

LEASE AGREEMENT

NORTHWEST CROSSING

BY AND BETWEEN

**NW CROSSING MANAGEMENT, LLC, f/b/o Tenant-in-Common
Owners of Northwest Crossing III**

(“LANDLORD”)

AND

HARRIS COUNTY

acting herein for

HARRIS COUNTY TOLL ROAD AUTHORITY

(“TENANT”)

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LEASE AGREEMENT

Office Building

This Lease Agreement (this “**Lease Agreement**”) is made and entered into as of the date set forth on the signature page between NW Crossing Management, LLC, a Texas limited liability company, f/b/o RS NWC LLC and 290 Office Ventures, LP jointly and severally, as tenants in common of Northwest Crossing III, hereinafter referred to as “**Landlord**”, and Harris County, acting herein for the Harris County Toll Road Authority (HCTRA), hereinafter referred to as “**Tenant**” or “**County**” (collectively, Landlord and Tenant may herein at times be referred to as the “**Parties**”):

WITNESSETH:

SEC. 1. LEASED PREMISES: In consideration of the mutual covenants as set forth herein, Landlord and Tenant hereby agree as follows:

A. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord for the rental and on the terms and conditions hereinafter set forth approximately 14,633 square feet of Net Rentable Area on the 6th floor as indicated on the floor plan attached hereto as Exhibit A and known as Suite 650 (the “**Leased Premises**”) in the office building located at 13105 Northwest Freeway, Houston, Harris County, Texas 77040 (the “**Building**”) and situated on that certain tract or parcel of land more particularly described by metes and bounds on Exhibit B attached hereto and made a part hereof for all purposes (the “**Land**”). Subject to Section 9.B below, Landlord hereby grants Tenant, its employees, invitees and other visitors, a nonexclusive license for the Term of this Lease Agreement and all extensions and renewals thereof to use, for the purpose of ingress and egress to the Building and the Leased Premises, and in accordance with Section 19 below, the Common Areas (as hereinafter defined). Facilities and areas of the Building that are intended and designated by Landlord from time to time for the common, general and non-exclusive use of all tenants of the Building are called “**Common Areas.**” Landlord has the exclusive control over and right to manage the Common Areas. In addition, Landlord shall have the exclusive use and control over all other areas of the Building not designated as Common Areas nor leased exclusively to tenants of the Building, which include, but are not limited to, all risers, horizontal and vertical shafts and telephone closets in the Building.

B. The term “**Net Rentable Area**” shall mean the net rentable area measured according to standards similar to those published by the Building Owners and Managers Association International, Publication ANSI Z 65.1-1996, as amended or replaced from time to time (the “**Modified BOMA Standard**”). The Modified BOMA Standard has been used in calculating the Net Rentable Area of the Building and the Leased Premises, and Tenant and Landlord hereby stipulate and agree that same are correct, notwithstanding any minor variations in measurement or other variations that may have been incurred in the calculation thereto. If the Building is ever demolished, altered, remodeled, renovated, expanded, changed in such a manner as to alter the amount of space contained therein, then the Net Rentable Area of the Building shall be adjusted and recalculated by using the Modified BOMA Standard. The Net Rentable Area of the Building is stipulated for all purposes to be 305,242 square feet.

C. Landlord also leases to Tenant certain parking spaces on the terms and conditions set forth in Exhibit C attached hereto and made a part hereof for all purposes.

D. The Leased Premises shall be delivered to Tenant and Tenant shall accept same, in its current “**AS IS, WHERE IS**” condition subject to the construction of leasehold improvements, if any, set forth and described on Exhibit G attached hereto and made a part hereof for all purposes. Tenant acknowledges that no representations as to the repair of the Leased Premises or the Building, nor promises to alter, remodel or improve the Leased Premises or the Building, have been made by Landlord, except as are expressly set forth in this Lease Agreement.

SEC. 2. TERM:

A. The term of this Lease Agreement (the “**Term**”) shall be thirty-six (36) months and shall commence on October 1, 2022 (the “**Commencement Date**”) and, unless sooner terminated or renewed and extended

in accordance with the terms and conditions set forth herein, shall expire at 11:59 p.m. on September 30, 2025 (the “**Expiration Date**”).

B. This Lease Agreement shall be effective as of the Effective Date (as hereinafter defined) and in the event Landlord consents to Tenant or its agents, employees or contractors entering the Leased Premises prior to the Commencement Date, such entry shall be subject to the terms and conditions of this Lease Agreement, except that the Rent (as hereinafter defined) shall not commence to accrue as a result of such entry until the date specified in Section 5 below.

SEC. 3. USE: The Leased Premises shall be used and occupied by Tenant solely as general office use and for no other purpose. As a material consideration for Landlord’s execution of this Lease Agreement, Tenant shall maintain, open and operate its business in the Leased Premises during all normal business hours of the Building throughout the Term of this Lease Agreement. Notwithstanding the foregoing, Landlord understands that Tenant’s employees may be critical personnel in the event of a natural disaster or other emergency. Landlord shall not impede Tenant’s access to the Leased Premises. The Leased Premises shall not be used for any purpose which would tend to lower the character of the Building, violate any other tenants’ exclusive use, if any, previously granted by Landlord, create unreasonable elevator loads or otherwise interfere with standard Building operations and Tenant shall not engage in any activity which does not comply with the standards of the Building. Tenant agrees specifically that no food, soft drink or other vending machine will be installed within the Leased Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld if such machine is for the exclusive use of Tenant, its employees and invitees.

SEC. 4. SECURITY DEPOSIT: \$22,193.38 payable 30 days after the Effective Date. Upon the occurrence of any Event of Default (as hereinafter defined) by Tenant, Landlord may, from time to time, without prejudice to any other remedy, use the security deposit paid to Landlord by Tenant as herein provided to the extent necessary to make good any arrears of Rent (as hereinafter defined) and any other damage, injury, expense or liability caused to Landlord by such Event of Default. Following any such application of the security deposit, Tenant shall pay to Landlord within 30 days from receipt of notice from Landlord of the amount needed to restore the security deposit to the amount thereof existing prior to such application. Any remaining balance of the security deposit shall be returned by Landlord to Tenant within sixty (60) days after the termination of this Lease Agreement and after Tenant provides written notice to Landlord of Tenant’s forwarding address; provided, however, Landlord shall have the right to retain and expend such remaining balance (a) to reimburse Landlord for any and all rentals or other sums due hereunder that have not been paid in full by Tenant and/or (b) for cleaning and repairing the Leased Premises if Tenant shall fail to deliver same at the termination of this Lease Agreement in a neat and clean condition and in as good a condition as existed at the date of possession of same by Tenant, ordinary wear and tear only excepted. Tenant shall not be entitled to any interest on the security deposit. Such security deposit shall not be considered an advance payment of rental or a measure of Landlord’s damages in case of an Event of Default by Tenant.

SEC. 5. BASE RENT:

A. As part of the consideration for the execution of this Lease Agreement, Tenant covenants and agrees and promises to pay Landlord base rent according to the following schedule (the “**Base Rent**”):

<u>Time Period</u>	<u>Annual Base Rent Rate Per Square Foot of Net Rentable Area</u>	<u>Monthly Payment</u>
1-36	\$18.20	\$22,193.38

Landlord will submit to Tenant a statement for the rent for each calendar month. Tenant will pay the same in accordance with the Prompt Payment Act, Tex. Gov’t Code Ann. § 2251.021 (Vernon Supp. 2008), as amended. The rent statement must indicate Tenant’s purchase order number and be addressed to the Harris County Auditor, Attention: Accounts Payable, 1001 Preston 8th Floor, Houston, Texas 77002 or VendorInvoices@hctx.net. The Base Rent shall be payable to Landlord at the address set forth in Section 31 below (or such other address as may be designated by Landlord in writing from time to time) in monthly installments in legal tender of the United States of America, in advance, without demand, set-off or counterclaim except as herein expressly provided, on or before the

first day of each calendar month during the Term hereof; provided, however, the first monthly payment of Base Rent (excluding any months in which Base Rent is abated) shall be made on the Effective Date. If the Term of this Lease Agreement as described above commences on a day other than the first day of a calendar month, then the installments of Base Rent for such month shall be prorated using the monthly payment applicable to the first month Base Rent is not abated (if applicable) and the installment so prorated shall be paid in advance at the same time the first monthly payment of Base Rent is made as described above. The payment for such prorated month shall be calculated by multiplying the monthly installment by a fraction, the numerator of which shall be the number of days of the Term occurring during said commencement month, and the denominator of which shall be the total number of days occurring in said commencement month

B. In addition to the foregoing Base Rent, Tenant agrees to pay to Landlord as additional rent (the “**Additional Rent**”) all charges for any services, goods or materials furnished by Landlord at Tenant’s request which are not required to be furnished by Landlord under this Lease Agreement, as well as other sums payable by Tenant hereunder, within thirty (30) days after Landlord renders a statement therefor to Tenant, unless an alternative time period for payment is expressly set forth in this Lease Agreement. The Base Rent, Additional Rent and all other sums of money that become due and payable under this Lease Agreement shall collectively be referred to herein as “**Rent**” All Rent (as hereinafter defined) shall bear interest from the date due until paid as set forth in the Texas Prompt Pay Act. If the Net Rentable Area of the Leased Premises is modified for any reason upon mutual agreement between Landlord and Tenant, the provisions of this Lease Agreement which are contingent upon the size of the Leased Premises (including without limitation, Base Rental, Tenant’s pro rata share, the Improvement Allowance and number of reserved Parking Spaces and number of unreserved Parking Spaces) shall be adjusted to reflect the modification of the Net Rentable Area of the Leased Premises, effective as of the date of the determination made in accordance with Section 1.B above. If the Net Rentable Area of the Building is modified for any reason, the provisions of this Lease Agreement which are contingent upon the size of the Building (including, without limitation, Tenant’s pro rata share) shall automatically be adjusted to reflect the modification of the Net Rentable Area of the Building, effective as of the date of the determination made in accordance with Section 1.B above. The parties shall memorialize all such adjustments either in the Acceptance of Premises Memorandum as required by Section 32 or in an amendment to this Lease Agreement as soon as reasonably possible after such determination.

SEC. 6. ADDITIONAL RENT: Intentionally Deleted.

