

INDUSTRIAL LEASE (MULTI-TENANT)

THIS INDUSTRIAL LEASE (MULTI-TENANT) (this "**Lease**") is made as of ~~May~~ ^{June} 3, 2025, by and between **ALAMO CROSSING, LLC**, a Delaware limited liability company ("**Landlord**"), and **HARRIS COUNTY** acting herein for **HARRIS COUNTY TOLL ROAD AUTHORITY**, a department of Harris County ("**Tenant**").

ARTICLE 1 – LEASE OF PREMISES**1.1. Basic Lease Provisions and Definitions.**

(a) "**Premises**": Approximately 19,882 rentable square feet commonly known as Suite 800, (shown outlined on Exhibit A attached hereto) in that certain building (the "**Building**") known as Building D, located at 7885 Northcourt Road, Houston, Texas 77040, within that certain project known as Alamo Crossing (the "**Project**"). The Building, along with those certain other buildings (the "**Other Buildings**") located at 7865, 7875 & 7909 Northcourt Road, Houston, Texas, the adjoining parking areas, if any, of the Building and the Other Buildings, and the surrounding land and air space which are the site and grounds for the Building and the Other Buildings, are part of that certain project known as Alamo Crossing (the "**Project**").

(b) "**Term**": Five (5) years and two (2) months, plus such additional days, if any, so that the last day of the Term occurs on the last day of the applicable calendar month.

(c) "**Commencement Date**": The Commencement Date shall be the Delivery Date.

(d) "**Delivery Date**": The date upon which possession of the Premises is delivered to Tenant, anticipated to occur on July 1, 2025.

(e) "**Expiration Date**": The last day of the sixty-second (62nd) full calendar month of the Term.

(f) "**Base Rent**":

Months	Annual Base Rent Per Square Foot	Monthly Base Rent	Annual Base Rent
7/1/25 – 2/28/26	\$7.95	\$13,171.83*	\$158,061.90
3/1/26 – 2/28/27	\$8.25	\$13,665.77	\$163,989.22
3/1/27 – 2/29/28	\$8.56	\$14,178.23	\$170,138.82
3/1/28 – 2/28/29	\$8.88	\$14,709.92	\$176,519.02
3/1/29 – 2/28/30	\$9.21	\$15,261.54	\$183,138.49
3/1/30 – 8/31/30	\$9.56	\$15,883.85	\$190,006.18**

*subject to abatement

**annualized amount

(i) Notwithstanding anything to the contrary contained in this Lease, provided that no uncured Event of Default under this Lease beyond any applicable notice and cure period exists and is continuing at the time of the abatement, Tenant shall be entitled to an abatement of Base Rent in the amount of \$13,171.83 per month for the first two (2) full calendar months of the Term (with each such month being referred to herein as a "**Base Rent Abatement Month**"), and the entire period being

hereinafter referred to as the “**Abated Base Rent Period**”) immediately following the Commencement Date. The total amount of Base Rent abated during all of the Base Rent Abatement Months shall equal Twenty-Six Thousand, Three Hundred Forty-Three and 66/100 (\$26,343.66) (the “**Abated Base Rent**”).

(ii) If Tenant defaults at any time during the Term and fails to cure such default within any applicable cure period under the Lease and Landlord elects to terminate this Lease and recapture the Premises as a result thereof, all unamortized Abated Base Rent shall immediately become due and payable. The payment by Tenant of the Abated Base Rent in the event of a default shall not limit or affect any of Landlord’s other rights, pursuant to this Lease or at law or in equity. During each Base Rent Abatement Month, only Base Rent shall be abated, and all other Rent and other costs and charges specified in this Lease shall remain as due and payable pursuant to the provisions of this Lease.

(g) Intentionally Omitted.

(h) “Tenant’s Proportionate Share”: 1.9%, based upon the rentable square feet of the Premises (i.e., 19,882 rentable square feet) divided by the rentable square feet of the Project (i.e., 1,047,797 rentable square feet), and subject to proportionate increase or decrease, as applicable, if Landlord, from time to time in accordance with sound property management practices, determines that the rentable square footage of the Project is more or less than the rentable square footage of the Project as stated in this Lease. Without limiting the generality of the foregoing, the parties specifically acknowledge and agree that, notwithstanding anything to the contrary contained in this Lease, for purposes of determining Tenant’s Proportionate Share, Landlord may, in its sole discretion but in accordance with sound accounting and property management practices, calculate all or any portion of Operating Costs for the Building separately from the Project, in which event Tenant’s Proportionate Share shall be Tenant’s Proportionate Share of the Building (i.e., 12.42%) with respect to such items, based upon the rentable square feet of the Premises (i.e., 19,882 rentable square feet) divided by the rentable square feet of the Building (i.e., 160,118 rentable square feet), and subject to proportionate increase or decrease, as applicable, if Landlord, from time to time in accordance with sound property management practices, determines that the rentable square footage of the Building is more or less than the rentable square footage of the Building as stated in this Lease.

(i) “Permitted Use”: General office/warehouse use.

(j) “Broker”: LPC Commercial Services, Inc., a Texas corporation, representing Landlord.

(k) Address for notices and Rent are as follows:

<u>Landlord:</u>	Alamo Crossing, LLC c/o ASB Capital Management LLC 7501 Wisconsin Avenue, Suite 1300W
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Bethesda, Maryland 20814
Attn: David Bohman

with a copy to:

ASB Capital Management LLC
7501 Wisconsin Avenue, Suite 1300W
Bethesda, Maryland 20814
Attn: Brendan Reed, Esq.

And a copy to:

ASB Capital Management LLC
7501 Wisconsin Avenue, Suite 1300W
Bethesda, Maryland 20814
Attn: General Counsel

Tenant: Harris County Toll Road Authority
7701 Wilshire Place Drive
Houston, TX 77040
Attn: Harris County Toll Road Authority, Emma Bouse
Emma.Bouse@hctra.org

(l) "Guarantor": None.

(m) "Landlord Related Parties": Landlord, its management agents, principals, members, beneficiaries, partners, officers, directors, agents, employees, consultants and contractors, and any Mortgagee(s) (as defined below).

(n) "Tenant Related Parties": Tenant, its assignees, sublessees, agents, contractors, employees or invitees.

EXHIBITS

Exhibit A – Premises

Exhibit B – Intentionally Omitted

Exhibit C – Letter of Understanding

Exhibit D-1 – Rules and Regulations

Exhibit D-2 – Signage Rules

Exhibit E – Tenant Operations Inquiry Form

Exhibit F – Vendor Documents

1.2. Lease of Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, under the terms and conditions herein, together with a non-exclusive right, in common with others, to use such areas within the Project as may be designated by Landlord from time-to-time for use in common by all tenants of the Project (collectively, the "**Common Areas**").

ARTICLE 2 – TERM AND POSSESSION

2.1. Term. The Term, Commencement Date and Expiration Date shall be as set forth in Sections 1.1(b), (c) and (d) above.

2.2. Condition of Premises.

(a) **As Is Condition.** Tenant has personally inspected the Premises and accepts the Premises in its “AS IS” condition without representation, warranty or improvement by Landlord of any kind.

(b) **Letter of Understanding.** Promptly following Landlord’s request, Tenant shall execute the Letter of Understanding in substantially the form attached hereto as **Exhibit C**. If Tenant takes possession of and occupies the Premises, Tenant shall be deemed to have accepted the Premises and that the condition of the Premises and the Project were at the time satisfactory and in conformity with the provisions of this Lease in all respects.

2.3. Surrender of the Premises. Upon the expiration or earlier termination of this Lease, Tenant shall, at its sole cost and expense, (a) surrender the Premises to Landlord in broom-clean condition and in good order, condition and repair, (b) remove from the Premises (i) Tenant’s Property (as defined below), (ii) unless Landlord requests otherwise in writing, all data and communications wiring and cabling (including, without limitation, above ceiling, below raised floors and behind walls), and (iii) any Alterations required to be removed pursuant to Section 7.3 below, and (c) repair any damage caused by any such removal and restore the Premises to in as good condition as when Tenant took possession, reasonable wear and tear excepted. Any of Tenant’s Property not so removed from the Project after the Expiration Date or earlier termination of this Lease shall be deemed abandoned and may be kept in place or removed and stored at Tenant’s expense. If Tenant fails to comply with this section, Landlord may complete such obligations, and Tenant shall reimburse Landlord for its actual and reasonable costs thereof in accordance with the Texas Prompt Payment Act.

2.4. Holding Over. If Tenant shall not immediately surrender the Premises to Landlord on the Expiration Date or earlier termination of this Lease, Tenant shall be deemed to be a month to month tenant upon all of the terms and conditions of this Lease; provided, (i) for each of the first thirty (30) days Tenant holds over, the Base Rent shall be 150% of the Base Rent payable in the last year of the Term divided by three hundred sixty-five (365), and (ii) for each day after the thirtieth (30th) day Tenant holds over, the Base Rent shall be 200% of the Base Rent payable in the last year of the Term divided by three hundred sixty-five (365) (each, “**Holdover Rent**”). The provisions of this Section 2.4 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or under Applicable Laws (as defined below). If Tenant shall hold over after the Expiration Date or earlier termination of this Lease, and Landlord shall desire to regain possession of the Premises, then Landlord may forthwith re-enter and take possession of the Premises by any legal process in force in the State of Texas.

ARTICLE 3 – RENT

3.1. Base Rent. Upon execution of this Lease, Landlord shall send Tenant an invoice for the initial installment of Rent and Tenant shall make such payment within five days. Thereafter, on or about the first day of each calendar month, Landlord will submit to Tenant an invoice for all Rent for the next calendar month. Tenant shall make payment on subsequent installments in accordance with the Texas Prompt Payment Act. Tenant shall make all payments to Landlord (or to such other party or at such

location as Landlord may from time to time specify in writing) by Electronic Fund Transfer or Automated Clearing House. Tenant shall not abate, reduce, or off-set any amounts payable except as otherwise expressly provided herein. The Base Rent for partial calendar months shall be prorated. Any discrepancy discovered in connection with the rentable square footages of the Project as stated in Sections 1.1(a) and (h) shall not be a basis for a reduction in Base Rent or Tenant's Proportionate Share of Operating Costs. Tenant shall pay and be liable for all rental, sales and use taxes (but excluding income taxes), if any, imposed upon or measured by Rent, and all taxes attributable to Tenant's Property. Any amount required to be paid by Tenant in connection with this Lease and any charges or expenses incurred by Landlord on behalf of Tenant under the terms of this Lease shall be deemed "Rent".

Landlord understands that it must become a vendor of Tenant and return the documents in Exhibit F executed by Landlord to Tenant. Landlord understands and agrees that no payment of any kind may be made by Tenant without return of these executed documents.

All invoices for amounts owed under this Lease must be sent to _____. Notwithstanding anything herein to the contrary, Tenant shall have thirty (30) days from the date an invoice is received to make payment pursuant to the Texas Prompt Payment Act.

