

**OFFICE LEASE AGREEMENT**

THIS OFFICE LEASE AGREEMENT (this "Lease") is made and entered into as of the "Lease Date" (as defined below), by and between CCI-NORTH HWY 360, L.P., a Texas limited partnership ("Landlord"), and INTERNATIONAL LEADERSHIP OF TEXAS, INC., a Texas corporation ("Tenant").

1. BASIC LEASE INFORMATION.

The words and phrases defined below are hereby incorporated into and made a part of this Lease and are hereinafter referred to as the "Basic Lease Information".

(a) "Lease Date": The date upon which this Lease is mutually executed as indicated below, provided that if Landlord and Tenant execute this Lease on different dates, the latter of the two dates shall be the "Lease Date."

(b) "Building": The six story office building, having a "total rentable area" of approximately 105,541 square feet, situated on a 3.92 acre (more or less) parcel of land (the "Land") located at 1901 North Highway 360, Grand Prairie, Tarrant County, Texas 75050.

(c) "Premises": Suite No. 335 having a "rentable area" of approximately 3,549 square feet, and being located on the third floor of the Building, as depicted on the floor plans attached hereto as Exhibit A.

(d) "Tenant's Proportionate Share": The ratio between the rentable area of the Premises and the total rentable area of the Building, expressed as a percentage, Tenant's Proportionate Share being 3.36%.

(e) "Permitted Use": General office purposes and for no other use or purpose without the prior written consent of Landlord, which consent shall not be unreasonably withheld; provided that Tenant's use of the Premises shall be subject to compliance with the Rules and Regulations attached to and made part of this Lease as Exhibit B.

(f) "Lease Term": The period commencing on January 1, 2022 (the "Commencement Date") and expiring on February 28, 2029 Date (the "Expiration Date"). Tenant shall have one options to extend the Lease Term by a period of 60 calendar months subject to the terms and conditions found in Exhibit C attached to and made part hereof. Commencing on December 16, 2021 and ending on the Commencement Date, Tenant shall have the right to use Suite 340 in the Building for the sole purpose of storing furniture and equipment subject to the all terms and conditions of this Lease other than the obligation to pay Rent.

(g) "Base Year": The calendar year 2022.

(h) "Security Deposit": The sum of \$7,296.15 which amount shall be paid by Tenant within three (3) business days following the Lease Date.

(i) "Base Rent": The rental amount due and payable to Landlord by Tenant over the course of the Lease Term pursuant to Section 3 hereof, such amount to be paid in monthly installments at the annual rate per rentable square foot ("RSF") shown in the schedule set forth below; provided that the monthly installment of Base Rent and Tenant's estimated share of Electrical Costs due for the first (1<sup>st</sup>) full month of the Lease Term shall be paid in advance within three (3) business days following the Lease Date

<u>Monthly Period</u>	<u>Annual Rental Rate</u>	<u>Monthly Base Rent</u>
Months 1 - 2	\$ 0.00 / RSF	\$ 0.00 *
Months 3 - 12	\$ 20.00 / RSF	\$5,915.00
Months 13 - 24	\$ 20.50 / RSF	\$6,062.88
Months 25 - 36	\$ 21.00 / RSF	\$6,210.75
Months 37 - 48	\$ 21.50 / RSF	\$6,358.63
Months 49 - 60	\$ 22.00 / RSF	\$6,506.50
Months 61 - 72	\$ 22.50 / RSF	\$6,654.38
Months 73 - 86	\$ 23.00 / RSF	\$6,802.25

\* Base Rent abatement only. Tenant shall be responsible for all other Rent payments during these months.

(j) “Electrical Costs”. The cost of all electrical utility service to the Building, net of any excess electricity usage costs charged to other Building occupants; the Electrical Costs as currently estimated by Landlord for calendar year 2022 being \$1.67 per RSF.

(k) “Parking Spaces”: A total of sixteen parking spaces located in the unreserved parking areas appurtenant to the Building, such Parking Spaces to be available for use by Tenant, its employees and invitees, during the Lease Term pursuant to Section 2.6 of this Lease.

(l) “Landlord’s Address”: CCI-North Highway 360, LP  
c/o Capital Commercial Investments, Inc.  
Attn: Teddy Childers  
500 N. Capital of Texas Highway  
Building 1, Suite 200  
Austin, Texas 78746

(m) “Tenant’s Address”: International Leadership of Texas, Inc.  
1901 N. State Highway 36, Suite 335  
Grand Prairie, Texas 75050

(n) “Brokers”: “Landlord’s Broker”: Bradford Commercial Real Estate Services  
“Tenant’s Broker”: None

## 2. PREMISES; TERM.

2.1 Grant of Lease. Landlord, in consideration of the Base Rent and any Additional Rent to be paid and the other covenants and agreements to be performed by Tenant pursuant to the provisions hereof, does hereby lease, demise and let unto Tenant the Premises, commencing as of the Commencement Date and ending on the Expiration Date, unless sooner terminated as herein provided. If the Premises are not available and ready for occupancy, for any reason whatsoever, on or before the Commencement Date, Landlord shall not be deemed to be in default hereunder and shall not be liable or responsible for any claims, damages or liabilities in connection with any such delay in Tenant’s occupancy thereof; and in such event, Tenant shall accept possession of the Premises at such time as Landlord is able to tender the same. It is further understood and agreed that any delay in Landlord’s delivery of the Premises shall have no effect on the duration of the Lease Term as specified in the Basic Lease Information. Upon Landlord’s written request, Tenant agrees to execute a Memorandum of Lease Commencement, certifying that Tenant has accepted delivery of the Premises, subject to the punch list items, and that the condition of the Premises complies with Landlord’s obligations hereunder and confirming the Commencement Date and Expiration Date.

2.2 Condition of Premises. Subject to the completion of Landlord’s Work, [which among other things includes painting and new carpet for the Premises](#), Tenant agrees to accept possession of the Premises in its “as-is” condition and agrees that the Premises are suitable for the Permitted Use and satisfactory to Tenant in all respects. Other than as may be expressly provided in this Lease, Landlord has made no representations or warranties to Tenant regarding the physical condition of the Premises and hereby expressly disclaims all representations and warranties, express, implied or statutory, with respect to the Premises and any and all leasehold improvements and fixtures contained therein. Tenant further acknowledges and agrees that Landlord has no obligation to install or construct any leasehold improvements or to make any alterations or modifications to the Premises other than Landlord’s Work. It is understood and agreed that Landlord’s Work shall consist of repainting the Premises, replacing the carpet in the Premises, removing the toilet and capping plumbing in the existing restroom, and removing the countertop and sink in the existing restroom and replacing with a flat countertop.

2.3 Building Common Areas and Service Areas. As long as this Lease remains in effect and Tenant is not in default hereunder, Tenant shall have the non-exclusive right, in common with the Landlord, other Building tenants, subtenants and invitees, to use the common areas of the Building (the “Common Areas”), which consist of

the Building parking areas, walkways, and driveways, the elevator(s), entrance foyer and main lobby of the Building and all other lobbies, corridors, stairwells and public restrooms located in the Building, as well as those areas appurtenant to or servicing the elevators and the shipping and receiving areas in the Building which are available for the common use of the employees, agents and guests of Building tenants; provided that Landlord shall have the right at any time and from time to time, at Landlord's discretion, to limit access to such Common Areas as Landlord may determine, so long as Tenant's access to and use of the Premises is not unreasonably limited or denied. Tenant shall not have access to the floor area of all janitorial closets, electric rooms, mechanical rooms, and other Building areas used or useful in the operation of the Building that are accessible only to Landlord and its agents (the "Service Areas").

2.4 Floor Area Computation. Landlord, at its election, may re-measure the Premises according to BOMA standards, in which event Tenant's Base Rent due under Section 1(i) and Tenant's Proportionate Share shall be re-computed based on such re-measurement and shall thereupon be applicable for the remainder of the Lease Term.

2.5 Relocation of Premises. At any time upon sixty (60) days' prior written notice to Tenant, Landlord, at its sole discretion, shall be entitled to cause Tenant to relocate from the Premises to other office space located within the Building having a usable area of not less than 90% or more than 110% of the usable area of the Premises and being of comparable design and improvements (the "Relocation Space"). The reasonable costs actually incurred in connection with the physical relocation of the Tenant to the Relocation Space shall be at the expense of Landlord. Such a relocation shall not terminate or otherwise affect or modify this Lease except that from and after the date of such relocation, the term "Premises" shall refer to the Relocation Space into which Tenant has been moved, rather than the original Premises as herein defined, and the Base Rent and Tenant's Proportionate Share shall be the same as the Base Rent and Tenant's Proportionate Share applicable to the original Premises.

2.6 Parking. So long as this Lease is in effect, Tenant shall have the use of the Parking Spaces. Tenant's use of the Parking Spaces shall be subject to the terms and conditions of this Lease, including any Rules and Regulations pertaining to such use.

### 3. RENT.

3.1 Base Rent. The Base Rent installment due for the first (1<sup>st</sup>) full calendar month of the Lease Term shall be payable by Tenant to Landlord within three (3) business days following the Lease Date. If the Commencement Date is other than the first day of a calendar month, then the per diem Base Rent amount due for such partial month of the Term shall be due and payable as of the Commencement Date. The per diem Base Rent amount shall be calculated by dividing the Base Rent due for the first (1<sup>st</sup>) full calendar month of the Lease Term by the number of days in the month containing the Commencement Date. The remaining monthly installments of Base Rent shall be due and payable without demand beginning on the first day of the calendar month following the expiration of the Base Rental Abatement Period and continuing thereafter on or before the first day of each succeeding calendar month during the Lease Term.

3.2 Additional Rent. Both Tenant and Landlord expressly understand and agree that all other sums, other than Base Rent, which may from time to time become due under this Lease, shall be deemed "Additional Rent". Tenant's obligation to make payments of Additional Rent, if any, hereunder shall be deemed to be an independent covenant of this Lease.

3.3 Late Charge. If any installment of Base Rent, Additional Rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after the due date, then Tenant shall immediately pay to Landlord a late payment charge equal to the greater of either (i) five percent (5%) of the amount due or (ii) the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00). The parties hereby agree that such late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of late payment by Tenant and that such charge is in addition to any interest due on the overdue payment as otherwise provided in this Lease. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount or prevent Landlord from exercising any of the other rights and remedies granted hereunder.