SEC. 7. SERVICE AND UTILITIES:

A. Provided no Event of Default (as hereinafter defined) has occurred and is continuing hereunder, and subject to the provisions of Sections 7.B and 7.C below, Landlord shall furnish the following services and amenities (collectively, the “**Required Services**”) to Tenant at no additional cost to Tenant (and its assignees and sublessees permitted hereunder) while occupying the Leased Premises:

- (1) Domestic water at those points of supply provided for general use of the tenants of the Building;
- (2) Central heat, ventilation and air conditioning in season, at such times, at such temperatures and in such amounts as are considered by Landlord to be standard, but in keeping with the standards of other comparable office buildings in the vicinity of the Northwest Freeway area of Houston, Texas, all as more particularly described on **Exhibit H** attached hereto and made a part hereof for all purposes;
- (3) Electric lighting service for all public areas and special service areas of the Building in the manner and to the extent deemed by Landlord to be in keeping with the standards of other comparable office buildings in the vicinity of the Northwest Freeway area of Houston, Texas;
- (4) Janitor service on a five (5) day week basis, in the manner and to the extent deemed standard by Landlord during the periods and hours as such services are normally furnished to tenants in the Building;

- (5) On-site security personnel and equipment for the Building; provided, however, that Tenant agrees that Landlord shall not be responsible for the adequacy or effectiveness of such security provided that (i) Landlord has exercised reasonable care in the selection of the security contractor and equipment, and (ii) the scope and extent of the security services contracted for by Landlord are in keeping with the standards of other comparable office buildings in the vicinity of the Northwest Freeway area of Houston, Texas;
- (6) Electrical facilities to furnish during normal operating hours (i) power to operate typewriters, personal computers, calculating machines, photocopying machines and other equipment that operates on 120/208 volts (collectively, the “**Low Power Equipment**”); provided, however, total rated connected load by the Low Power Equipment shall not exceed an average of five (5) watts per square foot of Net Rentable Area of the Leased Premises and (ii) power to operate Tenant’s lighting and Tenant’s equipment that operates on 277/480 volts (collectively, the “**High Power Equipment**”); provided, however, total rated connected load by the High Power Equipment shall not exceed an average of two (2) watts per square foot of Net Rentable Area of the Leased Premises. In the event that the Tenant’s connected loads for low electrical consumption (120/208 volts) and high electrical consumption (277/480 volts) are in excess of those loads stated above, and Landlord agrees to provide such additional load capacities to Tenant (such determination to be made by Landlord in its sole discretion), then Landlord may install and maintain, at Tenant’s expense, electrical submeters, wiring, risers, transformers, and electrical panels, and other items required by Landlord, in Landlord’s discretion, to accommodate Tenant’s design loads and capacities that exceed those loads stated above, including, without limitation, the installation and maintenance thereof. If Tenant shall consume electrical current in excess of 0.75 kilowatt hours per square foot of Net Rentable Area in the Leased Premises per month, Tenant shall pay to Landlord the actual costs to Landlord to provide such additional consumption as Additional Rent. Landlord may determine the amount of such additional consumption and potential consumption by either or both: (1) a survey of standard or average tenant usage of electricity or other utilities in the Building performed by a reputable consultant selected by Landlord and paid for by Landlord; or (2) a separate meter in the Leased Premises installed, maintained, and read by Landlord at Landlord’s expense. If any supplemental heating, ventilation and air conditioning unit is installed in the Leased Premises or serves the Leased Premises (the “**Supplemental HVAC Equipment**”), Landlord shall install and maintain electrical submeters, at Tenant’s expense, to monitor Tenant’s actual aggregate consumption of electrical power by the Supplemental HVAC Equipment. Tenant shall reimburse Landlord for the consumption in excess of what Landlord of standard electrical as Additional Rent, based on average kilowatt hour or other unit charge over the applicable billing period within thirty (30) days after such billing.
- (7) All Building standard fluorescent bulb replacement in all areas and all incandescent bulb replacement in public areas outside of the Leased Premises, rest rooms and stairwells; and
- (8) Non-exclusive passenger elevator service to the Leased Premises twenty-four (24) hours per day and non-exclusive freight elevator service during normal business hours of the Building.

B. The obligation of Landlord to provide the Required Services shall be subject to governmental regulation thereof (i.e., rationing, temperature control, etc.) and any such regulation that impairs Landlord’s ability to provide the Required Services as herein stipulated shall not constitute an Event of Default hereunder but rather providing the applicable Required Services to the extent allowed pursuant to such regulations shall be deemed to be full compliance with the obligations and agreements of Landlord hereunder.

C. To the extent any of the Required Services require electricity, gas and water supplied by public utilities or others, Landlord’s covenants hereunder shall only impose on Landlord the obligation to use its good faith efforts to cause the applicable public utilities or other providers to furnish the same. Failure by Landlord to furnish any of the Required Services to any extent, or any cessation thereof, due to failure of any public utility or other

provider to furnish service to the Building, or any other cause beyond the reasonable control of Landlord, shall not render Landlord liable in any respect for damages to either person or property, nor be construed as an eviction of Tenant, nor work an abatement of Rent, nor relieve Tenant from fulfillment of any covenant or agreement hereof. As used herein, the phrase "cause beyond the reasonable control of Landlord" shall include, without limitation, acts of the public enemy, restraining of government, unavailability of materials, strikes, civil riots, floods, hurricanes, tornadoes, earthquakes and other severe weather conditions or acts of God. In the event of any failure by Landlord to furnish any of the Required Services to any extent, or any cessation thereof, due to malfunction of any equipment or machinery, or any other cause within the reasonable control of Landlord, Tenant shall have no claim for rebate of Rent or damages on account thereof, provided that Landlord utilizes its reasonable efforts to promptly repair said equipment or machinery and to restore said Required Services as soon thereafter as is reasonably practicable.

D. Tenant hereby acknowledges and agrees that Landlord is obligated to provide only the Required Services under this Lease Agreement, and that Landlord, its agents and representatives, have made no representations whatsoever of any additional services or amenities to be provided by Landlord now or in the future under this Lease Agreement. Notwithstanding the foregoing, Tenant recognizes that Landlord may, at Landlord's sole option, elect to provide additional services or amenities for the tenants of the Building from time to time, and hereby agrees that Landlord's discontinuance of any provision of any such additional services or amenities shall not constitute a default of Landlord under this Lease Agreement nor entitle Tenant to any abatement of or reduction in Rent. Landlord warrants and represents that Landlord will use all reasonable efforts to cause background checks to be performed on all contractors or subcontractors accessing Tenant's Leased Premises.

SEC. 8. MAINTENANCE, REPAIRS AND USE:

A. Landlord shall provide for the cleaning and maintenance of the public portions of the Building including painting and landscaping surrounding the Building. Unless otherwise expressly stipulated herein, Landlord shall not be required to make any improvements or repairs of any kind or character on the Leased Premises during the Term, except such repairs as may be required by normal maintenance operations to the exterior walls, corridors, windows, roof and other structural elements and equipment of the Building.

B. Landlord, its officers, agents, designees and representatives shall have the right to enter all parts of the Leased Premises at all reasonable hours for the purposes of: (i) inspecting same for compliance with Tenant's obligations hereunder, (ii) cleaning, making repairs, alterations or additions to the Building or Leased Premises which it may deem necessary or desirable, (iii) to provide any service which it is obligated to furnish to Tenant, or (iv) showing the Leased Premises to prospective purchasers, mortgagees, or prospective tenants, and Tenant shall not be entitled to any abatement or reduction of Rent by reason thereof. Except in case of emergency, Landlord shall provide Tenant prior notice of Landlord entry which may be given verbally. Landlord may, at its option and at the cost and expense of Tenant, repair or replace any damage or injury done to the Complex or any part thereof, caused by Tenant, Tenant's agents, employees, licensees, invitees or visitors; Tenant shall pay the cost thereof to Landlord on demand. Tenant further agrees to maintain and keep the interior of the Leased Premises in good repair and condition at Tenant's expense. Tenant agrees not to commit or allow any waste or damage to be committed on any portion of the Leased Premises, and at the termination of this Lease Agreement, by lapse of time or otherwise, to deliver up the Leased Premises to Landlord in as good condition as on the Commencement Date, ordinary wear and tear alone excepted, and upon such termination of this Lease Agreement, Landlord shall have the right to re-enter and resume possession of the Leased Premises.

C. Tenant will not use, occupy or permit the use or occupancy of the Leased Premises for any purpose which is directly or indirectly forbidden by law, ordinance or governmental or municipal regulation or order, or which may be dangerous to life, limb or property; or permit the maintenance of any public or private nuisance; or do or permit any other thing which may unreasonably interfere with, annoy or disturb the quiet enjoyment of any other tenant of the Building; or keep any substance or carry on or permit any operation which might emit offensive odors or conditions into other portions of the Complex; or use any apparatus which might make undue noise or set up vibrations in the Complex; or permit anything to be done which would increase the fire and extended coverage insurance rate on the Building or contents and if there is any increase in such rates by reason of acts of Tenant, then Tenant agrees to pay such increase promptly upon demand therefor by Landlord. In the event Tenant fails to correct, cure or discontinue such prohibited or dangerous use within five (5) days following notice from the Landlord, such

failure shall constitute an Event of Default by Tenant hereunder and Landlord shall have all of its remedies as set forth in this Lease Agreement.

D. Alterations shall be constructed in a good and workmanlike manner using materials of a quality that is at least equal to the quality designated by Landlord as the minimum standard for the Building. Landlord shall have the right to temporarily close all or a portion of the Leased Premises to perform repairs, alterations and additions, if reasonably necessary for the protection and safety of Tenant and its employees. Except in emergencies, Landlord will not close the Leased Premises if the work can reasonably be completed on weekends and after normal business hours; provided, however, that Landlord is not required to conduct work on weekends or after normal business hours if such work can be conducted without closing the Leased Premises.

SEC. 9. QUIET ENJOYMENT; RIGHTS RESERVED:

A. Tenant, on paying the said Rent and performing the covenants herein agreed to be by it performed, shall and may peaceably and quietly have, hold and enjoy the Leased Premises for the said Term.

B. Notwithstanding anything herein to the contrary, Landlord hereby expressly reserves the right in its sole discretion to (i) temporarily or permanently change the location of, close, block or otherwise alter any streets, driveways, entrances, corridors, doorways or walkways leading to or providing access to the Complex or any part thereof or otherwise restrict the use of same provided such activities do not unreasonably impair Tenant's access to the Leased Premises, (ii) improve, remodel, add additional floors to or otherwise alter the Building, (iii) construct, alter, remodel or repair one or more parking facilities (including garages) on the Land, and (iv) convey, transfer or dedicate portions of the Land. In addition, Landlord shall have the right, in its sole discretion, at any time during the Term to attach to any or all of the Building windows a glazing, coating or film or to install storm windows for the purpose of improving the Building's energy efficiency. Tenant shall not remove, alter or disturb any such glazing, coating or film. The addition of such glazing, coating or film, or the installation of storm windows or the exercise of any of Landlord's rights pursuant to this Section 9, shall in no way reduce Tenant's obligations under this Lease Agreement or impose any liability on Landlord and it is agreed that Landlord shall not incur any liability whatsoever to Tenant as a consequence thereof and such activities shall not be deemed to be a breach of any of Landlord's obligations hereunder. Landlord agrees to exercise good faith in notifying Tenant within a reasonable time in advance of any alterations, modifications or other actions of Landlord under this Section 9. Any diminution or shutting off of light, air or view by any structure which is now or may hereafter be effected on lands adjacent to the Building shall in no way affect this Lease Agreement or impose any liability on Landlord. Noise, dust or vibration or other incidents caused by or arising out of any work performed pursuant to the exercise of Landlord's rights reserved in this Section 9 or new construction of improvements on lands adjacent to the Building, whether or not owned by Landlord, or on the Land shall in no way affect this Lease Agreement or impose any liability on Landlord. Tenant agrees to cooperate with Landlord in furtherance of Landlord's exercise of any of the rights specified in this Section 9.