3.2. Annual Operating Cost Adjustment Definitions.

(a) "Annual Operating Cost Adjustment" shall mean the amount of Tenant's Proportionate Share of Operating Costs for a particular calendar year.

(b) "Operating Costs" shall mean the amount of all of Landlord's costs and expenses paid or incurred in operating, repairing, replacing, managing, owning and maintaining the Project in good condition and repair for a particular calendar year, including, without limitation, the following: (i) all Real Estate Taxes (as defined below), insurance premiums and deductibles; (ii) water, sewer, electrical and other utility charges other than the separately billed electrical and other charges paid by Tenant as provided in this Lease (or other tenants in the Building); (iii) painting; (iv) stormwater discharge fees; (v) tools and supplies; (vi) repair costs; (vii) landscape maintenance costs; (viii) access patrols, security and costs of other services; (ix) license, permit and inspection fees; (x) fees, charges and other costs and expenses, including, without limitation, management fees; (xi) administrative costs and expenses (including, without limitation, for leasing, management, accounting and reporting applications (such as, by way of example only and not limitation, software and other applications) used in connection with the management or operation of the Project), consulting fees, legal fees, accounting fees, reporting fees and administrative fees of all persons engaged by Landlord or otherwise incurred in good faith by Landlord in connection with the management, operation, administration, ownership, maintenance and repair of the Project; (xii) supplies, costs, wages and related employee benefits payable for the management, administration, accounting for, maintenance, repair and operation of the Project; (xiii) maintenance, repair and replacement of the driveways, parking areas, curbs and sidewalk areas (including snow and ice removal), landscaped areas, drainage strips, sewer lines, systems, exterior walls, foundation, structural frame, roof, gutters and lighting; (xiv) maintenance and repair costs, dues, fees and assessments incurred under any covenants or charged by any business park or other owners association; and (xv) payments under any easement, license, operating agreement, declaration, restrictive covenant or instrument pertaining to the sharing of costs and expenses by the Project. The cost of any Operating Costs that are capital in nature shall be amortized over the useful life of the improvement (as reasonably determined by Landlord), and only the amortized portion applicable to any calendar year shall be included in Operating Costs for such calendar year.

(c) “Tenant’s Proportionate Share of Operating Costs” shall mean an amount equal to the product of Tenant’s Proportionate Share and the Operating Costs.

(d) “Real Estate Taxes” shall mean any form of real estate tax or assessment or service payments in lieu thereof, together with any license fee, commercial rental tax, improvement bond or other similar charge or tax (other than inheritance, personal income or estate taxes) imposed upon the Project or Common Areas, or against Landlord’s business of leasing the Project, by any authority having the power to so charge or tax, together with costs and expenses of contesting the validity or amount of the Real Estate Taxes.

3.3. Payment of Operating Costs. In addition to the Base Rent specified in this Lease, commencing as of the Commencement Date, Tenant shall pay to Landlord, in each calendar year or partial calendar year during the Term, an amount equal to the Annual Operating Cost Adjustment for such calendar year. Landlord shall estimate the Annual Operating Cost Adjustment annually and provide written notice thereof to Tenant. Tenant shall pay to Landlord each month, at the same time the Base Rent is due, an amount equal to one-twelfth (1/12) of the estimated Annual Operating Cost Adjustment. If Operating Costs increase during a calendar year, Landlord may increase the estimated Annual Operating Cost Adjustment during such year by giving Tenant written notice to that effect, and thereafter Tenant shall pay to Landlord, in each of the remaining months of such year, an amount equal to the amount of such increase in the estimated Annual Operating Cost Adjustment divided by the number of months remaining in such year. Within a reasonable time after the end of each calendar year, Landlord shall prepare and deliver to Tenant a statement showing the actual Annual Operating Cost Adjustment. Within thirty (30) days after receipt of the aforementioned statement, Tenant shall pay to Landlord, or Landlord shall credit against the next Rent payment or payments due from Tenant, as the case may be, the difference between the actual Annual Operating Cost Adjustment for the preceding calendar year and the estimated amount paid by Tenant during such year.

3.4. Late Charges. In addition to constituting a default under this Lease, if Tenant shall fail to make any payment of Rent within three (3) business days of when due, Tenant shall pay to Landlord, in accordance with the Texas Prompt Payment Act, a late charge equal to five percent (5%) of the amount overdue to reimburse Landlord for its additional administrative costs in processing such payment (provided, however, that Tenant shall be allowed one (1) late payment of Rent in each twelve (12) month period during the Term of the Lease, which late payment shall not be subject to a late charge hereunder so long as such Rent is paid within three (3) business days after receipt of written notice of said delinquency). Unless Landlord notifies Tenant otherwise, all Rent payments shall be made payable and sent to Landlord at Landlord’s Notice Address. If so directed in writing by Landlord or at the request of Tenant, Tenant shall make all payments by wire transfer, Automated Clearing House (“ACH”) or a similar electronic funds transfer system designated by Landlord. In addition, any late Rent payment shall bear interest from the date that Rent became due and payable to the date of payment by Tenant at the interest rate of nine percent (9%) per annum, provided that in no case shall such rate be higher than the highest rate permitted by Applicable Laws.

ARTICLE 4 – INTENTIONALLY OMITTED

ARTICLE 5 – USE

5.1. Use. Tenant shall use the Premises for the Permitted Use and for no other purpose without the prior written consent of Landlord, which may be withheld in Landlord’s sole and absolute discretion.

5.2. Covenants of Tenant Regarding Use.

(a) Tenant shall (i) use and maintain the Premises in a safe, careful, reputable and lawful manner without impairing the character, reputation or appearance of the Premises, (ii) comply with all covenants and other recorded documentation that now or hereafter encumber the Project and all laws, rules, regulations, orders, ordinances, directions and requirements of any governmental authority or agency, now in force or which may hereafter be in force, including, without limitation, those which shall impose upon Landlord or Tenant any duty with respect to or triggered by a change in the use or occupation of, or any improvement or alteration to, the Premises (collectively, "**Applicable Laws**"), (iii) comply with and obey all reasonable directions, rules and regulations of Landlord, including, without limitation, the Rules and Regulations attached hereto as Exhibit D-1 and made a part hereof, as may be reasonably modified from time to time by Landlord on reasonable notice to Tenant, and (iv) not allow injury to, or in any way impair the value or proper utilization of, any portion of the Project or any equipment, facilities or systems therein. Tenant shall promptly provide Landlord with copies of any notices it receives regarding any alleged violation of Applicable Laws. Tenant shall obtain, at its sole cost and expense, any governmental permits and approvals required for Tenant's intended use of the Premises; provided that the obtaining of any such permits and approvals is not a condition to any of Tenant's obligations under this Lease.

(b) Tenant shall not do or permit anything to be done in or about the Premises that will in any way cause a nuisance or constitute waste, obstruct or interfere with the rights of other tenants or occupants of the Project or injure or annoy them. Landlord shall not be responsible to Tenant for the non-performance by any other tenant or occupant of the Project of any of Landlord's directions, rules and regulations. Tenant shall not overload the floors of the Premises. All damage to the floor structure or foundation of the Project due to Tenant's improper positioning or storage of items or materials shall be repaired by Landlord at the sole expense of Tenant, who shall reimburse Landlord in accordance with the Texas Prompt Payment Act.

5.3. Landlord's Rights Regarding Use. Without limiting any of Landlord's rights specified elsewhere in this Lease, (a) Landlord shall have the right at any time, without notice to Tenant except where required by law, to control, change or otherwise alter the Common Areas in such manner as it deems necessary or proper, (b) Landlord reserves the right to change the street address and/or name of any part of the Project, (c) Landlord, its agents, employees and contractors and any mortgagee of the Project shall have the right to enter any part of the Premises at reasonable times upon reasonable notice (except in the event of an emergency where no notice shall be required) for the purposes of examining or inspecting the same (including, without limitation, testing to confirm Tenant's compliance with this Lease), showing the same to prospective purchasers, mortgagees or tenants, and making such repairs, alterations or improvements to the Premises or the Project as Landlord may deem necessary or desirable, (d) Landlord may install and maintain signs at the Project, and (e) Landlord shall have pass keys, access cards, or both, to the Premises, without cost or expense to Landlord. For the avoidance of doubt, the parties agree that (x) Landlord shall receive one (1) badge and key for Premises entry, which badge and key shall enable Landlord's entry into all portions of the Premises in the event of emergency, and (y) Landlord shall be provided with an additional badge, at Landlord's request, through Tenant's security procedures. Landlord shall incur no liability to Tenant for such entry, nor shall such entry constitute an eviction of Tenant or a termination of this Lease, or entitle Tenant to any abatement of Rent. Except in emergencies, Landlord's exercise of its rights under this Section 5.3 that would unreasonably prevent the use of a substantial portion of the Premises during operating hours will be performed on weekends or after operating hours.

5.4. Tenant Operations Inquiry Form. Prior to the date hereof, Tenant shall complete and deliver for the benefit of Landlord a "Tenant Operations Inquiry Form" in the form attached hereto as Exhibit E describing the nature of Tenant's proposed business operations at the Premises, which form is intended to, and shall be, relied upon by Landlord. From time to time during the Term (but not more often than once in any twelve month period unless Tenant is in default hereunder or unless Tenant assigns this Lease or subleases all or any portion of the Premises), Tenant shall provide an updated and current Tenant Operations Inquiry Form upon Landlord's request.

ARTICLE 6 – UTILITIES/SERVICES

(a) Tenant shall obtain in its own name and pay directly to the appropriate supplier the cost of all utilities and services serving the Premises. However, if any services or utilities are jointly metered with other property, Landlord shall make a reasonable determination of Tenant's proportionate share of the cost of such utilities and services (at rates that would have been payable if such utilities and services had been directly billed by the utilities or services providers) and Tenant shall pay such share to Landlord within fifteen (15) days after receipt of Landlord's written statement.

(b) If, by reason of (i) strike, (ii) labor troubles, (iii) governmental pre-emption in connection with a national emergency, (iv) any rule, order or regulation of any governmental agency, (v) casualty, (vi) conditions affected by, or actions taken by Landlord or others reasonably intended to assure the health, security or safety of the Building or any person in response to, war, any act of terrorism or violence (even if not directed at the Building or any occupant thereof), or other national, state or municipal emergency (whether or not officially proclaimed by any governmental authority) or (vii) any other cause beyond Landlord's control (other than lack of funds) (each, a "**Force Majeure Event**"), Landlord does not fulfill any obligation under this Lease or is unable to supply any service which Landlord is obligated to supply, this Lease and Tenant's obligation to pay Rent hereunder shall in no way be affected, impaired or excused. As Landlord shall learn of the happening of any of the foregoing conditions, Landlord shall promptly notify Tenant of such event and, if ascertainable, its estimated duration, and shall proceed promptly and diligently with the fulfillment of its obligations as soon as reasonably possible. Unless required by law, none of the Landlord Related Parties shall be liable to Tenant in damages or otherwise for the quality, quantity, failure, unavailability, discontinuance or disruption of any utility service and the same shall not: (i) constitute a termination of this Lease, nor give rise to any right of termination; (ii) constitute an actual or constructive eviction of Tenant; or (iii) entitle Tenant to an abatement of Rent or other charges (except as specifically set forth herein).