### 3.4 Operating Expenses.

3.4.1 Tenant's Obligation. Commencing as of the first day of the calendar year following the Base Year and continuing throughout the Lease Term, Tenant shall be obligated to pay Landlord, as Additional Rent, Tenant's Proportionate Share of the amount by which the Operating Expenses incurred during such calendar year exceed the Operating Expenses incurred during the Base Year (the "Base Year Operating Expenses"), such excess amount (the "Excess Operating Expenses") to be paid by Tenant in equal monthly installments as hereinafter set forth. The obligation of Tenant to pay Tenant's Proportionate Share of the Excess Operating Expenses shall survive the expiration or any earlier termination of the Lease Term. Operating Expenses are currently estimated by Landlord as \$8.46 per RSF for the calendar year 2022. This estimate for Operating Expenses does not include electrical costs which Tenant pays pro rata according to Sections 3.5 of this Lease

3.4.2 Definition. "Operating Expenses" shall mean any and all costs, expenses and disbursements of every kind and character (subject to any limitations set forth herein) which Landlord shall incur or pay in connection with the ownership of any estate or interest in, operation, insurance, maintenance, repair, replacement, and security of the Building, or any portion thereof, as determined in accordance with sound, accepted cash accounting principles consistently applied; provided that Operating Expenses shall include, but not be limited to, the following:

- (a) Costs of supplies, including but not limited to the cost of "re-lamping" all light fixtures, as the same may be required from time to time;
- (b) Costs incurred in connection with obtaining and providing electrical service to the Common Areas, as well as costs for HVAC services furnished to the Common Areas;
- (c) Costs of water and sanitary sewer and storm drainage services;
- (d) Costs of window cleaning and security services, if any;
- (e) Costs of general maintenance and repairs, including costs under HVAC and other mechanical maintenance contracts, and repairs and replacements of equipment used in connection with such maintenance and repair work;
- (f) Costs of maintenance of the Common Areas and any plazas and other areas used by tenants of the Building, including reasonable replacement of plants and landscaping;
- (g) Costs of maintenance, repair, striping and repaving of parking areas;
- (h) Costs of trash and snow removal;
- (i) Any fees, costs or assessments imposed by any property owners association;
- (j) Insurance premiums, including fire and all-risk coverage, together with loss of rent endorsement, public liability insurance, and any other commercially reasonable insurance carried by Landlord on the Building or any component parts thereof (collectively referred to herein as "Insurance");
- (k) Labor costs, including wages and other payments, costs to Landlord of workmen's compensation and disability insurance, payroll taxes, welfare fringe benefits and all legal fees and other costs or expenses incurred in resolving any labor disputes;
- (l) Professional building management fees and related management costs;
- (m) Legal, accounting, inspection and other consultation fees (including, without limitation, fees charged by consultants retained by Landlord for services that are designed to produce a reduction in Operating Expenses

or reasonably to improve the operation, maintenance or state of repair of the Building) incurred for the normal, prudent operation of the Building;

(n) The costs of any machinery or equipment installed in the Building or other structural repairs, replacements or capital improvements made in or to the Building in order to comply with changes in any applicable laws, ordinances, rules, regulations or orders of any governmental or quasi-governmental authority having jurisdiction over the Building promulgated after the Commencement Date (referred to herein as "Required Capital Improvements"), the costs of any capital improvements and structural repairs and replacements designed primarily to reduce Operating Expenses (referred to herein as "Cost Savings Improvements"), and a reasonable annual reserve for all other capital improvements and structural repairs and replacements reasonably necessary to permit Landlord to maintain the Building as a first class office building; provided that the expenditures for Required Capital Improvements and Cost Savings Improvements shall be amortized over the useful life of such capital improvement or structural repair or replacement (as determined by Landlord's accountants), and provided that the amortized amount of any Cost Savings Improvement shall be limited in any year to the reduction in Operating Expenses as a result thereof;

(o) "Real Estate Taxes", including all real property taxes and assessments levied against the Building by any governmental or quasi-governmental authority, including any taxes, assessments, surcharges, or service or other fees of a nature not presently in effect which shall hereafter be levied on the Building as a result of the use, ownership or operation of the Building or for any other reason, whether in lieu of or in addition to any current real estate taxes and assessments; provided, however, that any taxes which shall be levied on the rentals of the Building shall be determined as if the Building were Landlord's only property; and "Assessments", including any and all so-called special assessments, license tax, business license fee, business license tax, commercial rental tax, levy, charge or tax imposed by any authority having the direct power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, water, drainage or other improvement or special district thereof, against the Premises, the Building or against any legal or equitable interest of Landlord therein; provided further, that in no event shall the terms Real Estate Taxes or Assessments, as used herein, include any federal, state or local income taxes levied or assessed on Landlord, unless such taxes are a specific substitute for real property taxes; such terms shall, however, include the so-called Texas "Margin Tax" and also any expenses reasonably incurred by Landlord for tax consultants employed to assist in contesting the amount or validity of any such Real Estate Taxes or Assessments (all of the foregoing being collectively referred to herein as "Taxes"); and

(p) Any other expense which under generally accepted accounting principles would be considered a normal maintenance or operating expense of the Building.

3.4.3 Landlord's Statement. Commencing as of the first calendar year following the Base Year and continuing for each calendar year throughout the Lease Term, Landlord shall send Tenant a statement ("Landlord's Statement"), setting forth: (i) the actual amount of the Operating Expenses incurred during the preceding calendar year; (ii) the total amount paid, if any, by Tenant during such calendar year as Tenant's Proportionate Share of any Excess Operating Expenses; and (iii) Landlord's estimate of the amount of the Excess Operating Expenses for the calendar year in which the Landlord's Statement is given. Landlord shall make a good faith effort to deliver Landlord's Statement to Tenant by not later than May 1<sup>st</sup> of each calendar year; provided that any delay in delivery or Landlord's failure to render Landlord's Statement with respect to any period shall not eliminate or reduce Tenant's obligation to pay Tenant's Proportionate Share of any Excess Operating Expenses and shall not prejudice Landlord's right to render Landlord's Statement with respect to any subsequent period. In the event that less than ninety-five percent (95%) of the total rentable area of the Building is occupied by tenants during any calendar year of the Lease Term, Landlord shall make the necessary adjustments to all Operating Expense items that vary based on Building occupancy so that the actual Operating Expenses used in determining Tenant's Proportionate Share are "grossed up" to reflect a 95% Building occupancy rate.

3.4.4 Tenant's Payments. Within thirty (30) days following delivery of Landlord's Statement, Tenant shall pay to Landlord the entire remaining balance due of Tenant's Proportionate Share of the Excess Operating Expenses for the prior calendar year, if any; provided that in the event that Tenant has overpaid, Landlord shall credit any such overpayment against the next payment of Rent due and owing by Tenant, or, if no further Rent payments are due, refund such overpayment directly to Tenant within thirty (30) days of determination. For each month following

delivery of Landlord's Statement, Tenant shall pay the estimated monthly installment of Tenant's Proportionate Share of any Excess Operating Expenses as set forth therein, subject to any credit due with respect to overpayment in the prior calendar year.

3.4.5 Tenant Audit. Upon not less than thirty (30) days prior written notice to Landlord, and not more frequently than once per calendar year, Tenant shall have the right, at Tenant's expense, to cause an audit to be made of Landlord's computation of the Operating Expenses and Tenant's Proportionate Share of any Excess Operating Expenses as set forth herein for the prior calendar year, which audit shall be conducted at Landlord's offices. If such audit shows that Landlord's calculation of Tenant's Proportionate Share of any Excess Operating Expenses for any calendar year was overstated by more than five percent (5%), then Landlord shall reimburse Tenant for the reasonable cost of such audit as paid to third parties. Tenant shall not be entitled to withhold or deduct any portion of Base Rent or Additional Rent during the pendency of any such audit. Any errors disclosed by such audit shall be promptly corrected, provided that Landlord shall have the right to cause another independent audit to be made of such computations, and in the event of a disagreement between the auditors, the audit disclosing the least amount of deviation from Landlord's original computations shall be conclusively deemed to be correct.

### 3.5 Electrical Costs.

3.5.1 Tenant shall pay Landlord, as Additional Rent, an amount equal to Tenant's Proportionate Share of the Electrical Costs, such amount to be paid in monthly installments beginning on the Commencement Date and continuing on the first day of each calendar month thereafter. If the Commencement Date is other than the first day of a calendar month, then the per diem Electrical Costs due for such partial month of the Term shall be due and payable as of the Commencement Date. The per diem Electrical Costs amount shall be calculated by dividing the Electrical Costs due for the first full calendar month of the Lease Term by the number of days in the month containing the Commencement Date. The amount of each such installment payment shall be based on Landlord's estimate of Tenant's Proportionate Share of the Electrical Costs due for each calendar month as set forth in written notice thereof to Tenant; provided that Landlord shall have the right to revise its estimate of the Electrical Costs at any time and from time to time throughout the year.

3.5.2 Commencing as of the first calendar year following the Commencement Date and continuing for each calendar year throughout the Lease Term, Landlord shall send Tenant an annual statement of Electrical Costs setting forth: (i) the actual amount of the Electrical Costs incurred during the preceding calendar year; (ii) the total amount paid by Tenant during such calendar year as Tenant's Proportionate Share of the Electrical Costs; and (iii) the amount by which Tenant may have underpaid or overpaid Tenant's Proportionate Share of the Electrical Costs, based on Landlord's previous estimates of the amount due. Landlord shall make a good faith effort to deliver Landlord's statement of the Electrical Costs to Tenant by not later than May 1<sup>st</sup> of each calendar year; provided that any delay in delivery of such statement shall not eliminate or reduce Tenant's obligation to pay Tenant's Proportionate Share of the Electrical Costs. Within fifteen (15) days following Landlord's delivery of the annual statement of Electrical Costs pursuant to this Section, Tenant shall pay to Landlord the entire remaining balance due of Tenant's Proportionate Share of the Electrical Costs for the prior calendar year, if any; provided that in the event that Tenant has overpaid, Landlord shall credit any such overpayment against the next payment of Tenant's Proportionate Share of the Electrical Costs due and owing by Tenant, or, if no further payments are due, refund such overpayment directly to Tenant within fifteen (15) days of determination.

3.5.3 If Tenant, as reasonably determined by Landlord, requires electric current in excess of that usually furnished or supplied to the Premises, Landlord may, at its election, either cause an electric current meter to be installed in the Premises so as to measure the electric current consumed for such excess use, or Landlord may determine the value of such excess use by causing an independent electrical engineer or consulting firm, selected by Landlord, to conduct a survey of Tenant's use of electric current and to certify such determination in writing to Landlord and Tenant. The cost of any such survey or installation and maintenance of such meter shall be borne by Tenant if the survey or meter indicates excess use by Tenant. Additionally, Tenant agrees to pay to Landlord, as Additional Rent, promptly upon demand by Landlord, the amount determined to be due for the excess electric current consumed by Tenant, as shown by said meter or as indicated in said survey, as the case may be, at the rate charged for such electrical service by the local public authority or the local public utility, as the case may be, furnishing the same, plus any additional expenses incurred by Landlord in monitoring the electric current consumed.