SEC. 10. ALTERATIONS:

A. Tenant shall not make or allow to be made (except as otherwise provided in this Lease Agreement) any alterations or physical additions (including fixtures) in or to the Leased Premises, or place safes, vaults or other heavy furniture or equipment within the Leased Premises, without first obtaining the written consent of Landlord. In addition, Tenant shall not be permitted to take x-rays or core drill or penetrate the floor of the Leased Premises or any other floor of the Building without first obtaining the Landlord's consent. The cost of any consultant or engineer hired by Landlord in connection with such work undertaken by Tenant shall be paid for by Tenant as Additional Rent hereunder. Tenant shall submit requests for consent to make alterations or physical additions together with copies of the plans and specifications for such alterations. Subsequent to obtaining Landlord's consent and prior to commencement of construction of the alterations or physical additions, Tenant shall deliver to Landlord the building permit, a copy of the executed construction contract covering the alterations and physical additions and evidence of contractor's and subcontractor's insurance, such insurance being with such companies, for such periods and in such amounts as Landlord may reasonably require, naming the Landlord Parties as additional insureds. Tenant shall pay to Landlord upon demand a review fee in the amount of Landlord's actual costs incurred to compensate Landlord for the cost of review and approval of the plans and specifications and for additional administrative costs incurred in monitoring the construction of the alterations. Tenant shall deliver to Landlord a copy of the "as-built" plans and

specifications for all alterations or physical additions so made in or to the Leased Premises, and shall reimburse Landlord for the cost incurred by Landlord to update its current architectural plans for the Building.

B. It is expressly understood and agreed that Tenant shall be allowed to install a restricted access security system within the Leased Premises. Tenant will ensure Landlord will have the ability to gain access to the Leased Premises during the Term of this Lease.

C. Tenant shall not be deemed to be the agent or representative of Landlord in making any such alterations, physical additions or improvements to the Leased Premises, and shall have no right, power or authority to encumber any interest in the Complex in connection therewith other than Tenant's leasehold estate under this Lease Agreement. However, should any mechanics' or other liens be filed against any portion of the Complex or any interest therein (other than Tenant's leasehold estate hereunder) by reason of Tenant's acts or omissions or because of a claim against Tenant or its contractors, Tenant shall cause the same to be canceled or discharged of record by bond or otherwise within thirty (30) days after notice by Landlord. If Tenant shall fail to cancel or discharge said lien or liens, within said thirty (30) day period, which failure shall be deemed to be an Event of Default hereunder without the necessity of any further notice, Landlord may, at its sole option and in addition to any other remedy of Landlord hereunder, cancel or discharge the same and upon Landlord's demand, Tenant shall promptly reimburse Landlord for all costs incurred in canceling or discharging such lien or liens.

D. Tenant shall cause all alterations, physical additions, and improvements (including fixtures), constructed or installed in the Leased Premises by or on behalf of Tenant to comply with all applicable governmental codes, ordinances, rules, regulations and laws. Tenant acknowledges and agrees that neither Landlord's review and approval of Tenant's plans and specifications nor its observation or supervision of the construction or installation thereof shall constitute any warranty or agreement by Landlord that same comply with such codes, ordinances, rules, regulations and laws or release Tenant from its obligations under this Section 10.D.

E. Landlord warrants and represents that upon the Commencement Date, the Leased Premises has accommodations or alterations that are required by applicable governmental codes, ordinances, rules, regulations and laws to be made to the Leased Premises to accommodate disabled employees and customers of Tenant, including, without limitation, compliance with the Americans with Disabilities Act (42 U.S.C. §§ 12101 et seq.) and the Texas Architectural Barriers Act (Texas Government Code, Chapter 469) (collectively, the "**Accommodation Laws**"). Tenant shall be wholly responsible for complying with Accommodation Laws within the Leased Premises as a result of Leased Premises alterations following the Commencement Date. Landlord shall be responsible for making all accommodations and alterations to the Common Areas of the Building necessary to comply with the Accommodation Laws.

SEC. 11. FURNITURE, FIXTURES AND PERSONAL PROPERTY: Tenant may remove its trade fixtures, office supplies and movable office furniture and equipment not attached to the Building provided: (a) such removal is made prior to the termination of this Lease Agreement; (b) Tenant is not in default of any obligation or covenant under this Lease Agreement at the time of such removal; and (c) Tenant promptly repairs all damage caused by such removal. All other property at the Leased Premises and any alterations or additions to the Leased Premises (including wall-to-wall carpeting, paneling or other wall covering) and any other article attached or affixed to the floor, wall or ceiling of the Leased Premises shall become the property of Landlord and shall remain upon and be surrendered with the Leased Premises as a part thereof at the termination of the Lease Agreement by lapse of time or otherwise, Tenant hereby waiving all rights to any payment or compensation therefor. If, however, Landlord so requests in writing within sixty (60) days prior to the termination of this Lease Agreement, Tenant will, prior to termination of this Lease Agreement, remove any and all alterations, additions, fixtures, equipment and property placed or installed by Tenant in the Leased Premises and will repair any damage caused by such removal. If Tenant does not complete all removals prior to the termination of this Lease Agreement, Landlord may remove such items (or contract for the removal of such items), Tenant shall reimburse Landlord upon demand for the costs incurred by Landlord in connection therewith. This Section 11 shall survive the expiration or termination of this Lease Agreement.

SEC. 12. SUBLETTING AND ASSIGNMENT:

A. In the event Tenant should desire to assign this Lease Agreement or sublet the Leased Premises or any part thereof or allow same to be used or occupied by others, Tenant shall give Landlord written notice (which

shall specify the duration of said desired sublease or assignment, the date same is to occur, the exact location of the space affected thereby, the proposed rentals on a square foot basis chargeable thereunder and sufficient information of the proposed sublessee or assignee regarding its intended use, financial condition and business operations) of such desire at least forty-five (45) days in advance of the date on which Tenant desires to make such assignment or sublease or allow such a use or occupancy. The Parties agree that use by another Harris County department or use by an entity governed by the Harris County Commissioners Court shall not be considered an assignment or subletting governed by this Section 12; however, shall be subject to Landlord's prior consent which shall be based on the intended use by such department or entity governed by the Harris County Commissioners Court. Landlord shall then have a period of thirty (30) days following receipt of such notice within which to notify Tenant in writing that Landlord elects:

- (1) in the event such assignee or sublessee fails to meet the conditions set forth in subparagraph (3) below, to refuse to permit Tenant to assign this Lease Agreement or sublet such space, and in such case this Lease Agreement shall continue in full force and effect in accordance with the terms and conditions hereof; or
- (2) to terminate this Lease Agreement as to the space so affected as of the date so specified by Tenant in which event Tenant shall be relieved of all obligations hereunder as to such space arising from and after such date; or
- (3) to permit Tenant to assign this Lease Agreement or sublet such space for the duration specified in such notice, such approval not to be unreasonably withheld if (a) the nature and character of the proposed assignee or sublessee and the principals thereof, their business and activities and intended use of the Leased Premises are in Landlord's reasonable judgment consistent with the current standards of the Building and the floor or floors on which the Leased Premises are located, (b) neither the proposed assignee or sublessee (nor any party which, directly or indirectly, controls or is controlled by or is under common control with the proposed assignee or sublessee) is a department, representative or agency of any governmental body or then an occupant of any part of the Building or a party with whom Landlord is then negotiating to lease space in the Building or in any adjacent Building owned by Landlord or an affiliate of Landlord in the vicinity of the Northwest Freeway area of Houston, Texas, (c) the form and substance of the proposed sublease or instrument of assignment are acceptable to Landlord (which acceptance by Landlord shall not be unreasonably withheld) and is expressly subject to all of the terms and provisions of this Lease Agreement and to any matters to which this Lease Agreement is subject, (d) the proposed occupancy would not (1) increase Landlord's cleaning requirements, (2) impose an extra burden upon the services to be supplied by Landlord to Tenant hereunder, (3) violate the current rules and regulations of the Building, (4) violate the provisions of any other leases of tenants in the Building or (5) cause alterations or additions to be made to the Building (excluding the Leased Premises), (e) Tenant enters into a written agreement with Landlord whereby it is agreed that any rent realized by Tenant as a result of said sublease or assignment in excess of the Base Rent and Additional Rent payable to Landlord by Tenant under this Lease Agreement shall be payable to Landlord as it accrues as additional rent hereunder, (f) the granting of such consent will not constitute a default under any other agreement to which Landlord is a party or by which Landlord is bound and (g) the creditworthiness of the proposed assignee or sublessee and the principals thereof is acceptable to Landlord, in Landlord's sole discretion.

B. No assignment or subletting by Tenant shall be effective unless Tenant shall execute, have acknowledged and deliver to Landlord, and cause each sublessee or assignee to execute, have acknowledged and deliver to Landlord, an instrument in form and substance acceptable to Landlord in which (i) such sublessee or assignee adopts this Lease Agreement and assumes and agrees to perform jointly and severally with Tenant, all of the obligations of Tenant under this Lease Agreement, as to the space transferred to it, (ii) Tenant and such sublessee or assignee agree to provide to Landlord, at their expense, direct access from a public corridor in the Building to the transferred space, (iii) such sublessee or assignee agrees to use and occupy the transferred space solely for the purpose specified in Section 3 and otherwise in strict accordance with this Lease Agreement. Tenant shall, upon demand,

reimburse Landlord for all reasonable expenses incurred by Landlord in connection with a request made by Tenant pursuant to this Section 12, including, without limitation, any investigations as to the acceptability of the proposed assignee or sublessee, and a charge reasonably determined by Landlord to cover in-house time spent in respect of such request.

C. Any consent by Landlord to a particular assignment or sublease shall not constitute Landlord's consent to any other or subsequent assignment or sublease, and any proposed sublease or assignment by any assignee or sublessee shall be subject to the provisions of this Section 12 as if it were a proposed sublease or assignment by Tenant. The prohibition against an assignment or sublease described in this Section 12 shall be deemed to include a prohibition against (i) Tenant's mortgaging or otherwise encumbering its leasehold estate, (ii) an assignment or sublease which may occur by merger or operation of law and (iii) permitting the use or occupancy of the Leased Premises, or any part thereof, by anyone other than Tenant, each of which shall be ineffective and void and shall constitute an Event of Default under this Lease Agreement unless consented to by Landlord in writing in advance. For purposes hereof, the transfer of the ownership or voting rights in a controlling interest of the voting stock of Tenant (if Tenant is a corporation) or the transfer of a general partnership interest or a majority of the limited partnership interest in Tenant (if Tenant is a partnership) or the transfer of a majority of the membership interests in Tenant (if Tenant is a limited liability company), at any time throughout the Term, shall be deemed to be an assignment of this Lease Agreement.