(c) This Lease and the obligations of Tenant hereunder shall in no way be affected because Landlord is unable to fulfill any of its obligations or to supply any service (e.g., to the extent Landlord is obligated to furnish the same, heat, electricity, water) by reason of any of the causes set forth in paragraph (b) above. To the extent any such service to the Premises is interrupted, Landlord shall use commercially reasonable efforts to restore service as soon as reasonably practicable and to minimize disruption of Tenant's business operations. Landlord shall have the right, without incurring any liability to Tenant, to stop any service because of accident or emergency, or for repairs, alterations or improvements, necessary or desirable in the judgment of Landlord to the Building or the Premises, until such repairs, alterations or improvements shall have been completed; provided that Landlord shall, to the extent commercially reasonable, schedule any such repairs, alterations or improvements in manner that minimizes disruption of Tenant's access to the Premises and Tenant's business operations.

(d) Notwithstanding the foregoing, if: (i) Landlord either (A) ceases to furnish any service to the Premises that is essential to the operation of Tenant's business or (B) fails to perform a repair that is an obligation of Landlord under this Lease and is essential to the operation of Tenant's business, in either case for a period in excess of five (5) consecutive business days after written notice from Tenant referencing this Lease and prominently indicating in bold and capital letters, "**FAILURE TO CURE THE DEFAULT IDENTIFIED IN THIS NOTICE WITHIN FIVE (5) BUSINESS DAYS MAY ENTITLE TENANT TO A RENT ABATEMENT UNDER THE LEASE REFERENCED HEREIN**"; (ii) such default does not arise as a result of the negligence or intentional misconduct of Tenant or its employees, agents or contractors but is due solely to Landlord's negligence or intentional misconduct; (iii) such default is not caused by a fire or other casualty (in which case Article 9 shall control); (iv) the curing of such default is reasonably within the control of Landlord; and (v) as a result of such default, the Premises or a material portion thereof, is rendered untenantable (meaning that Tenant is unable to use the Premises or such material portion in the normal course of its business) and Tenant in fact ceases to use the Premises, or a material portion thereof, then Tenant, as its sole remedy, shall be entitled to receive an abatement of any Base Rent and other Rent payable hereunder during the period beginning retroactively on the sixth (6th) consecutive business day of such default and ending on the earlier of the day when the default in question has been cured such that Tenant is reasonably able to reopen for business in the Premises (or such material portion thereof) or when Tenant reopens for business in the Premises (or such material portion thereof). In the event the entire Premises has not been rendered untenantable by such default on the part of Landlord, the amount of abatement that Tenant is entitled to receive shall be prorated based upon the percentage of the Premises so rendered untenantable that Tenant does not use. Tenant shall not be estopped from pursuing any other remedies it may be entitled to by law.

ARTICLE 7 – REPAIRS, MAINTENANCE AND ALTERATIONS

7.1. Repair and Maintenance of Project. Landlord shall make all necessary repairs, replacements and maintenance to the roof, exterior walls, foundation and structural frame of the Project and the parking and landscaped areas and other Common Areas. The cost of all such repairs, replacements and maintenance under this Section 7.1 shall be included in Operating Costs; provided however, to the extent any such repairs, replacements or maintenance are required because of the negligence, specific use, Alteration, misuse or default of Tenant, its employees, agents, contractors, customers or invitees, Landlord shall perform any such repairs, replacements or maintenance at Tenant's sole expense.

7.2. Repair and Maintenance of Premises. Tenant shall, at its own cost and expense, maintain the Premises in good condition, regularly servicing and promptly making all repairs and replacements thereto, including, without limitation, the electrical, heating and air conditioning ("HVAC"), plumbing, mechanical and other systems, plate glass, floors, windows and doors. Tenant shall maintain at all times during the Term (a) a preventative maintenance and service contract with a reputable service provider for maintenance of any HVAC system exclusively serving the Premises (the "**HVAC Contract**"), and, (b) if requested by Landlord, one or more contracts (the "**Other Contracts**") and, together with the HVAC Contract, the "**Contracts**") providing for the performance of cleaning and pest control at the Premises and the maintenance and regular repair of all non-HVAC systems exclusively serving the Premises, including, without limitation, the plumbing, sprinkler, lighting, fire detection and electrical systems. The terms of all Contracts shall be in accordance with any manufacturer's recommendations and otherwise in accordance with normal, customary and reasonable practices in the greater Houston area, and shall be in form and substance reasonably satisfactory to Landlord (including,

without limitation, the requirement that Tenant obtain commercially reasonable warranties for the foregoing systems) and with providers that are reasonably satisfactory to Landlord. Within thirty (30) days following the Commencement Date (with respect to any HVAC Contract) or thirty (30) days following Landlord's request (with respect to any Other Contract), Tenant shall procure and deliver to Landlord the HVAC Contract or the Other Contract, as applicable. Thereafter, Tenant shall provide to Landlord a copy of renewals and replacements of such Contracts no later than thirty (30) days prior to the then-applicable expiry date of the existing Contract. If Tenant fails to timely deliver to Landlord any Contract, then Landlord may contract directly with the applicable provider and charge the cost thereof back to Tenant.

7.3. Alterations.

(a) Tenant may not make any improvements or other alterations to the Premises (collectively, "**Alterations**") without first procuring the written consent of Landlord to such Alterations, which consent shall be requested by Tenant not less than thirty (30) days prior to the commencement thereof, and which consent shall not be unreasonably withheld by Landlord. Landlord may condition its consent upon, among other things, its receipt and review of complete plans and specifications for such Alterations. All Alterations, whether made with or without the consent of Landlord, shall, at the election of Landlord, either be removed by Tenant at Tenant's sole expense before the expiration or earlier termination of the Term or remain upon the Premises and be surrendered therewith without disturbance or injury at the Expiration Date or earlier termination of this Lease as the property of Landlord. If Landlord requires the removal of all or part of any Alterations, Tenant, at its expense, shall immediately repair any damage caused by such removal. If Tenant fails to remove the Alterations upon Landlord's request, then Landlord may (but shall not be obligated to), at Tenant's cost and without compensation to Tenant, remove them. In addition, Tenant shall pay to Landlord or its managing agent a fee for Landlord's administrative oversight and coordination of any Alterations equal to 4% of the hard costs of the Alterations (the "**Construction Management Fee**"). Landlord's approval of an Alteration shall not be deemed to be a representation by Landlord that the Alteration complies with Law or will not adversely affect any Building system. If any Alteration requires any change to the base Building, any Building system, or any Common Area, then such changes shall be made at Tenant's sole cost and expense and performed, at Landlord's election, either by Tenant's contractor or a contractor engaged by Landlord. Notwithstanding the foregoing, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria (a "**Cosmetic Alteration**"): (a) is of a cosmetic nature such as painting, wallpapering, hanging pictures and installing carpeting; (b) is not visible from the exterior of the Premises or Building; (c) will not affect the base Building; (d) does not require work to be performed inside the walls or above the ceiling of the Premises; (e) costs less than Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) in the aggregate within any rolling twelve (12) month period; (f) does not affect any Building systems (including but not limited to electrical, plumbing and fire/life safety systems serving the Building); and (g) does not require a permit from the building department or any other municipal department or agency of the City or County of Houston. Cosmetic Alterations shall be subject to all the other provisions of this Section 7.3 and Section 7.4 below, to the extent applicable thereto.

(b) Tenant shall construct such Alterations and perform all repairs and maintenance under this Lease. Tenant shall provide Landlord with thirty (30) days advance written notice providing Landlord with copies of plans and specifications for such Alterations and names of the contractors Tenant intends to use. Prior to commencement of construction of the alterations, Tenant shall deliver to Landlord a building permit, copy of the executed construction contract, and evidence of contractor and subcontractor's insurance for such period and in such amounts as Landlord reasonably requires. Landlord's consent to any contractor or any aspect of any Alterations, proposed repair, maintenance,

replacement or other work shall create no responsibility or liability on the part of Landlord. All work with respect to any Alterations shall be done in a good and workmanlike manner and diligently prosecuted to completion. In performing the work of any such Alterations, Tenant shall have the work performed in such manner as not to obstruct access to the Project, the Building or the Common Areas for any other tenant of the Project, and as not to obstruct the business of Landlord or other tenants in the Project, or interfere with the labor force working in the Project. Not less than fifteen (15) nor more than twenty (20) days prior to commencement of any Alterations, Tenant shall notify Landlord in writing of the work commencement date so that Landlord may post notices of non-responsibility about the Premises. To the extent permitted by applicable law, Tenant agrees to require in any contract with any contractor or sub-contractor, that the individual or entity protect, defend, indemnify and hold Landlord harmless from and against any and all claims in any way arising or resulting from or in connection with any such violation and/or disturbance.

(c) Upon completion of any Alterations, Tenant shall promptly (i) deliver to Landlord evidence of payment, contractors' affidavits and full and final waivers of all liens for labor, services or materials, (ii) deliver updated as-built plans to Landlord with respect to the Premises, to the extent the applicable Alterations included physical changes to the Premises (i.e., Alterations that are not purely cosmetic in nature), and (iii) pay the Construction Management Fee to Landlord. If Tenant makes any Alterations, Tenant agrees to require such contractor or subcontractor carry "Builder's All Risk" insurance in an amount approved by Landlord covering the construction of such Alterations, and such other insurance as Landlord may require, it being understood and agreed that all of such Alterations shall be insured by Tenant pursuant to this Lease immediately upon completion thereof. In addition, Landlord may, in its discretion, require Tenant to have said contractor or sub-contractor obtain a lien and completion bond or some alternate form of security satisfactory to Landlord in an amount sufficient to ensure the lien-free completion of such Alterations and naming Landlord a co-obligee. Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Project, the Building or the Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Tenant or the Premises under this Article 7 or otherwise, and, in case of any such lien attaching or notice of any lien, Tenant covenants and agrees to cause it to be immediately released and removed of record or Landlord, at its sole option, may immediately take all action necessary to release and remove such lien, and Tenant shall, upon demand, immediately reimburse Landlord for all costs and expenses as allowed by law relating thereto incurred by Landlord.