4. SECURITY DEPOSIT.

The Security Deposit shall be payable by Tenant to Landlord within three (3) business days following the Lease Date. Landlord shall not be required to keep the Security Deposit separate from its general funds. The Security Deposit shall be held by Landlord without liability for interest and as security for performance of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of Rent or a measure of Landlord's damages in case of default by Tenant. If Landlord transfers its interest in the Premises during the Lease Term, Landlord will assign the Security Deposit to the transferee and, thereafter, shall have no further liability for the return of such Security Deposit. Notwithstanding any provision of this Lease to the contrary, Tenant, to the extent permitted by law, hereby waives the provisions of §§ 93.004-93.011 of the Texas Property Code, if applicable, as it pertains to the Security Deposit. Provided that Tenant is not in default under this Lease, Landlord shall return any unapplied portion of the Security Deposit to Tenant within thirty (30) days following the Expiration Date or any early Termination Date.

5. USE AND OCCUPANCY OF PREMISES.

5.1 Permitted Use. The Premises shall be used and occupied only for the Permitted Use. Tenant shall not conduct any auction, liquidation sale, or going out of business sale in, on or about the Premises.

5.2 Legal Compliance. Tenant shall not use the Premises nor permit anything to be done in the Premises which will in any way violate or conflict with any law, statute, ordinance, protective covenants or governmental or quasi-governmental rules or regulations now in force or which may hereafter be enacted or promulgated which affect the Building.

5.3 Waste and Nuisance. Tenant shall not commit, suffer or permit any waste, damage, disfiguration or injury to the Premises, or commit any waste or injury to the common areas in the Building, or the fixtures and equipment located therein or thereon. Tenant shall not permit or suffer any overloading of the floors of the Premises, and shall not place therein any heavy business machinery, safes, computers, data processing machines, or other items heavier than customarily used for general office purposes without first obtaining the written consent of Landlord. Tenant shall not use or permit to be used any part of the Premises or use any part of the Building for any dangerous, noxious or offensive trade or business, and shall not cause or permit any nuisance, noise, or odors in, at or emanating from the Premises that disturbs other Building occupants.

5.4 Insurance Cancellation. Tenant shall not do or permit any use to be made of the Premises or Building which will invalidate or cause the cancellation of any insurance policy covering the Premises or the Building; and if Tenant's use of the Premises causes an increase in the premiums due with respect to any such insurance, Tenant shall pay any such increase or reimburse Landlord for such payments as Additional Rent, together with interest on any amount that may be paid by Landlord, all of which shall be payable by Tenant within five (5) days after receipt of written demand.

5.5 Rules and Regulations. Tenant shall faithfully observe and comply with the rules and regulations set forth in Exhibit B to this Lease, as amended from time to time (the "Rules and Regulations"), which are hereby incorporated herein by this reference.

5.6 Signs. Landlord shall provide a suite identification sign for the Premises to be placed on the outside of the Premises entry door and an entry for Tenant on the Building directory. Tenant shall not install, paint, display, inscribe, place or affix, or otherwise attach, any sign, fixture, advertisement, notice, lettering or direction on any part of the outside of the Premises or the Building or in the interior or other portion of the Building without obtaining the prior written consent of the Landlord, which consent may be withheld in Landlord's sole discretion.

6. LANDLORD'S SERVICES.

6.1 Basic Services. Subject to any federal, state and local law, rule or governmental order or regulation, and further subject to any circumstance described as "Force Majeure" in Section 22.17, Landlord shall furnish the following services:

- (a) Heat, ventilation and air conditioning ("HVAC"), whichever is required, from 7:00 a.m. to 6:00 p.m., Monday through Friday and 9:00 a.m. through 1:00 p.m. on Saturday, excluding legal holidays, consistent with other comparable office buildings in the vicinity of the Building;
- (b) Hot and cold water for lavatory purposes only and electric current for lighting the Premises and for ordinary office equipment only; and
- (c) Janitorial services.

6.2 Interruption of Services. Landlord hereby reserves the right from time to time to interrupt Building services as necessary to install, use, maintain, repair, replace and relocate utility service to the Premises and other parts of the Building, and to alter or relocate any other facility in the Building; provided that the exercise of such right shall not unreasonably interfere with Tenant's use of or access to the Premises.

6.3 Additional HVAC Service. If Tenant requires HVAC service during time periods other than as set forth above (hereafter "After Hours HVAC Service"), such After Hours HVAC Service must be requested from the Building manager at least twenty-four (24) hours prior thereto; and such After Hours HVAC Service shall be supplied in full Building floor increments only and for a minimum of period of two (2) hours, with increments of one (1) additional hour thereafter. Tenant shall reimburse Landlord, as Additional Rent, for all costs and expenses for After Hours HVAC Service in accordance with the then prevailing operational rate per hour per floor as reasonably determined by Landlord (which is currently estimated at \$75.00 per hour).

## 7. MAINTENANCE, REPAIRS AND ALTERATIONS.

7.1 Landlord's Obligations. Subject to the provisions of Section 5.2, 11 and 12 hereof, Landlord shall cause the foundation, roof, exterior walls and other structural portions of the Building and the mechanical, electrical, plumbing and fire/life safety systems serving the Building to be maintained in good order, condition and repair; provided that Tenant shall be required to repair, at its sole expense, any damage to the Premises or Building caused by any negligent or intentional act or omission of Tenant, Tenant's agents, employees, representatives, customers or invitees.

7.2 Tenant's Obligations. Subject to the provisions of Sections 5.2, 11 and 12, Tenant, at Tenant's expense, shall keep the interior of the Premises in good order, condition and repair, including, without limitation, all interior walls and interior surfaces of exterior walls, ceilings, windows, doors, and plate glass located within the Premises.

### 7.3 Alterations to Premises.

7.3.1 Tenant shall not, without Landlord's prior written consent, construct or install any alterations, improvements or additions (referred to collectively herein as "Alterations") in, on or about the Premises; provided that Landlord shall not unreasonably withhold, condition or delay consent to any Alterations that (i) do not affect any structural element of the Building or any electrical, mechanical or other system serving any portion of the Building other than the Premises and (ii) are not visible from outside the Premises. Furthermore, Tenant shall not be required to obtain Landlord's consent to the installation of any minor decorations in the Premises. As a condition to the approval of any Alterations proposed by Tenant, Landlord may require that Tenant remove any or all of said Alterations at the expiration of the Lease Term, or such other time at which Tenant ceases to possess the Premises, and restore the Premises to their prior condition. Should Tenant make any Alterations without the prior written approval of the Landlord, Landlord may require that Tenant immediately remove any or all of such items and/or Landlord may declare a default by Tenant under this Lease. Except in connection with normal interior decorating of the Premises, Tenant shall not place any holes in any part of the Premises, and in no event shall Tenant place any exterior or interior signs or interior drapes, blinds, or similar items visible from the outside of the Premises without the prior written approval of Landlord, which approval may be withheld in Landlord's sole discretion.



7.3.2 Any Alterations requiring Landlord's prior written consent that Tenant shall desire to make shall be presented to Landlord in written form with proposed detailed plans and specifications. If Landlord shall give its consent, the consent shall be deemed conditioned upon: (i) Tenant acquiring any required permit(s) to do the work from appropriate governmental agencies and furnishing a copy thereof to Landlord prior to the commencement of the work; and (ii) Tenant's compliance with all conditions of any such permit(s) and with all specifications in the Landlord-approved plans in a prompt and expeditious manner. Tenant shall not permit any of the work to be performed by persons not currently licensed and insured under any applicable licensing laws or regulations pertaining to the types of work to be performed. Landlord shall not be deemed unreasonable in the exercise of its discretion for withholding approval of any Alterations which involve or might affect any structural or exterior element of the Building, any area or element outside of the Premises, or any Building system or facility serving any area of the Building outside of the Premises, or which will require unusual expense to re-adapt the Premises to normal office use on the termination or expiration of the Lease. Landlord may require Tenant, at Tenant's sole cost and expense, to obtain and provide to Landlord a lien and completion bond (or such other applicable bond as determined by Landlord) in an amount equal to one and one-half (1-1/2) times the estimated cost of any approved Alterations, to insure Landlord against liability, including but not limited to liability for mechanic's and material men's liens and to insure completion of the work.

7.3.3 Tenant shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use in the Premises, which claims are or may be secured by any mechanic's or material men's lien against the Premises or the Building. Tenant shall give Landlord not less than ten (10) days notice prior to the commencement of any work in, on or about the Premises, and Landlord shall have the right to post notices of non-responsibility in, on or about the Premises as provided by law. Tenant shall have no power or authority to do any act or make any contract which may create or be the basis for any lien upon the interest of the Landlord, the Premises or the Building, or any portion thereof. If any mechanics or other lien or any notice of intention to file a lien shall be filed or delivered with respect to the Premises or the Building, based upon any act of the Tenant or of anyone claiming through the Tenant, or based upon work performed or materials supplied allegedly for the Tenant, Tenant shall cause the same to be canceled and discharged of record within thirty (30) days after receipt of notice thereof. If Tenant has not so canceled the lien within thirty (30) days as required herein, Landlord may, but shall not be required to, pay such amount, and the amount so paid, together with interest thereon from the date of payment and all legal costs and charges, including attorneys fees, incurred by Landlord in connection with said payment and cancellation of the lien or notice of intent, shall be Additional Rent and shall be due and payable on demand. Landlord may, at its option and without waiving any of its rights set forth in the immediately preceding sentence, permit Tenant to contest the validity of any such lien or claim; provided that in such event, Tenant shall at its expense defend itself and Landlord against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against Landlord, the Premises or the Building. Notwithstanding the foregoing, Landlord may at any time require Tenant to promptly deposit with the court exercising jurisdiction over such disputed lien such amount as may be necessary under applicable statutes to cause the release and discharge of the lien; and if Tenant shall fail to do so, Landlord may deposit such amount, in which event such amount, together with interest thereon from the date of payment and all legal costs and charges, including attorneys fees, incurred by Landlord in connection therewith shall be deemed Additional Rent and shall be payable on demand. Nothing herein contained shall be construed as a consent on the part of Landlord to subject the interest and estate of Landlord to liability under any lien law of the state in which the Premises are situated, for any reason or purpose whatsoever, it being expressly understood that Landlord's interest and estate shall not be subject to such liability and that no person shall have any right to assert any such lien.