SEC. 13. FIRE AND CASUALTY:

A. In the event of a fire or other casualty in the Leased Premises, Tenant shall immediately give notice thereof to Landlord. If the Leased Premises shall be partially destroyed by fire or other casualty so as to render the Leased Premises untenable in whole or in part, Rent shall abate thereafter as to the portion of the Leased Premises rendered untenable until such time as the Leased Premises are made tenable as reasonably determined by Landlord and Landlord agrees to commence and prosecute such repair work promptly and with all due diligence; provided, however, in the event such destruction (i) results in total or substantial damage to or destruction of the Building and Landlord shall decide not to rebuild or (ii) results in the Leased Premises being untenable in whole or in substantial part and the reasonable estimation of a responsible contractor selected by Landlord as to the amount of time necessary to rebuild or restore such destruction to the Leased Premises and all other portions of the Building exceeds six (6) months from the time such work is commenced, then in either event, Landlord or Tenant shall have a right to terminate this Lease Agreement effective as of the date of casualty or destruction, and upon such termination, all Rent owed up to the time of such destruction or termination as applicable based on rent abatement in accordance with this Section 13 shall be paid by Tenant. Subject to reasonable delays for insurance adjustments, Landlord shall give Tenant written notice of its decisions, estimates or elections under this Section 13 within sixty (60) days after any such damage or destruction. If any portion of Rent is abated under this Section 13, it shall not serve to extend the expiration date of the Term of this Lease Agreement.

B. Notwithstanding anything in this Lease Agreement to the contrary, if the Leased Premises are damaged by fire or other casualty resulting from the fault or negligence of Tenant, or the agents, employees, licensees, customers or invitees of Tenant, such damage shall be repaired by and at the expense of Tenant under the direction and supervision of Landlord, and Rent shall continue without abatement.

C. Notwithstanding anything contained in this Section 13, in no event shall Landlord be required to expend more to reconstruct, restore and repair the Building than the amount actually received by Landlord from the proceeds of the property insurance carried by Landlord and Landlord shall have no duty to repair or restore any portion of any alterations, additions, installation or improvements in the Leased Premises or the decorations thereto except to the extent that the proceeds of the insurance carried by Tenant are timely received by Landlord. If Tenant desires any other additional repairs or restoration, and if Landlord consents thereto, it shall be done at Tenant's sole cost and expense subject to all of the applicable provisions of this Lease Agreement. Tenant acknowledges that Landlord shall be entitled to the full proceeds of any insurance coverage if carried by Landlord. The Parties agree that Tenant is self-insured as to Tenant's fixtures and personal property, but that Tenant does not carry insurance for the benefit of the Premises.

SEC. 14. CONDEMNATION: If all of the Complex is taken or condemned, or acquired under threat of condemnation, by or at the direction of any governmental authority (a "**Taking**" or "**Taken**", as the context requires),

or if so much of the Complex is Taken that, in Landlord's opinion, the remainder cannot be restored to an economically viable, quality office building, or if the awards payable to Landlord as a result of any Taking are, in Landlord's opinion, inadequate to restore the remainder to an economically viable, quality office building, Landlord may, at its election, exercisable by the giving of written notice to Tenant within sixty (60) days after the date Landlord receives notice of the Taking, terminate this Lease Agreement as of the date of the Taking or the date Tenant is deprived of possession of the Leased Premises (whichever is later). Landlord shall consider Tenant's ingress and egress rights in its considerations of whether the Leased Premises is economically viable. If this Lease Agreement is not terminated as a result of a Taking, Landlord shall restore the Leased Premises remaining after the Taking to a Building standard condition. During the period of restoration, Base Rent shall be abated to the extent the Leased Premises are rendered untenable and, after the period of restoration, Base Rent and Tenant's pro rata share shall be reduced in the proportion that the area of the Leased Premises Taken or otherwise rendered untenable bears to the area of the Leased Premises just prior to the Taking. If any portion of Base Rent is abated under this Section 14, it shall not serve to extend the expiration date of the Term. All awards, proceeds, compensation or other payments from or with respect to any Taking of the Complex or any portion thereof shall belong to Landlord, Tenant hereby assigning to Landlord all of its right, title, interest and claim to same. Tenant shall have the right to assert a claim for and recover from the condemning authority, but not from Landlord, such compensation as may be awarded on account of Tenant's moving and relocation expenses, and depreciation to and loss of Tenant's movable personal property.

SEC. 15. DEFAULT BY TENANT: The occurrence of any one or more of the following shall constitute an "**Event of Default**" under this Lease Agreement:

- A. The failure of Tenant to pay any Rent as and when due under this Lease Agreement;
- B. The failure of Tenant to perform, comply with or observe any of the other covenants or conditions contained in this Lease Agreement and the continuance of such failure for the period of time as may be specified elsewhere in this Lease Agreement for such specific covenant or condition, or should no period of time be specified elsewhere in this Lease Agreement with respect to such specific covenant or condition, a period of thirty (30) days after written notice to Tenant; or, if such failure cannot reasonably be cured within said thirty (30) day period despite Tenant's diligent good faith efforts, the failure of Tenant to promptly commence its diligent good faith efforts to cure such failure within said thirty (30) day period and/or the continuance of such failure for a period of thirty (30) days notwithstanding Tenant's efforts to cure;
- C. Tenant shall fail to execute and acknowledge or otherwise respond in good faith and in writing within thirty (30) days after submission to Tenant of a request for confirmation of the subordination of this Lease Agreement pursuant to Section 24 or an estoppel certificate pursuant to Section 35.
- D. The failure of Tenant to occupy the Leased Premises during the entire Term;
- E. The filing of a petition by or against Tenant or any guarantor of Tenant's obligations under this Lease Agreement (i) naming Tenant or any guarantor as debtor in any bankruptcy or other insolvency proceeding, (ii) for the appointment of a liquidator or receiver for all or substantially all of Tenant's or any guarantor's property or for Tenant's interest in this Lease Agreement, or (iii) to reorganize or modify Tenant's or any guarantor's capital structure;
- F. The admission by Tenant or any guarantor in writing of its inability to meet its obligations as they become due or the making by Tenant or any guarantor of an assignment for the benefit of its creditors;
- G. The attempt by Tenant to assign this Lease Agreement or to sublet all or any part of the Leased Premises without the prior written consent of Landlord in accordance with Section 12;
- H. Any holding over by Tenant in accordance with Section 26 with respect to all or any portion of the Leased Premises after the expiration or termination of the Lease Agreement; or
- I. The failure by Tenant to comply with the insurance requirements set forth in **Exhibit I**.

SEC. 16. REMEDIES OF LANDLORD: Upon any Event of Default, Landlord may exercise any one or more of the following described remedies, in addition to all other rights and remedies provided at law or in equity:

A. Terminate this Lease Agreement by written notice to Tenant and forthwith repossess the Leased Premises and be entitled to recover forthwith as damages a sum of money equal to the total of (i) the cost of recovering the Leased Premises), (ii) the cost of removing and storing any personal property, (iii) the unpaid Rent earned at the time of termination, plus interest thereon at the rate described in Section 5, (v) any other sum of money and damages owed by Tenant to Landlord under this Lease Agreement at the time of termination, and (iv) an amount equal to two (2) months of Base Rent due under the Lease at the time such Event of Default occurs .

B. Terminate Tenant's right of possession (but not this Lease Agreement) and may repossess the Leased Premises by forcible detainer suit or otherwise, without thereby releasing Tenant from any liability hereunder and without demand or notice of any kind to Tenant and without terminating this Lease Agreement. Landlord shall use reasonable efforts under the circumstances to relet the Leased Premises on such terms and conditions as Landlord in its sole discretion may determine (including a term different than the Term, rental concessions, alterations and repair of the Leased Premises); provided, however, Landlord hereby reserves the right (i) to lease any other comparable space available in the Building or in any adjacent building owned by Landlord prior to offering the Leased Premises for lease, and (ii) to refuse to lease the Leased Premises to any potential tenant which does not meet Landlord's standards and criteria for leasing other comparable space in the Building. Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished because of, Landlord's failure or refusal to relet the Leased Premises or collect rent due in respect of such reletting. For the purpose of such reletting Landlord shall have the right to decorate or to make any repairs, changes, alterations or additions in or to the Leased Premises as may be reasonably necessary or desirable. In the event that (i) Landlord shall fail or refuse to relet the Leased Premises, or (ii) the Leased Premises are relet and a sufficient sum shall not be realized from such reletting (after first deducting therefrom, for retention by Landlord, the unpaid Rent due hereunder earned but unpaid at the time of reletting plus interest thereon at the rate specified in Section 5, the cost of recovering possession all of the costs and expenses of such decorations, repairs, changes, alterations and additions, the expense of such reletting and the cost of collection of the rent accruing therefrom) to satisfy the Rent, then Tenant shall pay to Landlord as damages a sum equal to the amount of such deficiency. Any such payments due Landlord shall be made upon demand therefor from time to time and Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this Section 16 from time to time. No delivery to or recovery by Landlord of any portion due Landlord hereunder shall be any defense in any action to recover any amount not theretofore reduced to judgment in favor of Landlord, nor shall such reletting be construed as an election on the part of Landlord to terminate this Lease Agreement unless a written notice of such intention be given to Tenant by Landlord. Notwithstanding any such termination of Tenant's right of possession of the Leased Premises, Landlord may at any time thereafter elect to terminate this Lease Agreement. In any proceedings to enforce this Lease Agreement under this Section 16, Landlord shall be presumed to have used its reasonable efforts to relet the Leased Premises, and Tenant shall bear the burden of proof to establish that such reasonable efforts were not used.

C. Alter any and all locks and other security devices at the Leased Premises, and if it does so Landlord shall not be required to provide a new key or other access right to Tenant unless Tenant has cured all Events of Default; provided, however, that in any such instance, during Landlord's normal business hours and at the convenience of Landlord, and upon the written request of Tenant accompanied by such written waivers and releases as Landlord may require, Landlord will escort Tenant or its authorized personnel to the Leased Premises to retrieve any personal belongings or other property of Tenant not subject to the Landlord's lien or security interest described in Section 17.

D. All agreements and provisions to be performed by Tenant under any of the terms of this Lease Agreement shall be at Tenant's sole cost and expense and without any abatement of Rent. If Tenant shall fail to pay any sum of money, other than Base Rent, required to be paid by it hereunder or shall fail to cure any default and such failure shall continue for thirty (30) days after notice thereof by Landlord, then Landlord may, but shall not be obligated so to do, and without waiving or releasing Tenant from any obligations, make any such payment or perform any such act on Tenant's part. All sums so paid by Landlord and all costs incurred by Landlord in taking such action shall be deemed Additional Rent hereunder and shall be paid to Landlord within thirty days of receipt by Tenant of an undisputed invoice, and Landlord shall have (in addition to all other rights and remedies of Landlord) the same

rights and remedies in the event of the non-payment thereof by Tenant as in the case of default by Tenant in the payment of Rent.

SEC. 17. LIEN FOR RENT: Intentionally Deleted

SEC. 18. NON-WAIVER: Neither acceptance of Rent by Landlord nor failure by Landlord to exercise available rights and remedies, whether singular or repetitive, shall constitute a waiver of any of Landlord's rights hereunder. Waiver by Landlord of any right for any Event of Default of Tenant shall not constitute a waiver of any right for either a subsequent Event of Default of the same obligation or any other Event of Default. No act or thing done by Landlord or its agent shall be deemed to be an acceptance or surrender of the Leased Premises and no agreement to accept a surrender of the Leased Premises shall be valid unless it is in writing and signed by a duly authorized officer or agent of Landlord.