ARTICLE 8 – INDEMNITY AND INSURANCE

8.1. Release. All of Tenant's trade fixtures, merchandise, inventory and all other personal property in or about the Project, which is deemed to include the trade fixtures, merchandise, inventory and personal property of others located in or about the Premises or the Project at the invitation, direction or acquiescence (express or implied) of Tenant (all of which property shall be referred to herein, collectively, as "**Tenant's Property**"), shall be and remain at Tenant's sole risk. To the extent permitted by law, none of the Landlord Related Parties shall be liable for, and Tenant waives, all claims for loss or damage to Tenant's business and for loss or damage, whether to a person or to property, that is sustained by Tenant or any person claiming by, through or under Tenant resulting from any accident or occurrence in, on or about the Premises or any other part of the Project, including, without limitation, claims for loss, theft or damage resulting from: (i) any equipment or appurtenances becoming out of repair; (ii) injury occurring due to floodwater, wind or weather; (iii) any defect in or failure to properly operate, for whatever reason, any utility, improvement, system or structure in the Project; (iv) any act, omission or negligence of other tenants, licensees or any other persons or occupants of the Project or of adjoining or contiguous buildings, or of owners of adjacent or contiguous property or the public, or by operations in

the construction of any private, public or quasi-public work; or (v) any other cause of any nature, except to the extent proximately caused by the Landlord or Landlord Related Parties' gross negligence or willful misconduct. To the maximum extent permitted by law, Tenant agrees to use and occupy the Premises, and to use such other portions of the Project to which Tenant is herein given the right to use, at Tenant's own risk.

8.2. Indemnification. The Parties expressly acknowledge that the Tenant's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, along with other State law, and any provision in this Lease that purports to require indemnification by the Tenant is invalid except to the extent permitted by law. Nothing in this Agreement requires that the Tenant incur debt, assess or collect funds, or create a sinking fund.

8.3. Tenant's Insurance. Tenant is a political subdivision of the State of Texas with limited liability under the Texas Torts Claims Act. To the extent allowed by law, Tenant shall be liable to third parties damaged by any personal injury, death, or injury to or loss of property caused by a negligent or wrongful act or omission of Tenant or any invitee or contractor of Tenant. Tenant is self-insured in accordance with this limited liability. At all times commencing on and after the earlier of (i) the Delivery Date, (ii) the Commencement Date, or (iii) the date Tenant enters the Premises for any purpose, Tenant or its contractors, as applicable, shall carry and maintain, at its sole cost and expense (as applicable), such insurance as identified on Schedule 8.3 attached hereto and pursuant to the terms contained on Schedule 8.3 attached hereto.

Notwithstanding anything contained herein, Tenant may self-insure all or part of the risks covered by the insurance required to be maintained by Tenant above. "Self-insure" shall mean that Tenant is itself acting as though it were the insurance company providing the insurance required under the provisions hereof rather than placing insurance with a third-party insurer and shall pay any amounts due in lieu of insurance proceeds which would have been payable if the insurance policies had been carried, which amounts shall be treated as insurance proceeds for all purposes under this Lease. All amounts which are paid or are required to be paid and all loss or damages resulting from risks for which Tenant has elected to self-insure shall be subject to the waiver of subrogation provisions of Schedule 8.3 as to property insurance and shall not limit Tenant's indemnification obligations set forth above in Section 8.2.

ARTICLE 9 – CASUALTY

In the event of total or partial destruction of the Building or the Premises by fire or other casualty, Landlord agrees promptly to restore and repair the same; provided that Landlord's obligation with respect to the Premises shall not include any improvements made in connection with this Lease. Rent shall proportionately abate during any time that the Premises is unusable (and not used) because of any such damage. Notwithstanding the foregoing, if the Premises are (a) so destroyed that they cannot be repaired or rebuilt within two hundred ten (210) days from the date Landlord receives a reasonable estimate for such repair or rebuilding or (b) destroyed by a casualty that is not covered by the insurance required hereunder or, if covered, such insurance proceeds are not released by any mortgagee entitled thereto or are insufficient to rebuild the Building and the Premises, then, in case of a clause (a) casualty, either Landlord or Tenant may, or, in the case of a clause (b) casualty, Landlord may, upon thirty (30) days' written notice to the other party, terminate this Lease with respect to matters thereafter accruing. Tenant's right to terminate this Lease under this Article 9 shall be exercised by giving Landlord written notice of such exercise within thirty (30) days after Tenant receives notice of the estimated time for such repair or rebuilding, *time being of the essence*, and the effective date of the termination shall be the date

that is thirty (30) days after the date Landlord receives the applicable notice. Tenant's failure to timely submit a termination notice as set forth herein shall be deemed a waiver of Tenant's termination right under this Article 9 shall not be deemed a waiver of any other remedy Tenant may be entitled to by law. Notwithstanding anything herein to the contrary, in no event may Landlord terminate this Lease under this Article 9 unless and until Landlord simultaneously terminates the leases of all similarly situated tenants at the Building. Tenant waives any right under Applicable Laws inconsistent with the terms of this paragraph.

ARTICLE 10 – EMINENT DOMAIN

If all or any substantial part of the Building, Project or Common Areas shall be acquired by the exercise of eminent domain, Landlord may terminate this Lease by giving written notice to Tenant on or before the date possession thereof is so taken. If all or any part of the Premises shall be acquired by the exercise of eminent domain so that the Premises shall become impractical for Tenant to use for the Permitted Use, Tenant may terminate this Lease by giving written notice to Landlord as of the date possession thereof is so taken. All damages awarded shall belong to Landlord; provided, however, that Tenant may claim dislocation damages if such amount is not subtracted from Landlord's award.

ARTICLE 11 – ASSIGNMENT AND SUBLEASE

Tenant shall not have the right to assign, mortgage, or pledge its interest in this Lease, nor shall Tenant have the right to sublease any portion of the Premises. Any attempt by Tenant to do so shall be an immediate Event of Default.

ARTICLE 12 – TRANSFERS BY LANDLORD

12.1. Sale/Transfer of the Project. Landlord shall have the right to sell or otherwise transfer the Project at any time during the Term, subject only to the rights of Tenant hereunder; and such sale or other transfer shall operate to release Landlord from liability hereunder from and after the date of such conveyance. Should Landlord sell or otherwise transfer the Project at any time during the Term, Landlord shall notify the transferee of Tenant's vendor requirements as described in Article 3, Section 3.1.

12.2. Estoppel Certificate. Within ten (10) days following receipt of a written request from Landlord, Tenant shall execute and deliver to Landlord, without cost to Landlord, an estoppel certificate in such form as Landlord may reasonably request certifying (a) that this Lease is in full force and effect and unmodified or stating the nature of any modification, (b) the date to which rent has been paid, (c) that there are not, to Tenant's knowledge, any uncured defaults or specifying such defaults if any are claimed, and (d) any other matters or state of facts reasonably required respecting this Lease. Such estoppel may be relied upon by Landlord and by any purchaser or mortgagee of the Project.

12.3. Subordination. This Lease is subject and subordinate to all ground or underlying leases and to any mortgage(s)/deed(s) of trust that may now or hereafter affect those leases or the land and to all renewals, modifications, consolidations, replacements and extensions thereof. This subordination shall be self-operative; provided that Tenant shall execute promptly any instrument that Landlord or any mortgagee/deed of trust beneficiary (each, a "**Mortgagee**") may request confirming subordination. Before any foreclosure sale under a mortgage/deed of trust, the mortgagee/deed of trust beneficiary shall have the right to subordinate the mortgage/deed of trust to this Lease, and, in the event of a foreclosure, this Lease may continue in full force and effect and Tenant shall attorn to and recognize as its landlord

the purchaser of Landlord's interest under this Lease. Tenant shall, upon the request of a mortgagee/deed of trust beneficiary or purchaser at foreclosure, execute, acknowledge and deliver any instrument that has for its purpose and effect the subordination of the lien of any mortgage/deed of trust to this Lease or Tenant's attornment to the purchaser.

ARTICLE 13 – DEFAULT AND REMEDY

13.1. Event of Default. The occurrence of any of the following shall be an "Event of Default":

(a) Tenant fails to pay, in accordance with the Texas Prompt Payment Act, when due, any portion of Rent due hereunder (provided that it shall not be an Event of Default if Tenant makes full payment within five (5) business days after receipt of written notice of any delinquency; provided that Landlord shall not be required to provide more than one (1) such notice in any twelve (12) month period during the Term.

(b) Tenant fails to perform or observe any other term, condition, covenant or obligation required under this Lease for a period of thirty (30) days after written notice thereof from Landlord; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required to cure, then such default shall be deemed to have been cured if Tenant commences such performance as soon as reasonably possible within such thirty (30) day period and thereafter diligently completes the required action within a reasonable time.

(c) Tenant shall abandon the Premises.

(d) Tenant shall engage in a Transfer in contravention of the provisions of Article 11 of this Lease.

In addition to the defaults described above, the parties agree that if Tenant receives written notice of a violation of the performance of any (but not necessarily the same) term or condition of this Lease three (3) or more times during any twelve (12) month period, regardless of whether such violations are ultimately cured, then such conduct shall, at Landlord's option, represent a separate Event of Default.

13.2. Remedies. Upon the occurrence of an Event of Default, Landlord, at its option, without further notice or demand to Tenant except what is required by law, shall have in addition to all other rights and remedies provided in this Lease, at law or in equity, the option to pursue any one or more of the following remedies, each and all of which shall be cumulative and nonexclusive:

(a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in Rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof. To the extent that Landlord terminates this Lease pursuant to this Section 13.2(a) and, to the extent allowed by law, Landlord may recover from Tenant the following: (i) the worth at the time of award of any unpaid Rent which has been earned at the time of such termination; plus (ii) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus (iii) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could have been

reasonably avoided; plus (iv) any other amounts allowed by law and necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom. As used in Sections 13.2(a)(i) and (ii), the "worth at the time of award" shall be computed by allowing interest at the rate set forth in Section 3.4 above, but in no case greater than the maximum amount of such interest permitted by Applicable Laws. As used in Section 13.2(a)(iii), the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of Dallas at the time of award plus one percent (1%).

(b) Landlord may allow the Premises to remain unoccupied and collect Rent from Tenant as it becomes due.

(c) Landlord may pursue such other remedies as are available at law or in equity, including, without limitation, an action for specific performance requiring Tenant to perform Tenant's obligations under this Lease, and may recover from Tenant any amounts allowed by law.

13.3. Nonwaivers. Neither party's failure or delay in exercising any of its rights or remedies or other provisions of this Lease shall constitute a waiver thereof or affect its right thereafter to exercise or enforce such right or remedy or other provision. No waiver of any default shall be deemed to be a waiver of any other default. Landlord's receipt of less than the full Rent due shall not be construed to be other than a payment on account of Rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction. No act or omission by Landlord or its employees or agents during the Term shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord.

Landlord understands and agrees that Tenant is a governmental entity subject to the laws of the State of Texas, including, but not limited to, the Texas Constitution. Nothing in this Lease is to be construed as creating any personal liability on the part of any officer, director, or employee of the Tenant, and the Parties expressly agree that the execution of this Lease does not create any personal liability on the part of any officer, director, employee, or agent of Tenant. Landlord understands and agrees that no provision of this Lease extends the Tenant's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas. Neither the execution of this Lease nor any other conduct of either Party relating to this Lease shall be considered a waiver by the Tenant of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.