7.3.4 Unless Landlord requires removal of any Alterations as set forth in this Section, all Alterations which may be made on the Premises shall, at the expiration of the Lease Term or such other time at which Tenant ceases to possess the Premises, become the property of Landlord and remain upon and be surrendered with the Premises. Notwithstanding the provisions of this Section, Tenant's machinery, equipment and any trade fixtures, other than fixtures that cannot be removed without material, irreparable damage to the Premises, shall remain the property of Tenant and may be removed by Tenant subject to the provisions of this Section; provided that Tenant is not in default under this Lease at the time Tenant ceases to possess the Premises. Tenant shall, at its sole expense, repair any damage to the Premises resulting from the removal of any of Tenant's machinery, equipment and trade fixtures pursuant to this Section or shall reimburse Landlord for the cost of any such repairs within thirty (30) days of Landlord's demand for payment.

7.4 Disability Law Compliance. Landlord shall deliver the Premises to Tenant as of the Commencement Date in compliance with the requirements of the Americans with Disabilities Act of 1990 and the Texas Accessibility

Standards, and all rules, regulations, and guidelines promulgated thereunder, as the same may be amended from time to time (collectively, "Disability Laws"). Thereafter, Tenant shall be responsible for, and shall bear all costs and expenses associated with, any and all improvements, additions, or Alterations made in or to the Premises at the request of or by Tenant or as a result of Tenant's use of the Premises, as may be required to be made in order to comply with the Disability Laws. Tenant shall indemnify and hold Landlord harmless from and against any and all liability incurred arising from the failure of the Premises to conform with the Disability Laws as a result of any Alteration or Tenant's specific use of the Premises, including the cost of making any alterations, renovations or accommodations required by the Disability Laws, or any government enforcement agency, or any courts, any and all fines, civil penalties, and damages awarded against Landlord (or those awarded against Tenant which could become a lien upon the Land) resulting from a violation or violations of the Disability Laws as a result of any Alteration or Tenant's specific use of the Premises, and all reasonable legal expenses and court costs incurred in defending claims made under the Disability Laws, including without limitation reasonable consultants', attorneys' and paralegals' fees, expenses and court costs.

8. TENANT'S USE OF COMMON AREAS.

Tenant's non-exclusive use of the Common Areas shall be subject to the Rules and Regulations, as the same may be amended from time to time. Tenant agrees to repair at its cost any damages to the Common Areas occasioned by its negligence or intentional misconduct or that of its officers, agents, representatives, customers, employees or invitees.

9. PERSONAL PROPERTY TAXES.

Tenant shall pay prior to delinquency all taxes assessed against and levied upon all fixtures, furnishings, equipment and all other personal property of Tenant contained in the Premises or elsewhere, including without limitation any leasehold improvements to the Premises that may be classified as personal property (collectively referred to as "Personal Property"). Tenant shall promptly deliver to Landlord, upon Landlord's written request, receipts for payments of all taxes, charges, rates, dues, assessments and licenses in respect of all of Tenant's Personal Property.

10. INSURANCE AND INDEMNITY.

10.1 Landlord's Insurance. From and after the date of this Lease, Landlord shall maintain, at its expense, a policy or policies of all risk extended coverage insurance covering the Building (excluding property required to be insured by Tenant) endorsed to provide replacement cost coverage and providing protection against perils included within the standard Texas form of fire and extended coverage insurance policy, together with insurance against sprinkler damage, vandalism, malicious mischief and such other risks as Landlord may reasonably from time to time determine and with any such commercially reasonable deductibles as Landlord may from time to time determine. Any insurance to be maintained by Landlord hereunder may be provided by a policy or policies of blanket insurance covering additional items or locations or insured parties, provided that the requirements of this Section 10.1 are otherwise satisfied. Tenant shall have no rights in any insurance policy or policies maintained by Landlord. The costs of the insurance coverage required to be maintained by Landlord hereunder shall be included as part of the Operating Expenses.

10.2 Tenant's Insurance. At all times during the Lease Term, Tenant shall, at Tenant's expense, obtain and keep in force: (i) commercial general liability damage insurance, insuring Tenant against any liability for bodily injury and property damage claims arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto, with combined single limit general liability coverage in an amount not less than \$1,000,000 bodily injury and property damage, with an aggregate limit of \$3,000,000 per occurrence; (ii) not less than \$3,000,000.00 umbrella liability coverage; (iii) workers compensation insurance at statutory levels; (iv) employers liability insurance, with minimum liability limits of \$1,000,000 bodily injury by accident for each accident, \$1,000,000 bodily injury by disease policy limit, and \$1,000,000 bodily injury each employee; and (v) commercial hired/non-hired automobile liability coverage with a combined single limit of not less than \$1,000,000 for each accident. The foregoing insurance coverage amounts are understood to be minimum requirements and are not intended to in any way limit any liability of Tenant under this Lease. If in the reasonable opinion of Landlord the amount of liability insurance required hereunder is not adequate, then not more frequently than once during each year of the Lease Term and any extension or renewal term, if any, Tenant shall increase said insurance coverage as reasonably required by

Landlord.

Tenant shall also obtain and keep in force during the Lease Term, at Tenant's expense, "all risk" or "special form" coverage insurance upon the property of every description and kind owned by Tenant and located in the Building or for which Tenant is legally liable or installed by or on behalf of Tenant, including without limitation, furniture, fittings, installations, Alterations, additions, partitions, fixtures and anything in the nature of leasehold improvements that are not covered as part of the Building standard leasehold improvements, such insurance to cover the full replacement cost thereof (without regard to depreciation). In the event that there shall be a dispute as to the amount which comprises the full replacement cost, the determination thereof by Landlord shall be conclusive. If Tenant shall fail to procure and maintain the insurance required hereunder, Landlord may, but shall not be required to, procure and maintain the same, and any amount so paid by Landlord for such insurance shall be Additional Rent which, together with interest thereon from the date paid, shall be due and payable by Tenant on demand.

10.3 Insurance Policies. Insurance required by Tenant hereunder shall be in companies rated A-Class VII or better in "Best's Insurance Guide" and shall also include Landlord and Landlord's property manager and asset manager for the Building as additional insured parties; provided that prior to taking possession of the Premises, Tenant shall deliver to Landlord copies of policies of such insurance or certificates evidencing the existence and amounts of such insurance with loss payable and additional insured clauses reasonably satisfactory to Landlord. No such policy shall be cancelable or subject to reduction of coverage or other modification except after ten (10) days' prior written notice to Landlord. Tenant shall, within ten (10) days prior to the expiration of such policies, furnish Landlord with renewals thereof; and in the event Tenant fails to timely provide Landlord with evidence of renewal, Landlord may, but shall not be required to, order such insurance and charge the cost thereof to Tenant, which amount, together with interest thereon, shall be Additional Rent and shall be payable by Tenant within five (5) days of receipt of written demand.

10.4 Waiver of Subrogation. Landlord and Tenant each waives any and all rights of recovery against the other and its officers, employees, agents and representatives for loss or damage to the property of the waiving party or the property of others under its control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. Upon obtaining the property insurance policies as required in this Lease, both Tenant and Landlord shall (i) give notice to their respective insurance carriers that the foregoing mutual waiver of subrogation is contained in this Lease and (ii) insure that their respective insurance policies include a waiver by the insurance carrier of all rights of subrogation against Landlord or Tenant in connection with any insured loss or damage.

10.5 Indemnification and Hold Harmless.

10.5.1 Tenant's Obligations. **TO THE EXTENT ALLOWED BY LAW, TENANT SHALL INDEMNIFY AND HOLD LANDLORD AND LANDLORD EMPLOYEES, OFFICERS, PARTNERS AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS, DAMAGES, LIABILITIES OR EXPENSES INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND COURT COSTS, ARISING OUT OF ANY CLAIMS OF ANY PERSON OR PERSONS ON ACCOUNT OF ANY OCCURRENCE IN, UPON OR AT THE PREMISES OR RESULTING FROM THE OCCUPANCY OR USE THEREOF BY TENANT OR ANY PERSON OR PERSONS HOLDING THEREUNDER, OR BY REASON OF THE MISUSE OF THE PARKING AREAS OR ANY COMMON AREAS IN THE BUILDING BY TENANT OR BY ANY PERSON OR PERSONS HOLDING OR USING ALL OR ANY PART OF THE PREMISES UNDER TENANT, INCLUDING, WITHOUT LIMITATION, TENANT'S EMPLOYEES, CONTRACTORS, SUBTENANTS, OR ASSIGNEES, LICENSEES OR CONCESSIONAIRES; AND WITHOUT LIMITING THE GENERALITY OF FOREGOING, TENANT SHALL INDEMNIFY AND HOLD LANDLORD HARMLESS FROM AND AGAINST ANY PENALTY, DAMAGE OR CHARGE INCURRED AS THE RESULT OF TENANT'S NEGLIGENCE OR ANY VIOLATION OF LAW, STATUTE, ORDINANCE, OR GOVERNMENTAL RULE, REGULATION, OR REQUIREMENT NOW OR HEREAFTER IN FORCE, BY TENANT OR ANY PERSON OR PERSON HOLDING UNDER TENANT, AND FROM ANY COST, DAMAGE OR EXPENSE ARISING OUT OF THE DEATH OR INJURY TO ANY PERSON OR PERSONS HOLDING UNDER TENANT AND USING THE PREMISES OR THE PARKING AREAS OR ANY COMMON AREAS IN THE BUILDING. LANDLORD SHALL HAVE NO RESPONSIBILITY TO PREVENT, AND SHALL NOT BE LIABLE TO TENANT FOR, LIABILITY OR LOSS TO TENANT, ITS EMPLOYEES, AGENTS, INVITEES OR LICENSEES,**

ARISING OUT OF LOSSES DUE TO THEFT, BURGLARY OR DAMAGES TO PERSONS OR PROPERTY DONE BY PERSONS GAINING ACCESS TO THE PREMISES OR THE BUILDING OR PARKING AREAS.

10.5.2 Landlord's Obligations. Landlord shall indemnify and hold Tenant and Tenant's employees, officers, partners and agents harmless from and against any and all losses, costs, damages, liabilities or expenses including, but not limited to, reasonable attorney's fees and court costs, arising out of any claims of any person or persons on account of any occurrence in, upon or at the Premises or resulting from the occupancy or use thereof by Landlord or any person or persons holding thereunder, or by reason of the misuse of the Parking Areas or any common areas in the Building by Landlord or by any person or persons holding or using all or any part of the Premises under Landlord, including, without limitation, Landlord's employees, contractors, subtenants, or assignees, licensees or concessionaires; and without limiting the generality of foregoing, Landlord shall indemnify and hold Tenant harmless from and against any penalty, damage or charge incurred as the result of Landlord's negligence or any violation of law, statute, ordinance, or governmental rule, regulation, or requirement now or hereafter in force, by Landlord or any person or persons holding under Landlord, and from any cost, damage or expense arising out of the death or injury to any person or persons holding under Landlord and using the Premises or the Parking Areas or any Common Areas in the Building. Tenant shall have no responsibility to prevent, and shall not be liable to Landlord for, liability or loss to Landlord, its employees, agents, invitees or licensees, arising out of losses due to theft, burglary or damages to persons or property done by persons gaining access to the Premises or the Building or Parking Areas.