SEC. 19. LAWS AND REGULATIONS; RULES AND REGULATIONS: Tenant shall comply with, and Tenant shall cause its employees, contractors, agents, to comply with, all laws, ordinances, orders, rules and regulations of any state, federal, municipal and other agencies or bodies having any jurisdiction thereof relating to the use, condition or occupancy of the Leased Premises. Such reasonable rules and regulations applying to all tenants in the Building as may be hereafter adopted by Landlord for the safety, care and cleanliness of the premises and the preservation of good order thereon, are hereby made a part hereof for all purposes and Tenant agrees to comply with all such rules and regulations. Landlord shall have the right at all times to change such rules and regulations or to amend them in any reasonable manner as may be deemed advisable by Landlord, all of which changes and amendments will be sent by Landlord to Tenant in writing and shall be thereafter carried out and observed by Tenant. The current rules and regulations of the Building are set forth in Exhibit D attached hereto and made a part hereof for all purposes.

SEC. 20. ASSIGNMENT BY LANDLORD; LIMITATION OF LANDLORD'S LIABILITY: Landlord shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in the Complex, and in such event and upon such transfer no further liability or obligation shall thereafter accrue against Landlord hereunder. Furthermore, Tenant specifically agrees to look solely to Landlord's interest in the Complex for the recovery of any judgment from Landlord, it being agreed that the Landlord Parties shall never be personally liable for any such judgment.

SEC. 21. SEVERABILITY: If any clause or provision of this Lease Agreement is illegal, invalid or unenforceable, under present or future laws effective during the Term hereof, then it is the intention of the parties hereto that the remainder of this Lease Agreement shall not be affected thereby, and it is also the intention of both parties that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as part of this Lease Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

SEC. 22. SIGNS:

A. No signs of any kind or nature, symbol or identifying mark shall be put on the Building, in the halls, elevators, staircases, entrances, parking areas or upon the doors or walls, whether plate glass or otherwise, of the Leased Premises or within the Leased Premises so as to be visible from the public areas or exterior of the Building without prior written approval of Landlord. All signs or lettering shall conform in all respects to the sign and/or lettering criteria established by Landlord. Landlord shall install one (1) Building standard strip containing a listing of Tenant's name on the Building's directory board located on the ground floor of the Building. Landlord shall promptly update, at Tenant's expense, Tenant's listing in the Building directory from time to time upon Tenant's written request (but no more than once quarterly).

B. So long as Tenant leases at least 12,000 square feet of Net Rentable Area in the Building and no Event of Default, beyond any applicable notice and cure period, exists under this Lease Agreement, Tenant shall have the right, at Landlord's sole cost and expense, to furnish and install Tenant's corporate signage on the shared-tenant monument for the Building in existence on the date hereof (the "**Existing Monument Sign**") in a location to be reasonably determined by Landlord, in Landlord's sole but reasonable discretion. The size, quality, materials used, graphic style and composition of all such signage shall be subject to approval by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, it shall be reasonable for Landlord to refuse to

approve any such signage which is inconsistent with the architecture and design integrity of the Building or which violates any applicable law, rule, ordinance, restriction or covenant. Tenant shall be solely responsible, at Tenant's sole cost and expense, to maintain its signage on the Existing Monument Sign (including the payment of its proportionate share of any electricity, permitting, licensing or other fees charged by any governing authorities). The monthly fee for Tenant's signage on the Existing Monument Sign shall be abated during the initial Term of this Lease Agreement. Upon the expiration or earlier termination of the Lease Agreement, Tenant shall remove its signage from such Existing Monument Sign, at Tenant's sole cost and expense, and repair all damage caused by the installation or removal of Tenant's signage (normal wear and tear and damage caused by casualty or condemnation excepted), including, without limitation, filling all holes, to the condition reasonably consistent with the areas surrounding the Existing Monument Sign, which obligations shall survive the expiration or earlier termination of this Lease Agreement.

SEC. 23. SUCCESSORS AND ASSIGNS: Landlord and Tenant agree that all provisions hereof are to be construed as covenants and agreements as though the words imparting such covenants were used in each separate paragraph hereof, and that, except as restricted by the provisions of Section 12, this Lease Agreement and all the covenants herein contained shall be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

SEC. 24. SUBORDINATION:

A. Tenant covenants and agrees with Landlord that this Lease Agreement is subject and subordinate to any mortgage, deed of trust, ground lease and/or security agreement which may now or hereafter encumber the Complex or any interest of Landlord therein and/or the contents of the Building, and to any advances made on the security thereof and to any and all increases, renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination need be required by any owner or holder of any such ground lease, mortgage, deed of trust or security agreement. In confirmation of such subordination, however, at Landlord's request Tenant shall execute promptly any appropriate certificate or instrument that Landlord may request. In the event of the enforcement by the ground lessor, the trustee, the beneficiary or the secured party under any such ground lease, mortgage, deed of trust or security agreement of the remedies provided for by law or by such ground lease, mortgage, deed of trust or security agreement, Tenant, will automatically become the tenant of such ground lessor or successor in interest without any change in the terms or other provisions of this Lease Agreement; provided, however, that such ground lessor or successor in interest shall not be (a) bound by any payment of Rent for more than one month in advance except prepayments in the nature of security for the performance by Tenant of its obligations under this Lease Agreement, (b) bound by any amendment or modification of this Lease Agreement made without the written consent of such ground lessor or such successor in interest (c) liable for any previous act or omission of the Landlord, (d) subject to any credit, demand, claim, counterclaim, offset or defense which theretofore accrued to Tenant against the Landlord, (e) required to account for any security deposit of Tenant other than any security deposit actually delivered to lender by Landlord and (f) responsible for any monies owing by Landlord to Tenant. Upon request by such ground lessor or successor in interest, whether before or after the enforcement of its remedies, Tenant shall execute and deliver an instrument or instruments confirming and evidencing the attornment herein set forth. Notwithstanding anything contained in this Lease Agreement to the contrary, in the event of any default by Landlord in performing its covenants or obligations hereunder, Tenant shall not exercise any rights or remedies with respect to such default unless and until (a) Tenant gives written notice of such default (which notice shall specify the exact nature of said default and how the same may be cured) to the lessor under any such land or ground lease and the holder(s) of any such mortgage or deed of trust or security agreement, and (b) said lessor and holder(s) fail to cure or cause to be cured said default within thirty (30) days from the receipt of such notice from Tenant. If any lessor under any such land or ground lease and the holder(s) of any such mortgage or deed of trust or security agreement does not provide Tenant notice in writing of its interest and the address to which notices are sent within thirty days of the later of the execution of this lease or the creation of the third party interest, Tenant is no longer obligated to send notice. This Lease Agreement is further subject to and subordinate to all matters of record in Harris County, Texas. Notwithstanding the foregoing, Landlord shall (a) use commercially reasonable efforts to obtain, within thirty (30) days of the full execution of this Lease, a subordination, non-disturbance and attornment agreement from Landlord's mortgagee's that shall include a non-disturbance agreement which shall be executed by the party to whose interest Tenant subordinates its interest hereunder and shall meet the following requirements: (i) it shall provide that so long as Tenant is not in default under this Lease (beyond the applicable cure or grace period provided in the Lease), Tenant's leasehold estate, and Tenant's rights under this Lease including but not limited to

possession, occupancy and use of the Leased Premises in accordance with this Lease, shall remain undisturbed and shall survive any foreclosure, transfer in lieu of foreclosure or other enforcement of the mortgage, lien or deed of trust, and any termination of any such lease, as the case may be; (ii) there shall be no change in the terms of this Lease, no diminution of Tenant's rights provided for in this Lease, and no additional liability of Tenant; and (iii) the documentation shall be otherwise satisfactory to Tenant in the exercise of its reasonable judgment

B. Notwithstanding anything to the contrary set forth above, any beneficiary under any deed of trust may at any time subordinate its deed of trust to this Lease Agreement in whole or in part, without any need to obtain Tenant's consent, by execution of a written document subordinating such deed of trust to the Lease Agreement to the extent set forth in such document and thereupon the Lease Agreement shall be deemed prior to such deed of trust to the extent set forth in such document without regard to their respective dates of execution, delivery and/or recording. In that event, to the extent set forth in such document, such deed of trust shall have the same rights with respect to this Lease Agreement as would have existed if this Lease Agreement had been executed, and a memorandum thereof, recorded prior to the execution, delivery and recording of the deed of trust.

SEC. 25. TAX PROTEST: Tenant waives all rights under the Texas Property Tax Code, now or hereafter in effect, including all rights under Sections 41.413 and 42.015 thereof, granting to tenants of real property or lessees of tangible personal property the right to protest the appraised value, or receive notice of reappraisal, of all or any part of the Complex, irrespective of whether Landlord has elected to protest such appraised value.

SEC. 26. HOLDING OVER: In the event of holding over by Tenant with respect to all or any portion of the Leased Premises after the expiration or termination of the Lease Agreement, such holding over shall constitute a tenancy at sufferance relationship between Landlord and Tenant and all of the terms and provisions of this Lease Agreement shall be applicable during such period, except that as monthly rental, Tenant shall pay to Landlord for each month (or any portion thereof) during the period of such hold over an amount equal to one and a half times the Rent payable **by Tenant for the month immediately preceding the holdover period**. The rental payable during such hold over period shall be payable to Landlord on demand. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease Agreement except as herein provided.

SEC. 27. INDEPENDENT OBLIGATION TO PAY RENT:

It is the intention of the parties hereto that the obligations of Landlord and Tenant hereunder shall be separate and independent covenants and agreements, that the Rent and all other sums payable by Tenant hereunder shall continue to be payable in all events and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease Agreement.

SEC. 28. INDEMNITY; RELEASE AND WAIVER: Intentionally Deleted.

SEC. 29. INSURANCE: Landlord shall satisfy the insurance requirements as more particularly described on **Exhibit I** attached hereto and made a part hereof for all purposes. Tenant is a political subdivision of the State of Texas with limited liability under the Texas Torts Claims Act. Tenant is self-insured in accordance with this limited liability.

SEC. 30. ENTIRE AGREEMENT: This instrument and any attached addenda or exhibits signed by the parties constitute the entire agreement between Landlord and Tenant; no prior written or prior or contemporaneous oral promises or representations shall be binding and Tenant has not relied on any of such written or oral promises or representations. This Lease Agreement shall not be amended, changed or extended except by written instrument signed by both parties hereto. Section captions herein are for Landlord's and Tenant's convenience only, and neither limit nor amplify the provisions of this instrument. Tenant agrees, at Landlord's request, to execute a recordable memorandum of this Lease Agreement.

SEC. 31. NOTICES: Whenever in this Lease Agreement it shall be required or permitted that notice, notification or demand be given or served by either party to this Lease Agreement to or on the other, such notice or demand shall be given or served and shall not be deemed to have been given or served unless in writing and (i) delivered personally,

(ii) forwarded by facsimile, (iii) sent by Certified or Registered Mail, postage prepaid, with a copy also sent by facsimile or (iv) sent by a reputable common carrier guaranteeing next-day delivery, addressed as follows:

To the Landlord: 13105 Northwest Freeway, Suite 102
Houston, Texas 77040
Attention: Carrie Powledge
Telephone: (713) 690-1481
Facsimile: (713) 462-7435

To the Tenant: 7701 Wilshire Place Drive
Attention: Executive Director
Houston, Texas 77040

In addition, following written notice to Tenant of Landlord's selection of a property manager, Tenant shall simultaneously deliver copies of all notices required to be delivered to Landlord under this Lease Agreement to such property manager. Such addresses may be changed from time to time by either party by serving written notice as above provided. Any such notice or demand shall be deemed to have been given on the date of receipted delivery, refusal to accept delivery or when delivery is first attempted but cannot be made due to a change of address for which no notice is given, five (5) business days after it shall have been mailed as provided in this Section 31 or if sent by facsimile, upon electronic or telephonic confirmation of receipt from the receiving facsimile machine, whichever is earlier.