13.4. Landlord Default. Landlord shall be in default of this Lease if Landlord fails to perform any of its Lease obligations within 30 days after notice from Tenant specifying such failure; provided, Landlord shall not be in default as long as Landlord has promptly undertaken cure of such default within the 30-day period and thereafter continuously pursues such cure. In the event of a Landlord default, Tenant shall be entitled to all remedies available at law or in equity. For purposes of this section, the term "Landlord" means only the then-current owner of the Premises. In the event of an assignment or transfer of this Lease by Landlord, the assignor shall be released from all Landlord's obligations accruing thereafter under this Lease, and such obligations shall be binding on each new assignee for the duration of such assignee's ownership.

ARTICLE 14 – INTENTIONALLY OMITTED**ARTICLE 15 – HAZARDOUS SUBSTANCES****15.1 Reserved.**

15.2 Restriction on Hazardous Substances. Tenant shall not permit any Tenant Related Parties to use, generate, manufacture, store, transport, release, threaten release, or dispose of Hazardous Substances (other than *de minimis* amounts of customary office and cleaning supplies in compliance with Applicable Laws that relate to Hazardous Substances (for such purposes, “**Environmental Laws**”)), in, on, or about the Premises, the Building or the Project or transport Hazardous Substances from the Premises, the Building or the Project unless Tenant shall have received Landlord’s prior written consent therefor in accordance with the terms herein, which Landlord may revoke at any time, and, in any event, Tenant shall not cause or permit the release or disposal of Hazardous Substances from the Premises, the Building or the Project except in compliance with Environmental Laws. Tenant shall promptly deliver written notice to Landlord if Tenant obtains knowledge sufficient to infer that Hazardous Substances are located on the Premises, the Building or the Project that are not in compliance with Environmental Laws or if any third party, including, without limitation, any governmental agency, claims a disposal of Hazardous Substances occurred on the Premises, the Building or the Project or is being or has been released from the Premises, the Building or the Project. Tenant shall execute affidavits, representations and the like within five (5) days after Landlord’s request therefor concerning Tenant’s best knowledge and belief regarding the presence of any Hazardous Substances on, under or about the Premises or the Project. As used herein, “**Hazardous Substances**” shall mean any waste, material or substance (whether in the form of liquids, solids or gases, and whether or not airborne) that is or may be deemed to be or include a pesticide, petroleum, asbestos, polychlorinated biphenyl, radioactive material, urea formaldehyde or any other pollutant or contaminant that is or may be deemed to be hazardous, toxic, ignitable, reactive, corrosive, dangerous, harmful or injurious, or that presents a risk to public health or to the environment, and that is or becomes regulated by any Applicable Laws.

15.3 Investigation of Contamination. Upon reasonable written request of Landlord, and upon Landlord’s good faith belief that such contamination was caused by Tenant or a party acting by, through or under Tenant, through Tenant’s appropriately qualified and licensed professional engineers (who shall be subject to Landlord’s prior written approval, not to be unreasonably withheld), and at Tenant’s cost, shall thoroughly investigate suspected Hazardous Substances contamination of the Premises, the Building or the Project that could reasonably be expected to have been caused by Tenant or a party acting by, through or under Tenant, in violation of Tenant’s obligations as set forth above. Tenant, using duly licensed and insured contractors approved by Landlord, shall promptly commence and diligently complete the removal, repair, clean-up, and detoxification of any Hazardous Substances from the Premises, the Building and the Project (as may be required by any Environmental Law in any event) that were caused by Tenant or a party acting by, through or under Tenant. Tenant shall promptly provide Landlord with complete copies of all communications, permits and agreements with, from or issued by any governmental authority or agency (federal, state or local) and any private entity relating in any way to Hazardous Substances.

15.4 Landlord Consent. If Tenant contemplates utilizing Hazardous Substances (or subleasing or assigning this Lease to a subtenant or assignee who utilizes Hazardous Substances), other than *de minimis* amounts of customary office and cleaning supplies in compliance with Environmental Laws, Tenant shall obtain the prior written consent of Landlord (which may be withheld in Landlord’s sole and absolute discretion) and shall deliver to Landlord concurrently with such request for consent an

updated copy of Exhibit E identifying any such Hazardous Substance. Any such Hazardous Substance so consented to by Landlord shall (a) not create any liability on the part of Landlord or excuse Tenant from its obligations under this Article 15; (b) be used and maintained only in such quantities as are reasonably necessary for the Permitted Use, by properly certified and licensed professionals, and in strict accordance with Environmental Laws, manufacturer instructions therefor and the highest standards of the applicable industry; (c) not be disposed of, released or discharged on the Project, (d) shall be transported to and from the Premises in compliance with all Environmental Laws and as Landlord shall reasonably require; (e) be completely, properly and lawfully removed from the Premises, the Building and the Project upon the expiration or earlier termination of this Lease; and (f) not constitute a nuisance, danger or health risk to or disrupt the business of any other occupant of the Building or the Project. Landlord and its agents and employees shall have the right to enter the Premises and/or conduct appropriate tests, at Tenant's expense, for the purpose of ascertaining Tenant's compliance with all Environmental Laws. If any Environmental Law or Landlord requires that any such Hazardous Substances be disposed of separately from ordinary trash, Tenant shall make arrangements, at Tenant's expense, for such disposal directly with a qualified and licensed disposal company at a lawful disposal site and shall ensure that such disposal occurs frequently enough to prevent unnecessary storage of such substances at the Project. Landlord, at its option, and at Tenant's expense, may cause an engineer selected by Landlord, to review (i) Tenant's operations including, without limitation, materials used, generated, stored, disposed, and manufactured in Tenant's business, and (ii) Tenant's compliance with terms of this Section 15.4. Tenant shall provide the engineer with such information reasonably requested by the engineer to complete such review. The first such review may occur prior to or shortly following the commencement of the Term. Thereafter, such review shall not occur more frequently than once each year unless reasonable cause exists for some other review schedule.

ARTICLE 16 – MISCELLANEOUS

16.1. Force Majeure. Landlord and Tenant (except with respect to any payment obligation) shall be excused for the period of any delay in the performance of any obligation hereunder when such delay is occasioned by a Force Majeure Event.

16.2. Brokers. The parties hereby represent and warrant that the only real estate broker involved in the negotiation and execution of this Lease is the Broker and that no other party is entitled, as a result of the actions of the respective party, to a commission or other fee resulting from the execution of this Lease. Landlord shall pay any compensation due to the Broker pursuant to a separate written agreement with the Broker.

16.3. Notices. All notices or other communications between the parties shall be in writing and shall be deemed duly given, if delivered in person, or upon the earlier of (a) receipt, if mailed by certified or registered mail or nationally recognized overnight mail carrier such as FedEx, or (b) (i) three (3) days after certified or registered mailing, return receipt requested, postage prepaid, or (ii) one (1) business day after mailed by nationally recognized overnight mail carrier such as FedEx, in any such case addressed and sent to the parties at their addresses set forth in Section 1.1(k). Landlord and Tenant may from time to time by written notice to the other designate another address for receipt of future notices.

16.4. Partial Invalidity; Complete Agreement. If any provision of this Lease shall be held to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect. This Lease represents the entire agreement between Landlord and Tenant covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect

between the parties. No change or addition shall be made to this Lease except by a written agreement executed by Landlord and Tenant.

16.5. Financial Information. Landlord understands that Tenant is a governmental entity and its financial statements are matters of public record. Tenant publishes such statements online for viewing by all members of the public, including Landlord, on its website with a current web address of: www.harriscountytexas.gov.

16.6. Governing Law. This Lease and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of Texas. The exclusive venue for any cause of action or claim arising out of this Lease is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

16.7. Authority. Tenant is a County governmental entity as created by the Legislature under Article 9 of the Texas Constitution and its authority to sign such lease by its County Judge may be found in Article V, Section 15 of the Texas Constitution. Landlord covenants, warrants, and represents that (i) each individual executing, attesting, and/or delivering this Lease on behalf of Landlord is authorized to do so on behalf of Landlord in said capacities, (ii) Landlord is duly organized and legally existing in the state of its organization and is qualified to do business in the State of Texas, and (iii) Landlord is the fee owner of the property and has full right and authority to lease the Premises to Tenant on the terms and conditions set forth herein.

16.8. Signage. Tenant may, at its own cost and expense, erect a sign concerning the business of Tenant that shall be in good taste and keeping with the decor and other signs at the Project; provided that all signage in or about the Premises shall (i) meet such requirements as Landlord may promulgate from time to time in its sole discretion (the "**Signage Rules**"), it being acknowledged that the Signage Rules as of the date hereof are attached hereto as Exhibit D-2, (ii) be subject to Landlord's prior reasonable approval, and (iii) be in compliance with Applicable Laws and recorded restrictions applicable to the sign or the Project. Any such sign shall also be deemed an "Alteration" and, to the extent not inconsistent with this Section 16.8, subject to the terms of this Lease regarding Alterations. The location (not to be apart from the Premises), size and style of all signs shall be subject to Landlord's prior reasonable approval. Tenant agrees to, at its sole cost and expense, maintain any sign in good state of repair, and upon expiration or earlier termination of the Term, Tenant agrees to promptly remove such signs and repair any damage to the Project. Tenant shall be responsible for all of the costs and expenses associated with the creation, installation, use, maintenance, repair, replacement and removal of any sign, as necessary to keep such sign in good condition and in compliance with Applicable Laws.

16.9. Parking. Effective as of the Commencement Date, Tenant shall be entitled to the non-exclusive use of parking spaces adjacent to the Premises, as designated pursuant to this Lease Agreement. Tenant agrees not to overburden the parking facilities and agrees to cooperate with Landlord and other tenants in the use of the parking facilities. Landlord reserves the right in its absolute discretion to determine whether parking facilities are becoming crowded and, in such event, to allocate parking spaces between Tenant and other tenants. There shall be no assigned parking unless Landlord, in its sole discretion, deems such assigned parking advisable. No vehicle may be repaired or serviced in the parking area and any vehicle brought into the parking area by Tenant or any of Tenant's employees, contractors or invitees that is deemed abandoned by Landlord will be towed at Tenant's risk and without liability to Landlord, and with all costs of such towing being borne by Tenant. Tenant's parking shall be limited to vehicles no larger than standard size automobiles or pickup utility vehicles, and Tenant shall not cause large trucks or other large vehicles to be parked within the Project. All driveways, ingress and egress, and all parking spaces are for

the joint use of all tenants. In addition, Tenant agrees that its employees will not park in the spaces designated for visitor parking, or on driveways, streets, roadways, loading areas or other locations not specifically designated for parking, and acknowledges that any vehicles parked in such areas in violation of this Section 16.9 will be towed at Tenant's risk and without liability to Landlord, and with all costs of such towing being borne by Tenant.

