Failure to promptly pay the 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 Lessee's right to use the parking structure. 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 E

### RULES AND REGULATIONS

1. The sidewalks, walks, plaza entries, corridors, concourses, ramps, staircases, escalators and elevators of the Project 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 Project 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 Project 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. Tenant shall use no other method of heating or cooling than that supplied 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 or passageways of the Project. No animals or birds shall be brought or kept in or about the Project.
6. Landlord shall have the right to prohibit any advertising by Tenant which, in Landlord's opinion, tends to impair the reputation of the Project 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 Project 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 standard prescribed by Landlord. No trademark shall be displayed in any event.
8. Canvassing, soliciting or peddling in the Building and/or Project is prohibited, and Tenant shall cooperate to prevent same.
9. Landlord shall have the right to exclude any person from the Project other than during customary business hours as set forth in the Lease, and any person in the Project will be subject to identification by employees and agents of Landlord. All persons in or entering the Project shall be required to comply with the security policies of the Project. 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 Project of any person. In case of invasion, mob, riot or public excitement, the Landlord reserves the right to prevent access to the Project during the continuance of same by closing the doors or taking other measures for the safety of the tenants and protection of the Project 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.
11. Tenant shall not do any cooking 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 coffee bar by and for its employees.
12. Tenant shall not bring or permit to be brought or kept in or on the Premises or Project 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 Project 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 Project.
13. Tenant shall not mark, paint, drill into, or in any way deface any part of the Project or the Premises. No boring, driving of nails or screws, cutting or stringing of wires shall be permitted, except 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 Project 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, on 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, Five (5) 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 Project or of defects therein or in any fixtures or equipment, or of any known emergency in the Project.
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 in the Premises.
19. The requirements of Tenant will be attended to only upon application of Landlord in 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 Project 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 Project 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.

YRB [Signature]

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 Project 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 Project 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 Project 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 Project.
27. Normal business hours shall be deemed to be 7:00 a.m. through 6:00 p.m. on weekdays and 8:00 a.m. through 12:00 p.m. on Saturdays, exclusive of holidays. Holidays shall, for purposes of this Lease, be deemed to be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Good Friday, Christmas Day and any other holidays commonly observed by landlords of comparable buildings in the Market Area.
28. Landlord reserves the right, without the approval of Tenant, to rescind, add to and amend any rules or regulations, to add new rules and regulations, and to waive any rules or regulations with respect to any tenant or tenants.

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