SEC. 32. COMMENCEMENT DATE: Tenant shall, if requested by Landlord, execute and deliver to Landlord within ten (10) days of Landlord's request an Acceptance of Premises Memorandum. Should Tenant fail to return the fully executed Acceptance of Premises Memorandum to Landlord within thirty (30) days of its delivery to Tenant, all terms contained in such Acceptance of Premises Memorandum shall be deemed to have been accepted by Tenant for all purposes under this Lease Agreement. The Acceptance of Premises Memorandum shall amend, among other things as more particularly described therein, the Commencement Date, Expiration Date and the Base Rent Schedule set forth in Section 5.A to the extent any adjustments to same are required as a result of the Commencement Date not occurring on the date initially anticipated.

SEC. 33. RELOCATION OF TENANT: Intentionally Deleted.

SEC. 34. BROKERS: Tenant warrants that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease Agreement, and that it knows of no real estate broker(s) or agent(s) who is(are) or might be entitled to a commission in connection with this Lease Agreement.

SEC. 35. ESTOPPEL CERTIFICATES:

From time to time after the Effective Date, within thirty (30) days after request in writing therefor from Landlord, Tenant agrees to execute and deliver to Landlord, or to such other addressee or addresses as Landlord may designate (and Landlord and any such addressee may rely thereon), a statement in writing in the form of **Exhibit F** or in such other form and substance satisfactory to Landlord (herein called "**Tenant's Estoppel Certificate**"), certifying to all or any part of the information provided for in **Exhibit F** as is requested by Landlord and any other information reasonably requested by Landlord.

SEC. 36. NAME CHANGE: Landlord and Tenant mutually covenant and agree that Landlord hereby reserves and shall have the right at any time and from time to time to change the name of the Building or the address of the Building as Landlord may deem advisable. Landlord shall pay to Tenant the reasonable costs of reprinting stationary or cards that bear the name and address of the building.

SEC. 37. BANKRUPTCY: If a petition is filed by or against Tenant for relief under Title 11 of the United States Code, as amended (the “**Bankruptcy Code**”), and Tenant (including for purposes of this Section Tenant’s successor in bankruptcy, whether a trustee or Tenant as debtor in possession) assumes and proposes to assign, or proposes to assume and assign, this Lease Agreement pursuant to the provisions of the Bankruptcy Code to any person or entity who has made or accepted a bona fide offer to accept an assignment of this Lease Agreement on terms acceptable to Tenant, then notice of the proposed assignment setting forth (a) the name and address of the proposed assignee, (b) all of the terms and conditions of the offer and proposed assignment, and (c) the adequate assurance to be furnished by the proposed assignee of its future performance under the Lease Agreement, shall be given to Landlord by Tenant no later than twenty (20) days after Tenant has made or received such offer, but in no event later than ten (10) days prior to the date on which Tenant applies to a court of competent jurisdiction for authority and approval to enter into the proposed assignment. Landlord shall have the prior right and option, to be exercised by notice to Tenant given at any time prior to the date on which the court order authorizing such assignment becomes final and non-appealable, to receive an assignment of this Lease Agreement upon the same terms and conditions, and for the same consideration, if any, as the proposed assignee, less any brokerage commissions which may otherwise be payable out of the consideration to be paid by the proposed assignee for the assignment of this Lease Agreement. If this Lease Agreement is assigned pursuant to the provisions of the Bankruptcy Code, Landlord: (i) may require from the assignee a deposit or other security for the performance of its obligations under the Lease Agreement in an amount substantially the same as would have been required by Landlord upon the initial leasing to a tenant similar to the assignee; and (ii) shall receive, as additional rent, the sums and economic consideration described in Section 12.A(3)(e). Any person or entity to which this Lease Agreement is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed, without further act or documentation, to have assumed all of the Tenant’s obligations arising under this Lease Agreement on and after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Landlord an instrument confirming such assumption. No provision of this Lease Agreement shall be deemed a waiver of Landlord’s rights or remedies under the Bankruptcy Code to oppose any assumption and/or assignment of this Lease Agreement, to require a timely performance of Tenant’s obligations under this Lease Agreement, or to regain possession of the Leased Premises if this Lease Agreement has neither been assumed or rejected within sixty (60) days after the date of the order for relief or within such additional time as a court of competent jurisdiction may have fixed. Notwithstanding anything in this Lease Agreement to the contrary, all amounts payable by Tenant to or on behalf of Landlord under this Lease Agreement, whether or not expressly denominated as rent, shall constitute rent for the purposes of Section 502(b)(6) of the Bankruptcy Code.

SEC. 38. TELECOMMUNICATIONS PROVIDERS: In the event Tenant wishes to use, at anytime during the Term of this Lease Agreement, the services of a telecommunications provider whose equipment or service is not then in the Building, no such provider shall be entitled to enter the Building or commence providing such service without first obtaining the prior written consent of Landlord. Landlord may condition its consent on such matters as Landlord deems appropriate including, without limitation, (i) such provider agreeing to an easement or license agreement in form and substance satisfactory to Landlord, (ii) Landlord having been provided and approved the plans and specifications for the equipment to be installed in the Building, (iii) Landlord having received, prior to the commencement of such work, such indemnities, bonds or other financial assurances as Landlord may reasonably require, (iv) the provider agreeing to abide by all Building rules and regulations, and agreeing to provide Landlord an “as built” set of plans and specifications, (v) the provider agreeing to pay Landlord such compensation as Landlord determines to be reasonable, and (vi) Landlord having determined that there is adequate space in the Building for the placement of all of such provider’s lines and equipment.

SEC. 39. HAZARDOUS SUBSTANCES:

A. Tenant shall not cause or permit any Hazardous Substance (as hereinafter defined) to be used, stored, generated, contained or disposed of on or in the Complex by Tenant, Tenant’s agents, employees, contractors or invitees in violation of Environmental Laws (as hereinafter defined). Without limitation of the foregoing, if Tenant causes or permits the presence of any Hazardous Substance on the Complex in violation of Environmental Laws that results in contamination, Tenant shall promptly, at its sole expense, take any and all necessary actions to return the Complex to the condition existing prior to the presence of any such Hazardous Substance on the Complex; provided, however, Tenant must obtain Landlord’s prior written approval for any such remedial action. Tenant shall be responsible for the application for and maintenance of all required permits, the submittal of all notices and reports, proper labeling, training and record keeping, and timely and appropriate response to any release or other discharge by Tenant of a Hazardous Substance under Environmental Laws.

B. As used herein, “**Hazardous Substance**” means any substance (i) that is toxic, ignitable, reactive or corrosive or that is regulated by any local, state or federal law, and includes any and all material or substances that are defined as “hazardous waste”, “extremely hazardous waste”, “hazardous substance” or a “hazardous material” pursuant to any such laws and includes, but is not limited to, asbestos, polychlorobiphenyls and petroleum and any fractions thereof, (ii) any substance which is now or hereafter considered a biological contaminant or which could adversely impact air quality, including mold, fungi and other bacterial agents and (iii) all biohazardous, infectious and medical waste. Notwithstanding anything in this Section 39 to the contrary, “Hazardous Substances” shall not include materials commonly used in the ordinary operations of a general office building, provided that (1) such materials are used and properly stored in the Leased Premises in quantities ordinarily used and stored in comparable office space, (2) such materials are not introduced into the Building’s plumbing systems or are not otherwise released or discharged in the Leased Premises or the Building and (3) such materials are in strict compliance with local, state or federal law. As used herein, “**Environmental Laws**” means all applicable federal, state or local laws, regulations, orders, judgments and decrees regarding health, safety or the environment.

SEC. 40. NO MONEY DAMAGES FOR FAILURE TO CONSENT; WAIVER OF CERTAIN DAMAGES: Wherever in this Lease Agreement Landlord’s consent or approval is required, if Landlord refuses to grant such consent or approval, whether or not Landlord expressly agreed that such consent or approval would not be unreasonably withheld, Tenant shall not make, and Tenant hereby waives, any claim for money damages (including any claim by way of set-off, counterclaim or defense) based upon Tenant’s claim or assertion that Landlord unreasonably withheld or delayed its consent or approval. Tenant’s sole remedy shall be an action or proceeding to enforce such provision, by specific performance, injunction or declaratory judgment. **IN NO EVENT SHALL THE LANDLORD PARTIES BE LIABLE FOR, AND TENANT HEREBY WAIVES ANY CLAIM FOR, ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS OR BUSINESS OPPORTUNITY, ARISING UNDER OR IN CONNECTION WITH THIS LEASE AGREEMENT.**

SEC. 41. ACKNOWLEDGMENT OF NON-APPLICABILITY OF DTPA: It is the understanding and intention of the parties that Tenant’s rights and remedies with respect to the transactions provided for and contemplated in this Lease Agreement (collectively, this “**Transaction**”) and with respect to all acts or practices of Landlord, past, present or future, in connection with this Transaction, are and shall be governed by legal principles other than the Texas Deceptive Trade Practices - Consumer Protection Act (the “**DTPA**”). Accordingly, Tenant hereby (a) agrees that under Section 17.49(f) of the DTPA this Transaction is not governed by the DTPA and (b) certifies, represents and warrants to Landlord that (i) Tenant has been represented by legal counsel in connection with this Transaction who has not been directly or indirectly identified, suggested or selected by the Landlord and Tenant has conferred with Tenant’s counsel concerning all elements of this Lease Agreement (including, without limitation, this Section 41) and this Transaction and (ii) the Leased Premises will not be occupied by Tenant as Tenant’s family residence. Tenant expressly recognizes that the total consideration as agreed to by Landlord has been predicated upon the inapplicability of the DTPA to this Transaction and that Landlord, in determining to proceed with the entering into of this Lease Agreement, has expressly relied on the inapplicability of the DTPA to this Transaction.

SEC. 42. ATTORNEYS’ FEES: Intentionally Deleted.

SEC. 43. AUTHORITY OF TENANT: If Tenant is a corporation, partnership or other entity, Tenant warrants and represents unto Landlord that (a) Tenant is a duly organized and existing legal entity, in good standing in the State of Texas, (b) Tenant has full right and authority to execute, deliver and perform this Lease Agreement, (c) the person executing this Lease Agreement was authorized to do so and (d) upon request of Landlord, such person will deliver to Landlord satisfactory evidence of his or her authority to execute this Lease Agreement on behalf of Tenant.

SEC. 44. INABILITY TO PERFORM: Whenever a period of time is prescribed for the taking of an action by Landlord or Tenant, the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to, including, but not limited to, strikes, acts of God, shortages of labor or materials, war, terrorist attacks (including bio-chemical attacks), civil disturbances and other causes beyond the reasonable control of the Landlord or Tenant (“**Force Majeure**”).