16.10. Confidentiality. Landlord and Tenant (the "Parties") expressly acknowledge that this Lease is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 et seq., as amended (the "Act"). The Parties expressly understand and agree that the Tenant shall release any and all information necessary to comply with Texas law without the prior written consent of Landlord. It is expressly understood and agreed that the Tenant, its officers and employees may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the Tenant, whether or not the same are available to the public. It is further understood that the Tenant, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the Tenant, its officers, and employees shall have no liability or obligations to Landlord for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the Tenant in reliance on any advice, decision or opinion of the Attorney General. In the event the Tenant receives a written request for information pursuant to the Act that affects Landlord's rights, title to, or interest in any information or data or a part thereof furnished to the Tenant by Landlord under this Lease, then Tenant will promptly notify Landlord of such request. Landlord, at its own option and expense, may prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Landlord is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. Landlord is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

16.11. Other Matters. Time is of the essence of each term and provision of this Lease. The exhibits attached to this Lease are hereby incorporated herein. This Lease shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns. This Lease shall be governed in accordance with the laws of the State of Texas. The expiration of the Term, whether by lapse of time, termination or otherwise, shall not relieve either party of any obligations which accrued prior to or which may continue to accrue after the expiration or termination of this Lease. Neither this Lease, nor any memorandum, affidavit or other writing with respect thereto, shall be recorded by Tenant or by anyone acting through, under, or on behalf of Tenant. This Lease does not grant any rights to light or air over or about the Building, or to any view. Landlord and Tenant have had the opportunity to review and revise this Lease. As such, this Lease shall be construed and interpreted as the joint work product of Landlord and Tenant and/or their attorneys. The rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in any interpretation of this Lease. This Lease and all of its terms shall be construed equally as to Landlord and Tenant. To the extent allowed by law, Tenant hereby grants to Landlord a lien and security interest on all property of Tenant now or hereafter placed in or upon the Premises, and such property shall be and remain subject to such lien and security interest of Landlord for payment of all Rent. The headings to sections of this Lease are for convenient reference only and shall not be used in interpreting this Lease.

16.12. Landlord's Limitation of Liability. It is expressly understood and agreed that, to the extent allowed by law, notwithstanding anything in this Lease to the contrary, and notwithstanding any Applicable Laws to the contrary, the liability of Landlord hereunder (including any successor landlord) and any recourse by Tenant against Landlord shall be limited solely and exclusively to the interest of

Landlord in and to the Building, and neither Landlord, nor any of its constituent partners, shall have any personal liability therefor, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant. Under no circumstances shall Landlord be liable for consequential damages, including, without limitation, injury to Tenant's business or for any loss of income or profit therefrom.

16.13. Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one agreement. Delivery of an electronically executed signature page hereof by electronic transmission (including, without limitation, via emailed .pdf or DocuSign) shall specifically be deemed as effective as delivery of a manually executed signature page hereof.

16.14 Independent Covenants. This Lease shall be construed as though the covenants herein between Landlord and Tenant are independent and not dependent and Tenant hereby expressly waives the benefit of any statute to the contrary and agrees that, if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the Rent or other amounts owing hereunder against Landlord; provided, however, that the foregoing shall in no way impair the right of Tenant to commence a separate action against Landlord for any violation by Landlord of the provisions hereof so long as notice is first given to Landlord and any holder of a mortgage or deed of trust covering the Building, the Project or any portion thereof, of whose address Tenant has theretofore been notified, and an opportunity is granted to Landlord and such holder to correct such violations as provided above. Except as otherwise provided in this Lease, Tenant, upon paying the Rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder within all applicable notice and cure periods, shall have quiet possession of the Premises for the entire Term.

16.15 Sustainability. Tenant acknowledges that Landlord may, if not already in place as of the date of this Lease, implement energy, water and/or waste efficiency and other environmentally sustainable practices (collectively "**Sustainability Practices**") with respect to the operation of the Building or Project and may hereafter elect to modify the same and/or implement such additional Sustainability Practices as Landlord may determine in its sole discretion. In furtherance of the foregoing, Landlord may from time to time pursue one or more environmental sustainability monitoring and certification and/or rating programs such as ENERGY STAR, Green Globes-CIEB, LEED, BREEAM, IREM CSP, Fitwel, WELL or similar programs (each, a "**Green Building Certification**"). Tenant agrees that throughout the Term, Tenant shall reasonably cooperate with Landlord and comply with Landlord's Sustainability Practices standards for the Building or Project and/or Landlord's efforts to obtain or maintain Green Building Certification including, without limitation, matters addressing operations and maintenance, such as chemical use, indoor air quality, energy efficiency, water efficiency, water quality, wellness, health, safety, recycling programs, exterior maintenance program, transportation and occupant satisfaction surveys, sustainable procurement practices, and systems upgrades subject to Landlord's obligation to keep such information confidential pursuant to the terms and conditions of the Lease. Without limiting the generality of the foregoing, Tenant and Landlord agree that:

(a) **Sustainability Contacts.** Each of Landlord and Tenant shall designate a point of contact ("**Sustainability Contact**") to discuss sustainability and energy issues relating to the Premises, Building and Project, including but not limited to retrofit projects, billing issues, energy efficiency upgrades, and data access. As of the date of the Lease, the Sustainability Contact shall be the person and address listed next to each Party's signature to the Lease unless otherwise designated with written notice to the other Party. Landlord may provide a forum and Tenant or its Sustainability Contact shall reasonably engage

with Landlord (if so requested by Landlord) to improve the Sustainability Practices of the Premises, Building or Project.

(b) **Reporting.** To the extent Landlord is in possession of such information, Landlord shall provide to Tenant the Building's annual ENERGY STAR score. To the extent such information or date is then in Tenant's possession and control, Tenant shall provide Landlord with consumption data in a form reasonably required by Landlord (i) for any utility billed directly to Tenant and any subtenant or licensee of the Premises; and (ii) for any submetered or separately metered utility supplied to the Premises for which Landlord is not responsible for reading under the Lease. Within ten (10) days after the end of each calendar quarter Tenant shall provide Landlord with energy usage and water consumption data for the Premises for the applicable quarter, including the total usage and charges that appear on Tenant's electric, gas, water and other utility bills. Any information provided hereunder shall be held confidential except for its limited use to evidence compliance with laws and any sustainability standards.

(c) **On-Site Renewable Energy.** To the extent that the Building includes an on-site electricity generation system that uses energy sources with low and/or zero greenhouse gas emissions, and the electricity rate offered by such system is at or below the electricity rate offered by local utilities, upon Landlord's request, Tenant shall purchase electricity from such generation system pursuant to a separate power purchase agreement with Landlord.

16.16 Appropriation. Landlord understands and agrees, said understanding and agreement also being of the absolute essence of this Lease, that the total maximum compensation that Landlord may become entitled to for the sum of all sums accruing hereunder and the total maximum sum that Tenant shall become liable to pay to Landlord under the terms and provisions of this Lease, and all amendments and supplements thereto, shall not under any conditions, circumstances, or interpretations thereof exceed \$1,141,853.63. This amount represents the total maximum sum of funds certified available by the Harris County Auditor, as evidenced by the issuance of a Purchase Order by the Harris County Purchasing Agent to Landlord in this amount, for the purpose of fully satisfying and discharging any and all the Tenant's obligations and liabilities with respect to the Fixed Rental Amounts which may be incurred by the Tenant under the terms and provisions of this Lease. Landlord understands and agrees, the understanding and agreement being of the absolute essence of this Agreement, that the County will issue portions of the Limit of Appropriations contemplated herein from multiple fiscal years.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed or caused this Lease to be executed by their authorized agents as of the date first set forth above.

"LANDLORD":

ALAMO CROSSING, LLC
a Delaware limited liability company

By:



Name: David Bohman

Its: Authorized Signatory

"TENANT":

**HARRIS COUNTY acting herein for
HARRIS COUNTY TOLL ROAD AUTHORITY,
a department of HARRIS COUNTY**

By:

Name: Lina Hidalgo

Its: County Judge

Approved as to Form:

Christian D. Menefee

County Attorney

DocuSigned by:

By:



0B97D5E185374E3...
Marcy Linebarger

Senior Assistant County Attorney

25GEN0492uni

EXHIBIT A
PREMISES

ALAMO CROSSING

7885 Northcourt Rd. | Houston, TX 77040

Building D - 800



EXHIBIT B

INTENTIONALLY OMITTED

EXHIBIT C

LETTER OF UNDERSTANDING

To: [_____]

RE: Industrial Lease (Multi-Tenant) dated as of [_____] 20[____] (the "Lease"; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Lease), by and between Alamo Crossing, LLC, a Delaware limited liability company ("Landlord"), and [_____] a [_____] ("Tenant").

Ladies and Gentlemen:

The undersigned, on behalf of Tenant, certifies to Landlord as follows:

1. The Commencement Date is _____.
2. The Expiration Date is _____.
3. The Lease (including amendments or guaranty, if any) is the entire agreement between Landlord and Tenant as to the leasing of the Premises and is in full force and effect.
4. Landlord has completed the improvements designated as Landlord's obligation under the Lease, if any, and Tenant has accepted the Premises as of the Commencement Date.
5. To the best of the undersigned's knowledge, there are no uncured events of default by either Tenant or Landlord under the Lease.

IN WITNESS WHEREOF, Tenant has caused this Letter of Understanding to be executed this _____ day of _____, 20____.

"TENANT":

[_____] ,
a [_____] [_____]

By: _____

Name: _____

Its: _____

EXHIBIT D-1

RULES AND REGULATIONS

1. The sidewalks, entrances, driveways and roadways serving and adjacent to the Premises shall not be obstructed or used for any purpose other than ingress and egress. Landlord shall control the Common Areas.

2. No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises (other than Landlord standard window coverings) without Landlord's prior written approval. All electric ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent, of a quality, type, design and tube color approved by Landlord. Neither the interior nor the exterior of any windows shall be coated or otherwise sunscreened without written consent of Landlord.

3. No sign, advertisement, notice or handbill shall be exhibited, distributed, painted or affixed by any tenant on, about or from any part of the Premises, the Building or in the Common Areas including the parking area without the prior written consent of Landlord. In the event of the violation of the foregoing by any tenant, Landlord may remove or stop same without any liability, and may charge the expense incurred in such removal or stopping to tenant.

4. The sinks and toilets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the tenant who, or whose subtenants, assignees or any of their servants, employees, agents, visitors or licensees shall have caused the same.

5. No boring, cutting or stringing of wires or laying of any floor coverings shall be permitted, except with the prior written consent of Landlord and as Landlord may direct. Landlord may direct electricians as to where and how telephone or data cabling are to be introduced. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.

6. No vehicles, birds or animals of any kind (except service animals required by law) shall be brought into or kept in or about the Premises, and no cooking shall be done or permitted by any tenant on the Premises, except microwave cooking, and the preparation of coffee, tea, hot chocolate and similar items for tenants and their employees. No tenant shall cause or permit any unusual or objectionable odors to be produced in or permeate from the Premises.