10.5.3 Survival. EACH INDEMNITY AGREEMENT AND HOLD HARMLESS AGREEMENT CONTAINED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE.

10.6 Limitation of Landlord's Liability. Tenant hereby agrees that Landlord shall not be liable for and waives any claim in connection with any injury to Tenant's business or any loss of income, including without limitation from any relocation by Landlord of Tenant within the Building, or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, representatives, agents, invitees, customers or any other person in, on or about the Premises or Building; nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, representatives, agents, customers, or invitees, regardless of cause, unless such injury, loss of income or damage is caused by the Landlord's gross negligence or intentional acts or omissions. Landlord shall not be liable for any damages arising from any act, omission or neglect of any other tenant or occupant of the Building. Tenant hereby assumes all risk of damage to property or injury to persons in, on or about the Premises or the Building from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, excepting where said damage arises out of the gross negligence or intentional acts or omissions of Landlord.

## 11. DAMAGE OR DESTRUCTION.

11.1 Option to Terminate Lease. If either (i) more than sixty percent (60%) of the rentable area of the Premises shall be substantially damaged by fire or other casualty or (ii) the Premises or any substantial part thereof shall be damaged or destroyed by fire or other casualty to the extent that the repairs and restoration thereof can be reasonably anticipated to take longer than one hundred eighty (180) days, then, in either such instance, Landlord or Tenant may, at its option, elect to terminate this Lease by giving notice to the other within thirty (30) days after Landlord receives actual notice of such fire or other casualty; provided however that Tenant shall have no option to terminate this Lease if such damage or destruction is caused by the Tenant or Tenant's contractors, agents, representatives, employees, customers or invitees. In the event that either party gives the other timely notice of termination, the Lease Term shall expire by lapse of time upon the tenth (10<sup>th</sup>) day after such termination notice is given. Should neither party give the other timely notice of termination, then the provisions of this Lease pertaining to repair and restoration of the Building and the Premises shall apply.

11.2 Obligation to Repair or Restore. If and only if all of the following conditions are met with respect to any casualty damage to or destruction of the Premises, Landlord or Tenant may not elect to terminate the Lease as provided in this Section, but rather Landlord must repair or restore the Premises:

(a) There is no fault or neglect on the part of the Tenant, Tenant's contractors, agents, representatives, employees, customers or invitees which contributed to the damage or destruction;

(b) The damage or destruction to the Building and the Premises is less than fifty percent (50%) of the replacement cost thereof as determined by Landlord;

(c) The Landlord is either fully insured or insurance is required hereunder that would cover the casualty that caused the damage or destruction, the insurance claim has been paid, and the insurance proceeds have been made available to Landlord by the holder or holders of any mortgages or deeds of trust covering the Premises;

(d) The date of the damage or destruction is more than two (2) years prior to the Expiration Date or the expiration of any renewal or extension term; and

(e) Less than sixty percent (60%) of the total rentable area of the Building is so damaged or destroyed, as determined by Landlord, regardless of the percentage of rentable area of the Premises which may be damaged or destroyed.

11.3 Restoration. Should either (i) the termination option as provided above in this Section not apply or, if applicable, should neither party elect to timely exercise such option, or (ii) should Landlord otherwise be required to repair and restore the Premises as provided herein, then Landlord shall repair or restore the Premises to substantially the same condition as existed before such damage or destruction. Upon electing to repair or restore or being required to repair or restore pursuant to this Section, Landlord may proceed with reasonable dispatch to perform the necessary work, and the Base Rent and the Additional Rent attributable to Tenant's Proportionate Share of the Operating Expenses due for the period following the casualty shall be abated in proportion to the unusable Premises for a period commencing as of the date of the casualty damage until the repairs and restoration of the Premises are substantially complete. Landlord shall not be liable to Tenant for any delay which arises by reason of any Force Majeure as described in Section 22.17 or any other cause beyond Landlord's control, and in no event shall Landlord be liable for any loss of profits or income experienced by Tenant as a result of such casualty damage or repair and restoration work. If such repair or restoration is not substantially complete within one hundred eighty (180) days after the date it is determined that Landlord is obligated to make such repairs, then Tenant may terminate this Lease by delivering written notice to Landlord of its election to terminate at any time after the expiration of said one hundred eighty (180) day period and before Landlord's substantial completion of such repair or restoration; provided that if Tenant delivers said notice in a timely manner, this Lease shall terminate as of the date of the fire or other casualty.

11.4 Fault of Tenant. Landlord may exercise its option to repair or restore the Premises as described in this Section even if such damage or destruction is due to the fault or neglect of Tenant, Tenant's agents, representatives, employees, customers or invitees. However, in such event, (i) Landlord's election to repair or restore shall be without prejudice to any other rights and remedies of Landlord under this Lease, (ii) there shall be no apportionment or abatement of any Rent of any kind, and (iii) Landlord shall not be liable for any other loss to Tenant of any nature whatsoever. Furthermore, notwithstanding any provision hereof to the contrary, Tenant shall have no option to terminate and there shall be no abatement, apportionment or reduction in the Rent obligations of Tenant if the damage or destruction is caused by the Tenant or Tenant's contractors, agents, representatives, employees, customers or invitees.

11.5 Obligations of Tenant. Except as may otherwise be provided in this Section 11, Tenant's obligations under this Lease shall not be affected by any damage to or destruction of the Premises resulting from any cause whatsoever. Tenant hereby expressly waives any and all rights it might otherwise have under any law, regulation or statute which would act to modify the provisions of the immediately preceding sentence.

## 12. CONDEMNATION.

If the Premises are taken under any public or private power of eminent domain, or sold by Landlord under the threat of the exercise of said power (all of which is herein referred to as "condemnation"), or if any portion of the Building is so condemned so that it would not be practical, in Landlord's judgment, to continue to maintain the Building, this Lease shall terminate as of the date of the condemning authority takes title or possession, whichever occurs first. All awards for any taking of the Premises or any payment made under the threat of the exercise of power of eminent domain shall be the property of Landlord, whether made as compensation for diminution of value of the leasehold or for the taking of the fee or as severance damages. No award for any taking shall be apportioned, and

Tenant hereby assigns to Landlord any award which may be made in such taking or condemnation, together with any and all rights of Tenant now or hereafter arising in or to the same or any part thereof.

13. ASSIGNMENT AND SUBLETTING.

13.1 Landlord's Consent Required.

13.1.1 Tenant shall not voluntarily, or by operation of law, assign, transfer, mortgage, sublet or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void and shall constitute a breach of the Lease. Notwithstanding anything to the contrary contained in this Article 13, neither (i) an assignment to an entity which acquires all or substantially all of the stock or assets of Tenant, (ii) an assignment of the Premises to a transferee which is the resulting entity of a merger or consolidation of Tenant with another entity, nor (iii) an assignment or subletting of all or a portion of the Premises to an affiliate of Tenant (an entity which is controlled by, controls, or is under common control with, Tenant) (collectively, "Affiliates"), shall be deemed a Transfer under this Article 13, provided that Tenant notifies Landlord of any such assignment or sublease and promptly supplies Landlord with any documents or information reasonably requested by Landlord regarding such assignment or sublease or such affiliate (excluding any documentation regarding the economic terms of the merger or sale transaction, but including documentation regarding the assignment or subletting), and further provided that such assignment or sublease is not a subterfuge by Tenant to avoid its obligations under this Lease. "Control," as used in this Section 13.1.1, shall mean the ownership, directly or indirectly, of more than fifty percent (50%) of the voting securities of, or possession of the right to vote, in the ordinary direction of its affairs, of more than fifty percent (50%) of the voting interest in, any person or entity.

13.1.2 As a condition of obtaining Landlord's consent, Tenant shall submit to Landlord the name of the proposed assignee or subtenant, the terms and provisions of the proposed transaction, and such information as to the nature of the proposed assignee's or subtenant's business and its financial responsibility and credit-worthiness as Landlord may reasonably require, together with the effective date of the proposed transfer, which date shall be at least fifteen (15) days after the date of submission of such information to Landlord. Landlord's failure to consent to any proposed transfer under this Section shall not be deemed unreasonably withheld if: (i) the occupancy resulting from such transfer will not be consistent with Permitted Use or the general character of the business carried on by the tenants of the Building or violates any rights or options held by any other tenant of the Building; or (ii) any proposed assignee of this Lease does not, in Landlord's reasonable opinion, have the financial strength and stability to pay the Rent due or otherwise perform the obligations of this Lease; or (iii) Tenant fails to provide satisfactory guaranties from one or more owners or affiliates of the proposed assignee as reasonably requested by Landlord to provide reasonable assurance to secure the performance of the financial obligations under this Lease; or (iv) any proposed sublease does not incorporate this Lease in its entirety so as to be subject and subordinate to the terms of this Lease; or (v) any proposed sublease does not require the sublessee to attorn to Landlord at Landlord's option in the event of a default by Tenant under this Lease; or (vi) Tenant does not agree to pay to Landlord, as Additional Rent, half of all moneys or other consideration received by Tenant from its transferee in excess of the amounts owed by Tenant to Landlord under this Lease, net of any market standard leasing commissions.

13.1.3 Notwithstanding anything in this Lease to the contrary, Landlord shall have no obligation to grant consent to any transfer as defined in this Section if Tenant is in default under this Lease at the time the request for consent is made or at any time thereafter through the effective date of the transfer.

13.2 Landlord's Right to Terminate. In the event that Tenant proposes to assign this Lease or to sublet all or any portion of the Premises by submitting the information required by Section 13.1.2 of this Lease to Landlord, Landlord shall have the right, exercisable by notice in writing after receipt of the request by Tenant, to terminate this Lease as to all or any portion of the Premises; provided that Landlord shall not have any such termination right if Tenant withdraws its request to enter into such assignment or sublease within ten (10) days after being notified by Landlord that it has elected to exercise said termination right.

13.3 No Release of Tenant. Regardless of Landlord's consent, no subletting or assignment or other transfer described in Section shall release Tenant from any of the obligations under this Lease or alter the primary liability of Tenant to pay the rent and to perform all other obligations to be performed by Tenant hereunder. Consent to one assignment, subletting or other transfer shall not be deemed consent to any subsequent transfer. In the event of default by any assignee of Tenant or any successor of Tenant in the performance of any of the provisions hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against said assignee or successor. Landlord may consent to subsequent assignments, subletting, or transfers of this Lease or amendments or modifications to this Lease with assignees or successors of Tenant without notifying Tenant and without obtaining its consent thereto, and no such action by Landlord shall relieve Tenant of liability under this Lease.