SEC. 45. JOINT AND SEVERAL TENANCY: If more than one person executes this Lease Agreement as Tenant, their obligations hereunder are joint and several, and any act or notice of or to, or refund to, or the signature of, any

one or more of them, in relation to the renewal or termination of this Lease Agreement, or under or with respect to any of the terms hereof shall be fully binding on each and all of the persons executing this Lease Agreement as a Tenant.

SEC. 46. EXECUTION OF THIS LEASE AGREEMENT; COUNTERPARTS: The submission of an unsigned copy of this Lease Agreement to Tenant for Tenant's consideration does not constitute an offer to lease the Leased Premises or an option to or for the Leased Premises. This Lease Agreement shall become effective and binding only upon the execution and delivery of this Lease Agreement by both Landlord and Tenant. For the convenience of the parties any number of counterparts hereof may be executed, and each such executed counterpart shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. Facsimile or .PDF transmission of an executed counterpart of this Lease Agreement shall be deemed to constitute due and sufficient delivery of such counterpart, and such facsimile or .PDF signatures shall be deemed original signatures for purposes of enforcement and construction of this Lease Agreement.

SEC. 47. WAIVER OF TRIAL BY JURY; COUNTERCLAIM: Intentionally Deleted.

SEC. 48. CALCULATION OF TIME PERIODS: Should the calculation of any of the various time periods provided for herein result in an obligation becoming due on a Saturday, Sunday or legal holiday (such day which is neither Saturday, Sunday or legal holiday, a "business day"), then the due date of such obligation or scheduled time of occurrence of such event shall be delayed until the next business day.

SEC. 49. ANTI-TERRORISM LAWS: Landlord and Tenant represents and warrants to and covenants each other that (i) neither party nor any of its owners or affiliates currently are, or shall be at any time during the Term, in violation of any laws relating to terrorism or money laundering (collectively, the "**Anti-Terrorism Laws**"), including without limitation Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and regulations of the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) related to Specially Designated Nationals and Blocked Persons (SDN's OFAC Regulations), and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56) (the "**USA Patriot Act**"); (ii) neither party nor any of its owners, affiliates, investors, officers, directors, employees, vendors, subcontractors or agents is or shall be during the term hereof a "**Prohibited Person**" which is defined as follows: (1) a person or entity owned or controlled by, affiliated with, or acting for or on behalf of, any person or entity that is identified as a Specially Designated National and Blocked Person on the then-most current list published by OFAC at its official website, <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>, or at any replacement website or other replacement official publication of such list, and (2) a person or entity who is identified as or affiliated with a person or entity designated as a terrorist, or associated with terrorism or money laundering pursuant to regulations promulgated in connection with the USA Patriot Act; and (iii) the party has taken appropriate steps to understand its legal obligations under the Anti-Terrorism Laws and has implemented appropriate procedures to assure its continued compliance with such laws.

SEC. 50. FINANCIAL STATEMENTS: Tenant shall upon written request from Landlord provide to Landlord an up to date true and accurate financial statement, balance sheet, and income and expense statement covering Tenant and any guarantor of Tenant's obligations under this Lease Agreement, within thirty (30) days after request therefor is made by Landlord to Tenant. Except as may be required by law, Landlord agrees to keep any financial information provided pursuant to this Section 50 (the "**Confidential Information**") confidential; provided, however that (a) Landlord may make any disclosure of the Confidential Information to which Tenant has consented in writing in advance, and (b) any of the Confidential Information may be disclosed to employees, partners, agents, successors, affiliates, assigns and representatives of Landlord, including, but not limited to, its auditors, attorneys, and lenders and potential purchasers and lenders of the Building in connection with any financing or sale of the Building who (i) need to know the Confidential Information in connection therewith, (ii) shall have been informed by Landlord of the confidential nature of the Confidential Information, and (iii) shall have agreed to treat the Confidential Information confidentially and to use it only for the purpose described above.

SEC. 51. RIGHT OF FIRST REFUSAL: Intentionally Deleted.

SEC. 52. RENEWAL OPTION: Tenant shall have, and is hereby granted, the option (the “**Renewal Option**”) to extend the Term of this Lease Agreement for one additional period of two (2) years (the “**Extended Term**”) upon and subject to the following terms, conditions and provisions:

A. The Renewal Option may only be exercised by Tenant giving irrevocable written notice thereof to Landlord no earlier than twelve (12) months nor later than six (6) months prior to the expiration of the then current Term of this Lease Agreement. If Tenant fails to give Landlord such written notice of exercise of such Renewal Option within such specified time period, Tenant shall be deemed to have elected not to exercise, and to have waived, such Renewal Option and the Renewal Option shall automatically terminate and expire and be of no further force and effect. It is expressly agreed that Tenant shall not have the option to extend the Term of this Lease Agreement beyond the Extended Term. If Tenant exercises the Renewal Option, such Extended Term shall commence immediately upon the expiration of the then current Term of this Lease Agreement (as applicable, the “**Extended Term Commencement Date**”).

B. If Tenant exercises the Renewal Option (in accordance with and subject to the provisions of this Section 52), the Extended Term shall be upon, and subject to, all of the terms, covenants and conditions provided in this Lease Agreement except for any terms, covenants and conditions that are expressly or by their nature inapplicable to the Extended Term (including, without limitation, the right to renew the Term of this Lease Agreement beyond the Extended Term) and except that (i) the annual Base Rent and other economic considerations during the Extended Term shall be equal to \$18.00 psf, and (ii) the Leased Premises and all leasehold improvements relating thereto will be provided in the condition they exist (i.e., “AS IS” and “WITH ALL FAULTS”) on the Extended Term Commencement Date, and this Lease Agreement shall be deemed to have been automatically amended as of the Extended Term Commencement Date in accordance with this Section 52. Tenant and Landlord shall promptly (but in no event longer than thirty (30) days after Landlord’s submission of the amendment to Tenant) execute and deliver an appropriate amendment of this Lease Agreement to evidence such terms following commencement of the Extended Term.

C. Notwithstanding any provision herein to the contrary, Tenant shall not have the right to extend the Term of this Lease Agreement pursuant to this Section 52 and such right shall automatically terminate and be of no further force and effect if, at the time Tenant exercises such Renewal Option or on the Extended Term Commencement Date, Tenant is in default under this Lease Agreement beyond any applicable grace period. Tenant shall not have the right to assign the Renewal Option to any sublessee or assignee of the Leased Premises, nor may any such sublessee or assignee exercise the Renewal Option.

SEC. 53. INDEPENDENT PARTIES:

This Lease is not intended to create and shall not constitute a partnership or joint venture between the Parties. Landlord shall have and retain the exclusive right of control over employment, firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the State of Texas. Landlord has no authority to bind or otherwise obligate the Tenant orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the Tenant and Landlord.

SEC. 54. LIMIT OF 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 hereunder and the total maximum sum that County 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 Seven Hundred Ninety-Eight Thousand Nine Hundred Sixty-One and 38/100 Dollars (\$798,961.68). The total amount of funds which can be certified to satisfy the 36-month lease shall not exceed \$798,961.68. When and if all the funds so certified are expended for the purposes of satisfying Tenant’s obligations pursuant to this Lease, Landlord’s sole and exclusive remedy shall be to terminate 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 Appropriation from multiple fiscal years. Therefore, in accordance

with Tex. Loc. Gov't Code § 271.903, Landlord understands and agrees that the County retains the right to terminate at the expiration of each fiscal year without default or damages. Failure to certify funds or to certify sufficient funding for any reason shall not be a breach of this Agreement.

With regard to any renewal terms or extension of this Lease, the County has not certified any funds for any renewal or extension period beyond the current fiscal year. Therefore, if the County exercises any renewal option, the renewal is subject to the future allocation and certification of funds for the Renewal Term.

SEC. 55. GOVERNING LAWS:

This Lease shall be governed by 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.

SEC. 56. WAIVER:

Waiver by either Party of a breach or violation of any provision of this Lease is not a waiver of any subsequent breach.

SEC. 57. TEXAS PUBLIC INFORMATION ACT:

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"). Landlord expressly understands and agrees 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 the Tenant will promptly notify Landlord of such request. Landlord may, at its own option and expense, 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.

Electronic Mail Addresses. Landlord affirmatively consents to the disclosure of its e-mail addresses that are provided to the Tenant, including any agency or department of the Tenant. This consent is intended to comply with the requirements of the Act, and shall survive termination of this Lease. This consent shall apply to e-mail addresses provided by Landlord and agents acting on behalf of Landlord and shall apply to any e-mail address provided in any form for any reason whether related to this Lease or otherwise.

SEC. 58. NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY:

Nothing in the Lease is 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 the Lease does not create any personal liability on the part of any officer, director, employee, or agent of the Tenant. The Parties agree 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. The Tenant does not agree to binding arbitration, nor does the Tenant waive its right to a jury trial.

SEC. 59. NO THIRD PARTY BENEFICIARIES: The Tenant is not obligated or liable to any third party other than Landlord for the performance of this Lease. Nothing in the Lease is intended or shall be deemed or construed to create any additional rights or remedies in any third party.

SEC. 60. TERMINATION:

Tenant shall have the right to terminate this lease for cause and convenience.

In the event of a failure by Landlord to satisfactorily perform the services specified herein and/or a default by Landlord in abiding by the other terms and conditions of this Contract, Tenant may terminate the Contract on written notice to Landlord and Landlord shall be liable for all damages, costs, and expenses (including attorney fees) incurred by Tenant related to this default. Such termination is in addition to and not in lieu of any other remedies that Tenant may have in law or equity. Administrative remedies for non-performance, violation or breach of lease terms, or termination of lease for default may include suspension and debarment. Tenant may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Landlord or its Subcontractors.

Landlord shall be provided the opportunity to cure certain failures or instances of default as described in the lease documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney’s Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. Tenant and Landlord(s) should attempt to resolve any claim for breach of contract made by Landlord, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the County or the State of Texas of the right to seek redress in a court of law.

A. **TERMINATION FOR CONVENIENCE** – This Contract may be Terminated for Convenience due to reasons known to Tenant, i.e., program changes, insufficient funding, etc. This type of termination is utilized when the Landlord is not in violation of the lease terms and conditions. Harris County may terminate this lease without Cause upon one hundred twenty (120) days written notice.

B. **TERMINATION FOR CAUSE** – This Contract may be Terminated for Cause due to actions of Landlord or a failure to fulfill the Landlord’s obligations under the lease. In certain instances, the termination settlement may include reprourement costs to be paid by the Landlord. Harris County reserves the right to terminate this Contract for default with one hundred twenty (120) days notice if Landlord breaches any of the terms herein, including warranties of Landlord or if the Landlord becomes insolvent or commits acts of bankruptcy. Such right of Termination is in addition to and not in lieu of any other remedies which Tenant may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Tenant’s satisfaction and/or to meet all other obligations and requirements.

C. **TERMINATION FOR HEALTH AND SAFETY VIOLATIONS** – Tenant may terminate this lease immediately without prior notice if Landlord fails to perform any of its obligations in this Contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

SEC. 61. EXHIBITS: Exhibits A through I are attached hereto and made a part of this Lease Agreement for all purposes.

[END OF TEXT]

IN WITNESS WHEREOF, Landlord and Tenant, acting herein by duly authorized individuals, have executed this Lease Agreement effective as of this ____ day of _____, 2022 (the “Effective Date”).