7. The Premises shall not be used for manufacturing, unless such use conforms to the zoning applicable to the area, and Landlord provides written consent. No tenant shall occupy or permit any portion of the Premises to be occupied as an office for the manufacture or sale of liquor, narcotics, or tobacco in any form, or as a medical office, or as a barber or manicure shop, or a dance, exercise or music studio, or any type of school or daycare or copy, photographic or print shop or an employment bureau without the express written consent of Landlord. The Premises shall not be used for lodging or sleeping or for any immoral or illegal purpose.

8. No tenant shall make or permit to be made any unseemly, excessive or disturbing noises or disturb or interfere with occupants of this or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, phonograph, unusual noise, or in any other way. No tenant shall throw anything out of doors, windows or down the passageways.

9. No tenant, subtenant or assignee nor any of its servants, employees, agents, visitors or licensees, shall at any time bring or keep upon the Premises any flammable, combustible or explosive fluid, chemical or substance or firearm.

10. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any tenant, nor shall any changes be made to existing locks or the mechanism thereof. Each tenant must upon the termination of his tenancy, restore to Landlord all keys of doors, offices, and toilet rooms, either furnished to, or otherwise procured by, such tenant and in the event of the loss of keys so furnished, such tenant shall pay to Landlord the cost of replacing the same or of changing the lock or locks opened by such lost key if Landlord shall deem it necessary to make such changes. Landlord acknowledges that entry to the Premises shall be via use of entry badges.

11. No tenant shall overload the floors of the Premises. All damage to the floor, structure or foundation of the Building due to improper positioning or storage items or materials shall be repaired by Landlord at the sole cost and expense of tenant, who shall reimburse Landlord immediately therefor upon demand.

12. Each tenant shall be responsible for all persons entering the Building at tenant's invitation, express or implied. Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of an invasion, mob riot, public excitement or other circumstances rendering such action advisable in Landlord's opinion, Landlord reserves the right without any abatement of rent to require all persons to vacate the Building and to prevent access to the Building during the continuance of the same for the safety of the tenants and the protection of the Building and the property in the Building.

13. Canvassing, soliciting and peddling in the Project are prohibited, and each tenant shall report and otherwise cooperate to prevent the same.

14. All equipment of any electrical or mechanical nature shall be placed by tenant in the Premises in settings that will, to the maximum extent possible, absorb or prevent any vibration, noise and annoyance.

15. There shall not be used in any space, either by any tenant or others, any hand trucks except those equipped with rubber tires and rubber side guards.

16. The scheduling of tenant move-ins shall be subject to the reasonable discretion of Landlord and scheduled in such a manner so as to minimize any interference with operations at the Project.

17. The Building is a smoke-free Building. Smoking is strictly prohibited within the Building. Smoking shall only be allowed in areas designated as a smoking area by Landlord. Tenant and its employees, representatives, contractors or invitees shall not smoke within the Building or throw cigar or cigarette butts or other substances or litter of any kind in or about the Project, except in receptacles for that purpose. Landlord may, at its sole discretion, impose a charge against monthly rent of \$50.00 per violation by tenant or any of its employees, representatives, contractors or invitees, of this smoking policy.

18. Tenants will ensure that all doors are securely locked before leaving the Building.

19. Tenant, its employees, customers, invitees and guests shall, when using the parking facilities in and around the Project, observe and obey all signs regarding fire lanes and no-parking and

driving speed zones and designated handicapped and visitor spaces, and when parking always park between the designated lines. Landlord reserves the right to tow away, at the expense of the owner, any vehicle which is improperly parked or parked in a no-parking zone or in a designated handicapped area, and any vehicle which is left in any parking lot in violation of the foregoing regulation. All vehicles shall be parked at the sole risk of the owner, and Landlord assumes no responsibility for any damage to or loss of vehicles.

20. Tenant shall be responsible for and cause the proper disposal of medical waste, including hypodermic needles, created by its employees.

21. No outside storage is permitted including, without limitation, the storage of trucks (unless a truck court is made available by Landlord for such purposes) and other vehicles.

22. No tenant shall be allowed to conduct an auction from the Premises without the prior written consent of Landlord.

Landlord desires to maintain the highest standard of dignity and good taste consistent with comfort and convenience for tenants. Any action or condition not meeting this high standard should be reported by Tenant directly to Landlord.

EXHIBIT D-2

SIGNAGE RULES AND REGULATIONS

1. TENANT'S RESPONSIBILITIES:

- a. Tenant shall pay for and obtain all City permits and/or licenses. All signs and their installation must comply with all City Incent Building codes. The City sign ordinance should be consulted for any items not covered in this criteria.
- b. The Tenant's sign contractor shall be responsible for the fulfillment of all requirements and specifications completing the installation in a workmanlike manner, cleanup, patching and painting all surfaces damaged by them.
- c. The Tenant is responsible for the sign fabrication, installation, cost and maintenance in its entirety.

2. LOCATION AND SIZE:

Sign shall be located above tenant entryway as illustrated on Exhibit C-1 (attached). A maximum of one (1) sign will be permitted per Tenant, limited to one (1) row of copy, with maximum letter height of eighteen inches (18") and a minimum height of nine inches (9"). The maximum length of the sign will not exceed eighteen feet (18') or 70% of store frontage, whichever is less.

3. COPY AND LOGO:

The "copy and logo" criteria for each sign shall be evaluated by Landlord on an individual basis.

- a. Tenants shall display only their established trade names.
- b. The copy (letter type) and logos for all tenants must be submitted to and approved by Landlord.
- c. Universal 65 upper case copy will be used when tenant does not have an established logo or letter type.

4. COLOR SELECTION:

Letter color selection shall be established colors related to trade names or one of five project colors, as specified on Exhibit C-1. All colors shall have a semigloss finish and will be subject to Landlord's approval.

5. CONSTRUCTION:

All building signs shall be nine inch (9") thick, 2.1 density closed cell foam consisting of extruded polystyrene with integral surface skins. The signs will be mounted flush to wall face with clear construction silicone sealant.

6. APPROVALS:

Tenant must obtain prior written approval from Landlord of sign shop drawings and color samples prior to submittal to the City. The drawings shall address the criteria listed in this exhibit. Tenant shall submit a minimum of four (4) shop drawings, a color sample, and a sample of the form to Landlord. Two (2) drawings will be returned with an approval and/or comments within a reasonable period of time. Once Tenant has Landlord approval, Tenant may submit drawings to the City for permits. Permits should be obtained prior to initiating manufacture.

7. REMEDIES:

If Tenant's sign violates any of the above criteria, Landlord shall request Tenant to remove the sign. Failure of Tenant to remove sign and repair wall to its original condition within five days will allow Landlord to remove the sign and repair wall at Tenant's expense.

LANDLORD'S INITIALS _____

TENANT'S INITIALS _____

EXHIBIT E

TENANT OPERATIONS INQUIRY FORM

1. Name of Company/Contact:
2. Address/Phone:
3. Provide a brief description of your business and operations:
4. Will you be required to make filings and notices or obtain permits as required by Federal and/or State regulations for the operations at the proposed facility? Specifically:

a. SARA Title III Section 312 (Tier II) reports

(> 10,000lbs. of hazardous materials STORED at any one time)

YES NO

b. SARA Title III Section 313 (Tier III) Form R reports

(> 10,000lbs. of hazardous materials USED per year)

YES NO

c. NPDES or SPDES Stormwater Discharge permit

(answer “No” if “No-Exposure Certification” filed)

YES NO

d. EPA Hazardous Waste Generator ID Number

YES NO
5. Provide a list of chemicals and wastes that will be used and/or generated at the proposed location. Routine office and cleaning supplies are not included. Make additional copies if required.

Chemical/Waste	Approximate Annual Quantity Used or Generated	Storage Container(s) (i.e. Drums, Cartons, Totes, Bags, ASTs, USTs, etc.)

EXHIBIT F

VENDOR DOCUMENTS

[see attached]

Schedule 8.3

Insurance

SECTION 1.1 TENANT's INSURANCE. Tenant shall continuously maintain at its cost and furnish Landlord certificates evidencing the existence of the following insurance policies with limits not less than specified below or required by law, whichever is greater:

A. **Commercial General Liability Insurance** (most recent form – CG 0001) including but limited to contractual liability, premises and operations, independent contractors protective, products/completed operations, personal/advertising injury, cross liability, severability of interests, incidental medical, host liquor, blanket additional insureds - \$1,000,000 per occurrence and a \$2,000,000 general aggregate - per location.

B. **"All risk" (special causes of loss) insurance** for Tenant's work, alterations, improvements and betterments and all other Leasehold Improvements (whether paid for by Landlord or Tenant), and Tenant's Property, including: clean up, remediation and repair of all such property identified in the foregoing and within the interior space of the Leased Premises including Loss Payee status for Landlord; time element (loss of income/extra expense for twelve months); 100% replacement cost of the owned property on site; agreed amount provision waiving the coinsurance requirement; flood / sewer back-up coverage with a limit equal to the replacement cost of the personal property on site; Earthquake equal to the replacement cost of the personal property on site; and terrorism coverage. If at any time this Lease is cancelled or terminated by either party as herein permitted following any casualty loss which Tenant has self-insured in whole or in part (an "uninsured loss") and Landlord would have been entitled to receive and retain the insurance proceeds payable because of such casualty if the uninsured loss had been covered by insurance, then Tenant shall promptly pay to Landlord an amount equal to the insurance proceeds that would have been payable with respect to the uninsured loss if Tenant had carried insurance in the form and amount required by the terms of this Lease rather than self-insuring such loss.

C. **Business interruption insurance** equal to projected gross revenue less non-continuing expenses for a period of twelve (12) months.

D. **Worker's compensation insurance** at statutory limits in the state in which the Property is located.

E. **Employers' liability insurance** with limits of liability not less than One Million Dollars (\$1,000,000) or such other higher limits imposed in accordance with the requirements, if any, of the laws of the state where the Property is located.

F. **Business automobile liability insurance** owned, hired and non-owned auto coverage \$1,000,000 combined single limit.

G. **Umbrella/excess liability coverage** with limits of not less than Five Million Dollars (\$5,000,000) per occurrence, excess of Employer's Liability, Commercial General Liability and Auto Liability – applicable on a follow form/excess basis at a minimum.

H. **Equipment breakdown coverage** if Tenant is required to maintain the HVAC system.

Tenant shall also maintain insurance against such other hazards as may from time to time reasonably be required by Landlord, provided that such insurance is customarily carried in the area in which the Premises are located on property similar to the Building and that Tenant receives written notice specifying all such additional insurance as may be required.

SECTION 1.2 TENANT'S CONTRACTOR'S INSURANCE. Before any alterations, additions, improvements or construction are undertaken, Tenant shall carry and maintain, at its expense, or Tenant shall require any contractor performing work on the Leased Premises or entering the site otherwise continuously to carry and maintain, insurance coverage, at the contractor's or subcontractor's sole cost and expense, in the following minimum amounts:

A. **Commercial General Liability Insurance** written on CG 0001 (or similar but no more restrictive than the most recent edition) and apply to claims arising out the work performed by the applicable contractor or otherwise out of the applicable contract documents including premises and operations, subcontractors, contractual liability (including assumed liability for personal injury and advertising injury and for bodily injury to contractor's employees), so called broad form property damage, underground, collapse and explosion hazards, products, completed operations and accidental pollution liability. Applicable limits shall be \$1,000,000 per occurrence, \$2,000,000 products/completed operations and \$2,000,000 general aggregate (per location/per project). Defense expenses shall be in addition to the limit of liability and coverage will apply on an occurrence basis. Such policy shall be maintained for a minimum of two years following completion of the work described in the contract.