13.4 Attorneys' Fees and Administrative Fees. In the event Tenant shall request the consent of Landlord to any assignment, subletting or transfer except in connection with a transfer to Affiliates, then Tenant shall pay Landlord a fee of Five Hundred Dollars (\$500.00) to defray Landlord's costs incurred in connection with such transfer.

13.5 Right to Collect Rent. The acceptance of rent by Landlord from any person other than Tenant shall not be deemed to be a waiver by Landlord of any provision of this Lease. If the Premises are sublet or occupied by anyone other than Tenant and Tenant is in default hereunder, or this Lease is assigned by Tenant, then, in any such event, Landlord may collect rent from the assignee, subtenant or occupant and apply the net amount collected to the rent reserved in this Lease, but no such collection shall be deemed a waiver of the covenant in this Lease against assignment and subletting or the acceptance of such assignee, subtenant or occupant as tenant, or a release of Tenant from further performance of the covenants contained in this Lease.

#### 14. DEFAULTS; REMEDIES.

14.1 Tenant's Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant ("Tenant Default"):

(a) The failure by Tenant to make any payment of Base Rent, Additional Rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of three (3) business days after receipt of written notice thereof from Landlord to Tenant; or

(b) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than a failure to pay Rent, where such failure shall continue after a period of thirty (30) days following receipt of written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default as reasonably determined by Landlord is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure as soon as possible within said thirty (30) day period and thereafter diligently prosecutes such cure to completion; or

(c) Either: (i) the insolvency of the Tenant or the execution by the Tenant of an assignment for the benefit of creditors, or the convening by Tenant of a meeting of its creditors, or any class thereof, for the purposes of effecting a moratorium upon or extension or composition of its debts; or the failure of the Tenant to generally pay its debts as they mature; or (ii) the filing by or for reorganization or arrangement under any law relating to bankruptcy (unless in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); or (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

#### 14.2 Landlord's Remedies.

14.2.1 In the event of a Tenant Default, Landlord shall have the right at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may otherwise have, either to terminate this Lease or to re-enter without terminating this Lease and remove all persons and property from the Premises and, at its option, to attempt to re-let the Premises or any portion thereof, using any

force as may reasonably be necessary to accomplish said purposes, all without service of notice or resort to legal process and without being deemed guilty of trespass or forcible entry or becoming liable for any loss or damage which may be occasioned thereby. In order to regain possession of the Premises and to deny Tenant access thereto, Landlord or its agent may, at the expense and liability of Tenant, alter or change any or all locks or other security devices controlling access to the Premises without posting or giving notice of any kind to Tenant, and thereafter, Landlord shall have no obligation to provide Tenant a key to any new locks installed in the Premises or grant Tenant access to the Premises. Landlord may take the actions described in this Section without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer and without incurring any liability for any damage resulting from such actions, including any liability arising under Chapter 93 of the Texas Property Code, as amended (the "TPC"), and without relinquishing Landlord's right to Rent or any other right given to Landlord hereunder or by operation of law; Tenant hereby waiving any right to claim damage for such re-entry and expulsion, including any rights granted to Tenant by Chapter 93 of the TPC.

14.2.2 Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings, or pursuant to any notice provided for by law, Landlord may make such alterations, additions, improvements and repairs as may be necessary in order to re-let the Premises, and may, at its option, attempt to re-let the Premises or any part thereof for such term or terms (which may be for a term extending beyond the Lease Term) and at such rental or rentals and upon such other terms and conditions as Landlord may determine to be advisable. Neither the re-entry nor taking possession of the Premises by Landlord nor any acts pursuant thereto shall be construed as an election by Landlord to terminate this Lease unless a written notice of such termination is given to Tenant by Landlord. No notice from Landlord under this Lease or under any applicable forcible entry and detainer or eviction statute or similar law shall constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Notwithstanding any such re-letting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

14.2.3 If Landlord shall at any time terminate this Lease due to a Tenant Default, then, in addition to any other remedies, Landlord may recover from Tenant all damages incurred by reason thereof, including the cost of recovering the Premises, reasonable attorneys fees, and an amount equal to the full amount of the Rent and such other charges as are required to be paid by Tenant under the terms of this Lease for the remainder of the stated Lease Term less the then reasonable market rental value of the Premises for the remainder of the stated Lease Term, all of which amounts shall be immediately due and payable from Tenant to Landlord; provided, however, that if the then reasonable market rental value of the Premises exceeds the value of the Rent and other charges required to be paid by Tenant under this Lease as aforesaid, Tenant shall have no right to claim any interest in all or any portion of such excess value.

14.3 Default by Landlord. Landlord shall not be in default hereunder unless Landlord fails to perform any obligation required of Landlord within thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises, specifying the manner in which Landlord has failed to perform such obligation; provided however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance as determined by Landlord, then Landlord shall not be in default if Landlord commences performance within such thirty-day period and thereafter diligently prosecutes the same to completion; and provided further that Landlord's obligation to perform any act under this Lease shall be excused for any period of time during which Landlord is prevented from performing because of any circumstance beyond Landlord's control.

14.4 Interest on Past Due Obligations. Except as may expressly be provided in this Lease to the contrary, any amount due to Landlord not paid when due shall bear interest at the lesser of either: (i) eight percent (8%) per annum; or (ii) the highest rate allowed under applicable law. Payment of such interest shall not excuse or cure any default by Tenant under this Lease.

## 15. SUBORDINATION; ATTORNTMENT.

15.1 Definitions. As used throughout this Section, the term "mortgage" shall refer to any mortgage, deed of trust or ground lease that affects the Premises, and the term "mortgagee" shall refer to the holder of any such mortgage, deed of trust, or ground lease.



15.2 Subordination. This Lease and the rights of Tenant hereunder shall be and are hereby made subject and subordinate to the provisions of any mortgage affecting the Premises, to each advance made or hereafter to be made under the same, and to all renewals, modifications, consolidations and extensions thereof and all substitutions in lieu thereof. This Section shall be self-operative and no further instrument of subordination shall be required. Upon request by Tenant, Landlord shall make commercially reasonable efforts to obtain a Subordination and Non-Disturbance Agreement from its lender.

15.3 Attornment. Tenant shall and does hereby agree to attorn to any mortgagee or successor in title and to recognize such mortgagee or successor as Landlord hereunder in the event any such person or entity succeeds to the interest of Landlord. Notwithstanding any other provision of this Lease, in the event that any mortgagee or its respective successor in title shall succeed to the interest of Landlord hereunder, the liability of such mortgagee or successor shall exist only so long as it is the owner of the Building or any interest therein or is the lessee under any ground lease.

16. NOTICES.

Except as may be otherwise expressly provided in this Lease to the contrary, whenever demand is made for any notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, such notice, demand or declaration shall be in writing and served either personally or sent either (i) by certified United States mail, return receipt requested, postage prepaid, or (ii) by a nationally recognized overnight courier service, and, in either case, addressed either to the address set forth in this Lease or to such other address as may be given by a party to the other by proper notice hereunder; provided however that once Tenant has accepted possession of the Premises, any such notice, demand or declaration directed to Tenant may be addressed to the Premises. The effective date of any notice hereunder shall be deemed to be the date of personal delivery (as evidenced by written proof of service) or the date three (3) days following the date on which the certified mail is deposited with the United States Postal Service.

17. QUIET POSSESSION; SURRENDER; HOLDOVER.

17.1 Quiet Possession. Upon Tenant paying the sums due hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire Lease Term hereof and any renewal and extension thereof, subject to all of the provisions of this Lease.

17.2 Surrender. On the Expiration Date or on any sooner termination date on which Tenant ceases to possess the Premises, Tenant shall surrender the Premises to Landlord in good and clean condition, ordinary wear and tear excepted and subject to the provisions of Sections 11 and 12.

17.3 Holdover. Should Tenant, or any of its successors in interest, hold over in possession of the Premises or any part thereof after the expiration of the Lease Term, then unless otherwise agreed in writing by Landlord, such holding over shall constitute and be construed as a tenancy-at-will only. If Tenant holds over in the Premises, Tenant shall pay Landlord a daily rental charge equal to twice the daily Rent payable during the last month of the Lease Term. Landlord's acceptance of any such holdover rental payments shall not be construed as Landlord's consent for Tenant to hold over. Tenant will indemnify Landlord against all damages, costs, liabilities and expenses, including reasonable attorneys' fees and costs, which Landlord incurs on account of Tenant's failure to vacate the Premises as required under this Lease.

18. OFAC PROVISIONS.

18.1 Tenant's Representations and Warranties. Tenant hereby represents, warrants and certifies that neither Tenant nor any of its affiliates or their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, legal representatives or agents:

- (a) is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the United States Department of the Treasury, including without limitation any person or entity named on OFAC's "Specially Designated and Blocked Persons List" ("SDN List") or under any other statute or governmental executive order (including

the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental regulations, orders or directives (any such person or entity being referred to herein as a "Blocked Person");

(b) is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any governmental executive order or the United States Treasury Department as a terrorist, a Blocked Person, or any other prohibited or banned person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by OFAC;

(c) is facilitating or executing this Lease, directly or indirectly, on behalf of any person, group, entity or nation that is among the individuals, groups, entities or nations named on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists.

18.2 Indemnity. [To the extent allowed by law,](#) Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

18.3 Release. Tenant hereby acknowledges that Landlord is legally (i) prohibited from doing business with any Blocked Person and (ii) obligated to freeze any assets of any Blocked Person which may come into Landlord's possession; and therefore, Tenant releases Landlord from any liability to Tenant for any such actions taken by Landlord in a good faith effort to comply with such legal obligations.

## 19. HAZARDOUS MATERIALS.

19.1 Definitions. The term "Hazardous Substance", as used in this Lease shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the use, storage and/or the removal of which is required, restricted, prohibited or penalized by any federal, state or local law, ordinance or other statute of a governmental or quasi-governmental authority relating to pollution or protection of the environment (collectively, "Environmental Laws").

19.2 Tenant's Obligations. Tenant hereby agrees that: (i) no activity will be conducted on the Premises that will produce any Hazardous Substance; (ii) the Premises will not be used in any manner for the storage of any Hazardous Substances, except for the storage of such materials that are used in the ordinary course of Tenant's business ("Permitted Materials") as approved in writing by Landlord, and provided such Permitted Materials are properly stored in a manner and location so as not to result in a violation of any Environmental Laws; and (iii) Tenant will not allow any conditions to exist or come into existence as a result of Tenant's actions or the conduct of Tenant's business on the Premises that constitute, or with the passage of time may constitute, a violation of any Environmental Laws.

19.3 Landlord's Inspection Rights. Landlord or Landlord's representative shall have the right, but not the obligation, to enter the Premises for the purposes of inspecting the storage, use and disposal of any Permitted Materials to ensure compliance with all Environmental Laws. Should it be determined, in Landlord's sole opinion, that any Permitted Materials are being improperly stored, used, or disposed of, then Tenant shall immediately take the appropriate corrective action within twenty-four (24) hours; and should Tenant fail to do so, Landlord shall have the right, but not the obligation, to take the appropriate corrective action and require Tenant to promptly reimburse Landlord for any and all costs associated therewith.

19.4 Indemnification. [To the extent allowed by law,](#) Tenant agrees to indemnify Landlord against and save and hold Landlord harmless from any and all claims, demands, actions, liabilities, costs, expenses, damages and obligations of any nature arising from or as a result of Tenant's use of the Premises in any manner that constitutes a violation of any Environmental Laws. The obligations of Tenant pursuant to this Section, including the indemnification of Landlord, shall survive the termination or expiration of this Lease.

## 20. LANDLORD'S LIEN AND SECURITY INTEREST.

Tenant hereby grants to Landlord a lien upon and security interest in all furniture, fixtures, equipment, inventory, merchandise and other personal property belonging to the Tenant and located in, on or about the Premises or Building

at any time while this Lease is in effect, whether such items are presently owned by Tenant or are after acquired, to secure the payment of all Base Rent, Additional Rent and other charges due and to become due under this Lease and to further secure the faithful performance of all of the other obligations of this Lease required to be performed by Tenant. Landlord's lien imposed by this Section shall be prior to any other lien on Tenant's property, except for a lien in favor of the seller or lessor of such property to secure the unpaid purchase price or lease payments. All exemption laws with respect to such personal property are hereby expressly waived by Tenant. This lien and security interest may be foreclosed in the same manner as a Financing Statement under the version of the Uniform Commercial Code enacted in the state in which the Premises are situated, or pursuant to any similar law so enacted if a version of the Uniform Commercial Code is not in effect; and the filing of this Lease in accordance with said law shall constitute full lawful notice of this lien.

## 21. MISCELLANEOUS PROVISIONS.

21.1 Estoppel Certificate. Tenant shall at any time upon not less than ten (10) days receipt of prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing ("estoppel certificate") certifying: (i) that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification, identifying the instruments of modification and certifying that this Lease, as so modified, is in full force and effect); (ii) the amount of and date to which the Base Rent, Additional Rent and other charges are paid in advance, if any; (iii) the amount of the Security Deposit, if any; (iv) the existence of any options to renew, extend or terminate or cancel the Lease Term, increase or reduce the rentable area of the Premises, or purchase any interest in the Premises or the Building; and (v) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults, if any, which are claimed. Tenant's failure to deliver such estoppel certificate during said ten-day period shall be conclusive upon Tenant that that this Lease (i) that this Lease is unmodified and in full force and effect, without modification except as may be represented by Landlord, (ii) there are no uncured defaults on the part of Landlord hereunder, and (iii) Tenant has not paid more than one month's installment of Base Rent or Additional Rent. Tenant's failure to deliver such estoppel certificate shall authorize, without need for any further action on behalf of Tenant, Landlord to execute an estoppel certificate on Tenant's behalf.

21.2 Landlord's Interest and Liability. The term "Landlord" as used herein shall mean only the owner or owners at the time in question of the fee title to the Premises. In the event of any transfer of such fee title interest, Landlord herein named (and in case of any subsequent transfers the then grantor) shall be relieved of all liability with respect to Landlord's obligations hereunder from and after the date of such transfer; provided that any funds in the hands of Landlord or the then grantor at the time of such transfer in which Tenant has an interest shall be delivered to the grantee. The obligations contained in this Lease to be performed by Landlord shall, except as aforesaid, be binding on Landlord's successors and assigns only during their respective periods of ownership. Notwithstanding any provision of this Lease to the contrary, Tenant shall look solely to Landlord's interest in the Premises for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease; and no other property or assets of Landlord or the holder of any interest therein shall be subject to levy, execution or other enforcement procedure for the satisfaction of the Tenant's remedies.

21.3 Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

21.4 Entire Agreement. This Lease contains the entire agreement and understanding between the parties hereto. There are no oral understandings, terms, or conditions between the parties hereto with respect to this Lease, the Premises or the Building, and neither party has relied upon any representations, express or implied, not contained in this Lease.

21.5 Time of The Essence. Time is of the essence in the performance by Tenant of its obligations hereunder.

21.6 Captions. Any captions contained in this Lease are not a part hereof, are for convenience of reference only, and are not to be given any substantive meaning in construing any of the provisions hereof.

21.7 Modification of Lease; Waivers. No modification of this Lease shall be binding unless such modification shall be evidenced by a written instrument signed by the parties hereto. No failure by either party to insist upon the strict performance of any agreement, term, covenant or condition hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial payment or the continuance of any such breach, shall constitute a waiver of any such breach of such agreement, term, covenant or condition or a relinquishment of the right to exercise such right or remedy.

21.8 Recording and Confidentiality. Tenant shall not record this Lease in any form in any public records, and any such recordation by Tenant shall be a breach of this Lease. Tenant shall not disclose, and shall ensure that its partners, joint venturers, members, managers, and employees do not disclose, the Base Rent and other terms of this Lease to any person or entity other than their lenders, partners, joint venturers, members, managers, employees, and professional advisors.

21.9 Cumulative Remedies. No remedy or election by Landlord hereunder shall be deemed exclusive, but shall wherever possible be cumulative with all other remedies at law or in equity to which Landlord may be entitled.

21.10 Covenants and Conditions. Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition.

21.11 Binding Effect. Subject to any provisions hereof restricting assignment, subletting or transfer by Tenant, this Lease shall bind the parties, their personal representatives, heirs, successors and assigns.

21.12 Attorneys' Fees. In the event of litigation relating to this Lease, the prevailing party shall be entitled to recover from the losing party any costs or reasonable attorneys' fees incurred by the prevailing party in connection with such litigation. If Landlord utilizes the services of an attorney in a reasonable effort to enforce any of its rights hereunder but such enforcement effort does not result in the bringing of legal action, Tenant shall immediately pay to Landlord upon demand the amount of such attorneys' fees reasonably incurred in such enforcement effort.

21.13 Merger. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of the Landlord, terminate all or any existing subleases or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subleases.

21.14 Brokers. The parties hereto acknowledge and agree that the Broker(s) named in this Lease, if any, was (were) the sole real estate broker(s) that represented the Landlord and Tenant with respect to this Lease, and Tenant and Landlord agree to indemnify, defend and hold harmless the other from claims for commission from any other brokers arising out of the execution of this Lease. Landlord shall, pursuant to a separate agreement, pay any real estate commission due the Broker(s) in connection with this Lease.

21.15 Governing Law. This lease shall be governed by and construed in accordance with the laws of the State of Texas.

21.16 No Joint Venture. Any intention to create a joint venture or partnership relationship between Landlord and Tenant is hereby expressly disclaimed.

21.17 Force Majeure. In the event that Landlord shall be delayed in the performance of any obligation hereunder as a result of strikes, lockouts, shortages of labor, fuel or materials, acts of God, legal requirements, fire or other casualty, or any other cause beyond the control of Landlord (collectively, "Force Majeure"), then the performance of such obligation shall be excused for the period of such delay, and the period for the performance of such obligation shall be extended by the number of days equivalent to the number of days of such delay. Landlord shall in no event be required to settle or compromise any strike, lockout or other labor disputes, the resolution thereof being within the sole discretion of Landlord.

21.18 Financial Records. If Landlord desires to sell, finance or refinance the Premises or the Building, or any part thereof, Tenant hereby agrees to deliver to Landlord and to any prospective purchaser or lender designated by Landlord such existing financial statements of Tenant as may be reasonably required by such prospective purchaser

or lender; provided that Landlord shall request such statements only one time in any calendar year of the Lease Term. Such financial statements may include but not be limited to the past three (3) years' financial statements of Tenant. All such financial statements shall be received and held by Landlord and any prospective purchaser or lender in confidence and shall be used only for the purposes herein set forth.

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

Exhibit A – Schematic Floor Plan of the Premises

Exhibit B – Rules and Regulations

Exhibit C – Extension Option

21.20 Counterparts; Electronic Copies. This Lease may be executed in multiple identical counterparts, each of which is deemed an original but together constitute one and the same instrument. This Lease may be executed by electronic copy, and each party has the right to rely upon an electronic counterpart of this Lease signed by the other party to the same extent as if such party had received an original counterpart.

*[The remainder of this page is intentionally blank. The signature page follows.]*

IN WITNESS WHEREOF, each of Landlord and Tenant has executed this Lease to be effective as of the Lease Date as set forth above.

LANDLORD: CCI-NORTH HWY 360, LP, a Texas limited partnership

By: CCI-North Hwy 360 GP, LLC, a Texas limited liability company  
as General Partner

By: Capital Commercial Investments, Inc.,  
as Authorized Agent

By: \_\_\_\_\_  
Michael Brigance  
Executive Vice President

Date of Landlord's Execution: \_\_\_\_\_, 2021

TENANT: INTERNATIONAL LEADERSHIP OF TEXAS, INC., a Texas corporation

By: \_\_\_\_\_

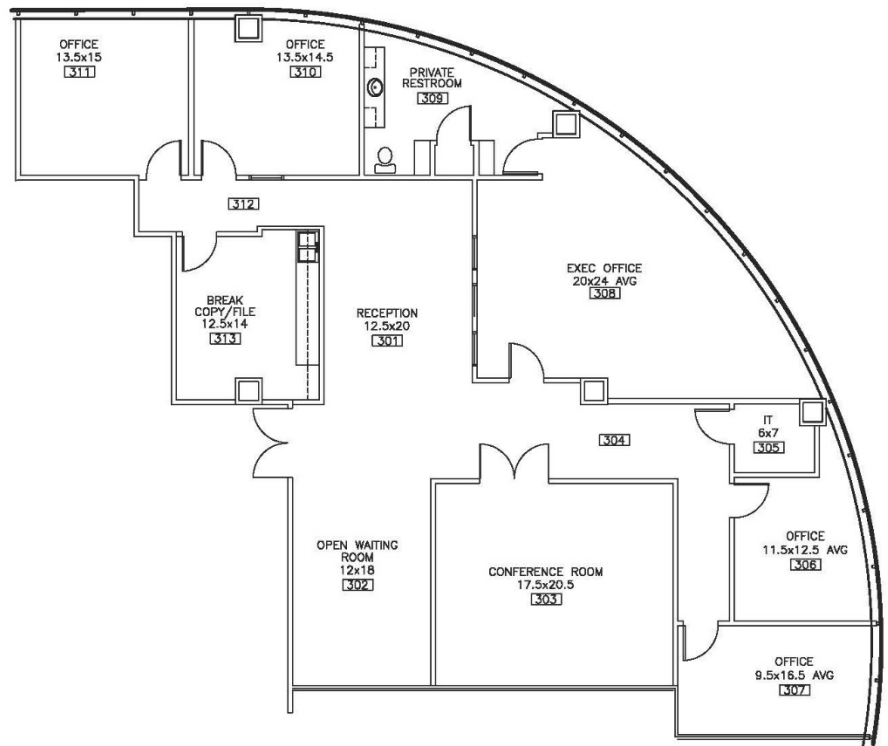
Print Name:

As Its:

Date of Tenant's Execution: \_\_\_\_\_, 2021

EXHIBIT A

SCHEMATIC FLOORPLAN OF THE PREMISES



## **EXHIBIT B**

### **LANDLORD'S RULES AND REGULATIONS**

The following rules and regulations shall apply, where applicable, to the Building and to each portion thereof:

1. Sidewalks, doorways, vestibules, halls, stairways and other similar areas shall not be obstructed by tenants or used by any tenant for any purpose other than ingress and egress to and from the premises and for going from one to another part of the Project.