B. **Worker's compensation insurance** at statutory limits in the state in which the Property is located.

C. **Employers' liability insurance** with limits of liability not less than One Million Dollars (\$1,000,000) or such other higher limits imposed in accordance with the requirements, if any, of the laws of the state where the Property is located.

D. **Business automobile liability insurance** including hired and non-owned auto coverage \$1,000,000 combined single limit.

E. **Umbrella/excess liability coverage** with limits of not less than \$5,000,000 with coverages outlined in A-D above scheduled as underlying insurance subject to, as a minimum, excess and follow form protection.

Each policy above in the contractor's and subcontractor's insurance program (other than workers compensation) shall name the following as additional insureds: Landlord, Landlord's managing agent, Tenant and all entities and individuals that have any type of direct or indirect affiliation with or interest in Landlord: Landlord's property manager for the Property; any holders of indebtedness secured by the Property; other entities or individuals Landlord may designate from time to time to; and, with respect to each of the foregoing, its managers, members, partners, officers, directors, employees, agents, successors, and assigns – collectively known as the "Additional Insureds". Acceptable general liability forms for the contractor are CG2026 1185 or a combination of CG2026 0704 AND CG2040 1219. Acceptable forms for the subcontractors are CG2026 1185 or a combination of CG2038 0413 AND CG2040 1219. Form CA 20 48 0797 is acceptable for use on the auto policy. Acceptable endorsements will grant additional insured protection in the absence of privity and not be limited by the terms of this agreement, nor the limits of insurance required within this Lease. Contractor's and subcontractor's insurance coverages above will be primary and noncontributory with respect to the insurance described above. The contractor's and each subcontractor's respective insurance carriers shall waive all rights of subrogation against Landlord, authorized agent, Tenant and Additional Insureds with respect to losses payable under such policies. Additional Insured status shall apply to each party as if each were named in the Contract and the Contractors policy shall not contain any cross-liability exclusions.

If the work to be performed is hazardous, higher amounts of insurance may be required by Landlord. The minimum limits, terms and conditions set forth herein will not be construed as a limitation of Landlord's or Manager's rights under any insurance policy and no insurance policy maintained by Contractor or any subcontractors, of any tier, shall be endorsed to include any such limitation.

Tenant's contractors and subcontractors shall also maintain insurance against such other hazards as may from time to time reasonably be required by Landlord, Landlord's managing agent or Tenant, provided that such insurance is customarily carried in the area in which the Premises are located on property similar to the Building and that Tenant receives written notice specifying all such additional insurance as may be required.

Deductibles and self-insured retentions under the Tenant's contractor's or subcontractor's insurance policies shall not exceed Ten Thousand Dollars (\$10,000) per accident, occurrence or claim without prior written approval from Landlord. Deductibles and self-insured retentions (SIRs) shall be the sole responsibility of the applicable contractor or the first named insured of the applicable policy or policies without contribution by Landlord or Landlord's managing agent.

SECTION 1.3. POLICY REQUIREMENTS

A. Any company writing any insurance which Tenant or Tenant's Contractor is required to maintain or cause to be maintained pursuant to Sections 1.1 and 1.2 of this Schedule 8.3 (all such insurance, as well as any other insurance carried by Tenant with regard to the Leased Premises, shall be referred to as "**Tenant's Insurance**") shall at all times be a company with at least an A.M. Best's ratings of A- (Financial Strength) and VII (Financial Size Category) and be allowed to do business in the State in which the Leased Premises are located. The form of such Tenant's Insurance shall be subject to Landlord's approval (which approval shall not be unreasonably withheld). Tenant's Insurance may be carried under a blanket policy covering the Leased Premises and any other of Tenant's locations; provided however, that such blanket insurance policy provides, on a per occurrence basis, that a loss that relates to any other location does not impair or reduce the level of protection available for the Leased Premises below the amount required by this Lease.

B. Upon execution of the Lease or prior to the commencement of work, certificates of insurance and additional insured endorsements shall be provided to either Landlord, authorized agent or Tenant evidencing coverage as required above. Prior to expiration of any applicable policy, updated certificates and required endorsements must be furnished to Landlord or Landlord's managing agent.

C. The certificate shall contain an endorsement that Landlord will be given at least thirty (30) days prior written notice of cancellation of or any material change in the policy. The respective insurance carriers shall waive all rights of subrogation against Landlord, Landlord's managing agent all applicable additional insureds with respect to losses payable under such policies. Landlord, Landlord's managing agent, and all entities and individuals that have any type of direct or indirect affiliation with our interest in Landlord: Landlord's property manager for the Property; any holders of indebtedness secured by the Property; other entities or individuals Landlord may designate from time to time to; and, with respect to each of the foregoing, its managers, members, partners, officers, directors, employees, agents, successors, and assigns shall be named as an additional insured on a primary and non-contributory basis under the Commercial General Liability (Form CG2026), Business Auto Liability (Form CA 2048) and Umbrella/Excess Liability (follow form/excess) insurance. Acceptable endorsements will not be limited by the terms of this agreement, nor the limits of insurance required within this contract/agreement. Evidence of additional insured status must be provided in the form of an endorsement to the appropriate policies, or if requested by Landlord, certified copies of all policies

evidencing the required coverages. All certificates must be submitted upon execution of this Lease and prior to any renewal date. The minimum limits, terms and conditions set forth herein will not be construed as a limitation of Landlord rights under any insurance policy and no insurance policy maintained by Tenant shall be endorsed to include any such limitation. The limits of Tenant's Insurance shall in no event limit Tenant's liability under this Lease, at law or in equity. If Tenant fails to perform its obligations under this **Schedule 8.3**, then Landlord may, but shall not be required to, perform any such obligations on behalf of Tenant and add the cost of the same as Additional Rent, payable within thirty (30) days of demand. Deductibles for Tenant's Insurance shall not exceed \$10,000.00 without Landlord's written consent. Tenant's insurance carriers shall waive all rights of subrogation against Landlord with respect to losses payable under such policies.

D. Any required insurance may be in the form of blanket coverage, so long as such blanket policy does not reduce the limits nor diminish the coverage required herein and otherwise complies with the terms of this lease. Tenant shall have the right to satisfy its insurance obligations hereunder by means of self-insurance to the extent of all or part of the required insurance, but only so long as; (a) Tenant (or affiliate thereof providing the self-insurance) shall have a net worth of at least \$100,000,000 and (b) such self-insurance provides for loss reserves which are actuarially derived in accordance with generally accepted standards of the insurance industry and accrued (i.e. charged against earnings) or otherwise funded. Any deductible in excess of \$10,000 shall be deemed to be self-insurance. Subject to the terms of this lease, Tenant agrees to pay the amount of any deductible or self-insurance provided under any insurance which Tenant is required to maintain hereunder.

SECTION 1.4. INCREASE IN INSURANCE PREMIUMS. Neither Tenant nor any of the other Tenant Related Parties shall do or fail to do anything which will (i) violate the terms of or increase the rate of, any of Landlord's insurance policies; (ii) prevent Landlord from obtaining such policies of insurance acceptable to Landlord or any Mortgagee; or (iii) contravene the rules, regulations and recommendations of Landlord's insurance companies, the Fire Insurance Rating Organization or any similar body having jurisdiction over the Leased Premises or the National Board of Fire Underwriters or any similar body exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions. In the event of the occurrence of any of the events set forth in this Section 1.4, Tenant shall pay Landlord upon demand, as Additional Rent, the cost of the amount of any increase in any such insurance premium.

SECTION 1.5 MUTUAL WAIVERS. Landlord and Tenant release each other from any liability for loss or damage by fire or other casualty covered by a standard form of property insurance, whether or not the loss or damage resulted from the negligence of the other party, its agents or employees. Each party will obtain policies of insurance providing that this release will not adversely affect the rights of the insureds under the policies.



Certificate Of Completion

Envelope Id: 34D8E1DA-00A6-4DBF-BE57-C4AED437D441
 Subject: Complete with Docusign: ASB - HCTRA Industrial Lease (Alamo Crossing).doc
 Source Envelope:
 Document Pages: 72
 Certificate Pages: 2
 AutoNav: Enabled
 Envelope Id Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
 Melissa Luis
 1860 Michael Faraday Drive Suite 100
 Reston, VA 08873
 melissa.luis@hctra.org
 IP Address: 74.124.51.3

Record Tracking

Status: Original
 5/29/2025 3:18:04 PM
 Security Appliance Status: Connected
 Storage Appliance Status: Connected

Holder: Melissa Luis
 melissa.luis@hctra.org
 Pool: StateLocal
 Pool: Harris County Toll Road Authority

Location: DocuSign

Location: Docusign

Signer Events

David Bohman
 dbohman@asbrealstate.com
 Authorized Signatory
 Security Level: Email, Account Authentication
 (None)

Signature

**Uploaded paper with hand
signature**

Signature Adoption: Signed on Paper
 Using IP Address: 131.239.200.12


Timestamp

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 Signed: 6/3/2025 3:05:04 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Marcy Linebarger
 Marcy.Linebarger@hctra.org
 Assistant County Attorney
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 0097D5E185374E3

Signature Adoption: Pre-selected Style
 Using IP Address: 74.124.51.3

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 Signed: 6/3/2025 5:00:12 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Martha Edgerton
 martha.edgerton@hctra.org
 Administrative Business Analyst
 Harris County Toll Road Authority
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 6/3/2025 5:00:14 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Carbon Copy Events	Status	Timestamp
Emma Bouse Emma.Bouse@hctra.org Facilities Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign	COPIED	Sent: 6/3/2025 5:00:15 PM
Jason Cowart Jason.Cowart@hctra.org Mapping and Graphics Manager Harris County Toll Road Authority Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign	COPIED	Sent: 6/3/2025 5:00:15 PM
Amanda Berman amanda.berman@hctra.org Executive Assistant N/A Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign	COPIED	Sent: 6/3/2025 5:00:16 PM Viewed: 6/3/2025 5:00:42 PM
Nancy Chamroeun nancy.chamroeun@hctra.org Thania D. Gonzalez Harris County Toll Road Authority Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign	COPIED	Sent: 6/3/2025 5:00:16 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/29/2025 3:20:19 PM
Certified Delivered	Security Checked	6/3/2025 4:59:43 PM
Signing Complete	Security Checked	6/3/2025 5:00:12 PM
Completed	Security Checked	6/3/2025 5:00:16 PM
Payment Events	Status	Timestamps