2. Plumbing, fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by a tenant or such tenant's agents, employees or invitees shall be paid by such tenant and Landlord shall not in any case be responsible therefor.

3. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors or other exterior part of the Project (or be visible from any public or common area) unless they are of such color, size and style and in such places as shall be first approved in writing by Landlord. Landlord, at tenant's sole cost and expense, shall install all letters or numerals by or on doors in such tenant's leased premises which letters or numerals shall be in building standard graphics. No nails, hooks or screws shall be driven or inserted in any part of the Building outside the premises except by the Building maintenance personnel nor shall any part of the Building be defaced by tenants. No curtains or other window treatments shall be placed between the glass and the Building standard window treatments.

4. Keys to the locks on the corridor doors entering each tenant's leased premises shall be furnished by Landlord free of charge as set forth in the Lease, with any additional keys to be furnished by Landlord to each tenant, at tenant's cost. Landlord shall provide all locks for other doors in each tenant's leased premises, at the cost of such tenant, and no tenant shall place any additional lock or locks on any door in or to its leased premises without Landlord's prior written consent. All such keys shall remain the property of Landlord. Each tenant shall give to Landlord the explanation of the combination of all locks for safe, safe cabinets and vault doors, if any, in such tenant's leased premises.

5. With respect to work being performed by tenants in any leased premises with the approval of Landlord, all tenants will refer all contractors, contractors' representatives and installation technicians rendering any service to them to Landlord for Landlord's supervision, approval and control before the performance of any contractual services. This provision shall apply to all work performed in the Building including, but not limited to, installation of telephones, telegraph equipment, electrical devices and attachments, doors, entranceways, and any and all installations of every nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment and any other physical portion of the Building.

6. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by tenants of any bulky material, merchandise or materials which requires use of elevators or stairways, or movement through the Building entrances or lobby shall be restricted to such hours as Landlord shall designate. All such movements shall be under the supervision of Landlord and in the manner agreed between the tenants and Landlord by prearrangement before performance. Such pre-arrangement initiated by a tenant will include determination by Landlord, and subject to its decision and control, as to the time, method, and routing of movement and as to the limitations for safety or other concern which may prohibit any article, equipment or any other item from being brought into the Building. The tenants are to assume all risks as to the damage to articles moved and injury to persons or public engaged or not engaged in such movement, including equipment, property and personnel of Landlord if damaged or injured as a result of acts in connection with carrying out this service for a tenant from time of entering the property to completion of work; and Landlord shall not be liable for acts of any person engaged in, or any damage or loss to any of said property or persons resulting from, any act in connection with such service performed for a tenant.

7. Landlord shall have the right to prescribe the weight and position of safes and other heavy equipment or items, which shall in all cases, to distribute weight, stand on supporting devices approved by Landlord. All damages



done to the Building by the installation or removal of any property of a tenant, or done by a tenant's property while in the Building, shall be repaired at the expense of such tenant. Tenant shall bear all costs incurred by Landlord or Tenant in determining the feasibility or actual installation of any such heavy equipment.

8. A tenant shall notify the Building manager when safes or other heavy equipment are to be taken in or out of the Building and the moving shall be done under the supervision of the Building manager, after written permission from Landlord. Persons employed to move such property must be acceptable to Landlord.

9. Corridor doors, when not in use, shall be kept closed.

10. Each tenant shall cooperate with Landlord's employees in keeping its leased premises neat and clean.

11. Landlord shall be in no way responsible to the tenants, their agents, employees or invitees for any loss of property from the leased premises or public areas or for any damages to any property thereon from any cause whatsoever.

12. To ensure orderly operation of the Building, no ice, mineral or other water, towels, newspapers, etc. shall be delivered to any leased area except by persons appointed or approved by Landlord in writing.

13. Should a tenant require telegraphic, telephonic, annunciator or other communication service, Landlord will direct the electrician where and how wires are to be introduced and placed and none shall be introduced or placed except as Landlord shall direct. Except as provided in each tenant's lease, electric current shall not be used for heating or nonstandard power requirements without Landlord's prior written permission.

14. Tenant shall not make or permit any improper objectionable or unpleasant noises or odors in the Building or otherwise interfere in any way with other tenants or persons having business with them.

15. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. No birds or animals shall be brought into or kept in, on or about any tenant's leased premises.

16. No machinery of any kind shall be operated by tenant on its leased area without the prior written consent of Landlord, nor shall any tenant use or keep in the Building any inflammable or explosive fluid or substance.

17. No portion of any tenant's leased premises shall at any time be used or occupied as sleeping or lodging quarters.

18. Each tenant and its agents, employees and invitees shall park only in those areas designated by Landlord for parking by such tenant and shall not park on any public or private streets contiguous to, surrounding or in the vicinity of the Building without Landlord's prior written consent.

19. Landlord will not be responsible for lost or stolen property, money or jewelry from tenant's leased premises or public or common areas regardless of whether such loss occurs when the area is locked against entry or not.

20. The Building is a non-smoking building. Smoking is prohibited at all times within the entire Building, including all leased premises, as well as all public/common areas. This prohibition applies during business and non-business hours to restrooms, elevators, elevator lobbies, first floor lobby, stairwells, common hallways, the lunch room and any other public/common area, as well as to all areas within the Leased Premises by Tenants. Smoking is only permitted in the designated smoking area outside the Building and away from the entrances to the Building.

21. Tenant shall not allow in the Premises, on a regular basis, more than one person for each one hundred fifty (150) rentable square feet of the Premises.

**EXHIBIT C**  
**EXTENSION OPTION**

IN FURTHER CONSIDERATION OF the mutual covenants and conditions set forth in this Lease, Landlord and Tenant hereby agree that Tenant shall have the option to extend the Lease Term (this "Extension Option") for one additional term of sixty full calendar months, subject to the following conditions:

(a) This Extension Option may not be exercised by Tenant at any time that any condition exists that shall constitute a Tenant Default hereunder. Furthermore, in the event that a Tenant Default exists as of the expiration of the Lease Term, the fact that Tenant may have previously exercised this Extension Option shall in no way affect Landlord's rights and remedies with respect to such Tenant Default. This Extension Option may not be exercised by any assignee or subtenant of Tenant, notwithstanding Landlord's consent to same.

(b) In the event that Tenant elects to exercise this Extension Option, Tenant shall give Landlord written notice thereof (the "Extension Notice") not later than the date twelve (12) months prior to the Expiration Date and not earlier than fifteen (15) months prior to the Expiration Date. If Tenant should fail to give Landlord an Extension Notice on a timely basis, then this Extension Option shall be rendered null and void.

(c) Upon giving Landlord an Extension Notice, the Lease Term for the Premises shall be extended for an additional term of sixty (60) full calendar months (the "Extension Term"), subject to earlier termination as otherwise provided in this Lease. The Extension Term shall commence as of the day following the then current Expiration Date, and said Expiration Date shall then be extended to the last day of the last calendar month of the Extension Term.

(d) Subject to the foregoing provisions of this Exhibit, the remaining provisions of this Lease shall not be affected by Tenant's exercise of this Extension Option and shall continue to be applicable to Tenant's use and occupancy of the Premises during the Extension Term, except as follows: (i) upon exercising this Extension Option, Tenant shall have no further right to renew or extend the Lease Term; (ii) Landlord shall have no obligation to cause any repairs, renovations, or improvements to be made to the Premises as a consequence of Tenant having exercised this Extension Option and (iii) the Base Rent payable during the Extension Term (the "Extension Rate") shall be determined as described in paragraph (e) of this Exhibit C.

(e) Landlord shall give Tenant written notice of its determination of the Extension Rate within ten (10) business days following Landlord's receipt of an Extension Notice; provided that Tenant shall then have a period of ten (10) business days following receipt of Landlord's notice in which to give Landlord written notice of its determination of the Extension Rate. Landlord and Tenant shall then have ten (10) business days to mutually agree on the Extension Rate. If the Landlord and Tenant are able to agree to upon the Extension Rate during such ten (10) day period, then the Lease shall be extended as provided herein. If the Landlord and the Tenant are unable to so agree upon the Extension Rate within such ten (10) day period, then, within ten (10) days following the expiration of the aforesaid 10-day period, Landlord and Tenant shall each appoint a real estate broker or an independent real estate appraiser who has been a member of the Appraisal Institute of America (MAI) for at least five (5) years prior to such date and each of which has at least ten (10) years' commercial real estate appraisal (or leasing, as applicable) experience for office space in the vicinity of the Building (together, with the third Appraiser described below, herein collectively called the "Appraisers") and such Appraisers as so appointed by Landlord and Tenant shall then, within ten (10) days after the designation of the last of such two (2) Appraisers to be so designated, select an independent third Appraiser with like qualifications; provided, that Landlord and Tenant shall then each provide all three such Appraisers with the Extension Rate determined and proposed by each such party, and the aforesaid three Appraisers shall then decide, within ten (10) business days after the selection of the third Appraiser, which Extension Rate proposed by Landlord or Tenant shall be the Extension Rate. Landlord and Tenant shall each bear the cost of the respective Appraiser selected by such party pursuant hereto, and the party whose proposed Extension Rate is not selected will then pay the cost or fee of the third Appraiser selected pursuant hereto.

(f) Upon determination of the Extension Rate, Tenant shall execute and deliver an amendment to this Lease to be prepared by Landlord, reflecting (i) the Expiration Date of the Lease Term as extended by the Extension Term and (ii) all economic terms.