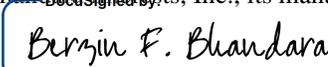
LANDLORD:

NW CROSSING MANAGEMENT, LLC, a Texas limited liability company, f/b/o RS NWC LLC and 290 Office Ventures, L.P. jointly and severally, tenant-in-common owners of Northwest Crossing III

By: RS General Partner, LLC, its manager

By: 
F8E83660146F473
Jay Shani, Vice President

By: Feroze Bhandara Interests, Inc., its manager

By: 
07399DC295C1427...
Berzin Bhandara, Vice President

TENANT:

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE

Approved as to Form

CHRISTIAN MENEFEE

County Attorney

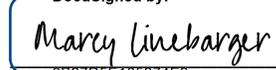
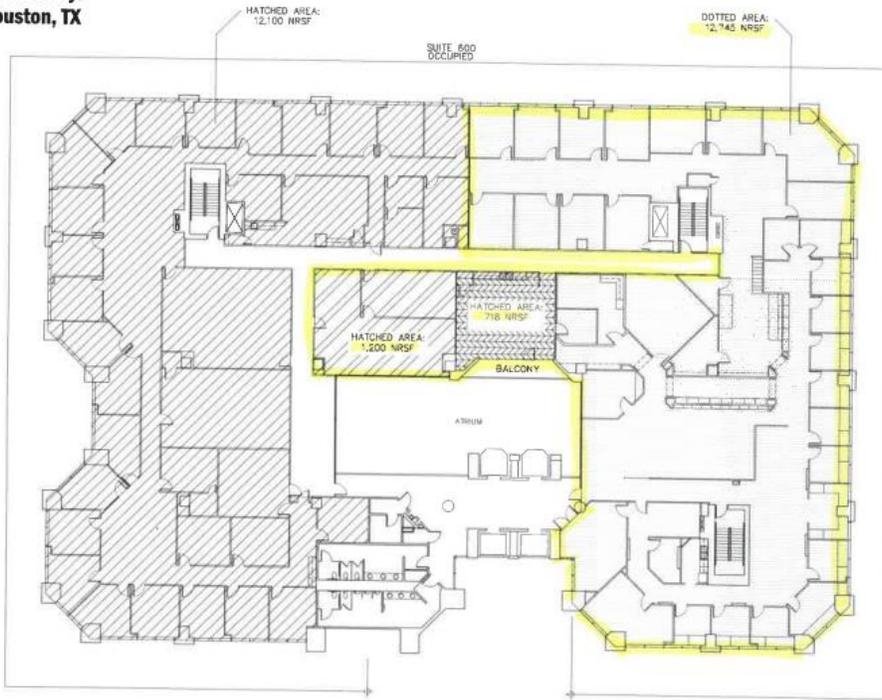
By: 
0B97D5E185374E3...
Marcy Linebarger
Assistant County Attorney

EXHIBIT A

FLOOR PLAN OF THE LEASED PREMISES

Northwest Crossing III
Level 06
13105 Northwest Fwy.
Houston, TX



AC052422

22.005.001

CADD Documentation by Radian Architecture 713-933-0507

CONTACT
Carrie Powledge
281.464.8111

EXHIBIT B

LEGAL DESCRIPTION OF THE LAND

Being a tract or parcel of land containing 2.500 acres located in the Joseph Bays Survey, Abstract No. 127, Harris County, Texas and being out of Reserve "D", Block Seven (7), NORTHWEST CROSSING, SECTION TWO (2) a plat recorded in Volume 218, Page 49 of the Map Records of Harris County, Texas, said 2.500 acres being more particularly described by metes and bounds as follows:

BEGINNING at the most northerly northeast corner of said Reserve "D", said point lying on the southwest right-of-way line of U.S. Highway 290 (300 feet wide);

THENCE South 13 deg. 49 min. 00 sec. East, 14.14 feet along a northeasterly line of said Reserve "D" to a point on the northwesterly right-of-way of Langfield Road (variable width);

THENCE South 31 deg. 10 min. 59 sec. West, 135.00 feet along the southeasterly line of said Reserve "D" and the northwest right-of-way line of Langfield Road to a point of curvature of a curve to the left;

THENCE in a southwesterly direction, 37.72 feet along the southeasterly line of said Reserve "D" and the northwest right-of-way of Langfield Road following the arc of a curve to the left having a radius of 510.00 feet and a central angle of 4 deg. 14 min. 17 sec. To a point of tangency;

THENCE South 26 deg. 56 min. 43 sec. West, 113.49 feet along the southeasterly line of said Reserve "D" and the northwest right-of-way line of Langfield Road to a point of curvature of a curve to the right;

THENCE in a southwesterly direction, 21.02 feet along the southeasterly line of said Reserve "D" and the northwest right-of-way of Langfield Road following the arc of a curve to the right having a radius of 490.00 feet and a central angle of 2 deg. 27 min. 29 sec. To a point of reverse curvature;

THENCE in a southwesterly direction, 29.38 feet along the southeasterly line of said Reserve "D" and the northwest right-of-way line of Langfield Road following the arc of a curve to the left having a radius of 1834.00 feet and central angle of 0 deg. 55 min. 04 sec. To a point for corner;

THENCE North 60 deg. 35 min. 48 sec. West, 318.84 feet to a point for corner;

THENCE North 31 deg. 10 min. 59 sec. East, 356.11 feet to a point on the southwest right-of-way line of U.S. Highway 290;

THENCE South 58 deg. 49 min. 00 sec. East, 296.66 feet along the northeast line of said Reserve "D" and the southwest right-of-way line of U.S. Highway 290 to the point of BEGINNING and containing 2.500 acres of land.

EXHIBIT C

PARKING AGREEMENT

Landlord hereby agrees to make available to Tenant and Tenant hereby agree to pay for and take, during the full Term of this Lease Agreement, zero (0) reserved parking spaces and seventy-five (75) unreserved parking spaces (hereinafter collectively referred to as the “**Parking Spaces**”) in the Building parking garage (hereinafter referred to as the “**Garage**”), upon the following terms and conditions:

1. Tenant shall pay as rental for the Parking Spaces the rates charged from time to time by the Landlord, plus all taxes applicable thereto. The initial monthly rate for each of the Parking Spaces for reserved parking shall be \$50.00 plus taxes and for unreserved parking shall be \$0.00 plus taxes. Said rentals shall be due and payable to Landlord or its parking manager, as designated in writing by Landlord at the address specified in Section 31 of this Lease Agreement (or such other address as may be designated by Landlord in writing from time to time), as additional rent on the first day of each calendar month during the Term.
2. Landlord will issue to Tenant parking tags, stickers or access cards for the Parking Spaces, or will provide a reasonable alternative means of identifying and controlling vehicles authorized to park in the contract Garage. Tenant shall surrender each such tag, sticker or other identifying device to Landlord upon termination of the Parking Space related thereto.
3. Landlord, at its discretion, shall have the right from time to time and upon written notice to Tenant to designate the area(s) within which vehicles may be parked. Tenant agrees that although Landlord shall mark with signage Tenant’s reserved Parking Spaces, Landlord shall have no obligation to enforce such reservation by ticketing, towing or affixing a notice to cars parked in Tenant’s reserved Parking Spaces by those who are not Tenant’s customers, guests, invitees and employees.
4. If for any reason Landlord fails or is unable to provide any of the Parking Spaces to Tenant at any time during the Term or any renewals or extensions hereof, and such failure continues for five (5) business days after Tenant gives Landlord written notice thereof, Tenant’s obligation to pay rental for any Parking Space which is not provided by Landlord shall be abated for so long as Tenant does not have the use thereof and Landlord shall use its diligent good faith efforts to provide alternative parking arrangements for the number of vehicles equal to the number of Parking Spaces not provided by Landlord. Tenant shall pay for any alternative parking provided by Landlord so long as Tenant is not paying rent for the Parking Spaces. This abatement and good faith effort to provide alternative parking arrangements shall be in full settlement of all claims that Tenant might otherwise have against Landlord by reason of Landlord’s failure or inability to provide Tenant with such Parking Space.
5. If the Term commences on other than the first day of a calendar month or terminates on other than the last day of a calendar month, then rentals for the Parking Spaces shall be prorated on a daily basis.
6. Upon the occurrence of an Event of Default under the Lease Agreement, Landlord shall have the right (in addition to all other rights, remedies and recourse hereunder and at law) to terminate Tenant’s use of the Parking Spaces without prior notice or warning to Tenant.
7. Landlord shall have the right to relocate the Garage to any future parking facilities Landlord may construct on the Land.

A condition of any parking shall be compliance by the parker with Garage rules and regulations, including any sticker or other identification system established by Landlord. The following rules and regulations are in effect until notice is given to Tenant of any change. Landlord reserves the right to modify and/or adopt such other reasonable rules and regulations for the Garage as it deems necessary for the operation of the Garage. Landlord may refuse to permit any person who violates the rules to park in the Garage, and any violation of the rules shall subject the car to removal.

PARKING RULES AND REGULATIONS

1. Cars must be parked entirely within the stall lines painted on the floor.
2. All directional signs and arrows and signs designating wheelchair accessible parking spaces must be observed.
3. The speed limit shall be five (5) miles per hour.
4. Parking prohibited:
 - (a) in areas not striped for parking
 - (b) in aisles
 - (c) where "no parking" signs are posted
 - (d) on ramps where indicated
 - (e) in cross-hatched areas
 - (f) in spaces reserved for exclusive use by designated Lessees
 - (g) in such other areas as may be designated by Landlord or Landlord's agent(s).
5. Parking stickers or any other device or form of identification supplied by Landlord shall remain the property of Landlord and shall not be transferable. There will be a replacement charge payable by Tenant equal to the amount posted from time to time by Landlord for loss of any parking card or parking sticker.
6. Garage managers and attendants are not authorized to make or allow any exceptions to these Rules and Regulations.
7. Every parker is required to park and lock his own car. All responsibility for loss or damage to cars and contents, property or persons is assumed by the parker.
8. Tenant is required to give Landlord, on a quarterly basis, a list of employees parking in the Garage which shall include year, make and model of car and license number.
9. In order to protect Landlord's property, Landlord shall have the right, but not the obligation, to install cameras in the Garage.
10. Landlord is entitled to limit the size of the parked vehicles by weight, height or width without constituting a breach of its obligation to provide parking hereunder.

Failure to promptly pay the rent required hereunder or persistent failure on the part of Tenant or Tenant's designated parkers to observe the Rules and Regulations above shall give Landlord the right to terminate Tenant's right to use the parking structure. No such termination shall create any liability on Landlord or be deemed to interfere with Tenant's right to quiet possession of its Leased Premises.

EXHIBIT D

RULES AND REGULATIONS

The following standards shall be observed by Tenant for the common safety, cleanliness and convenience of all occupants of the Building. These rules are subject to change from time to time, as specified in the Lease Agreement.

1. All tenants will refer all contractors' representatives and installation technicians who are to perform any work within the Building to Landlord for Landlord's supervision, approval and control before the performance of any such work. This provision shall apply to all work performed in the Building including, but not limited to, installations of telephones, computer equipment, electrical devices and attachments, and any and all installations of every nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment and any other physical portion of the Building. Tenant shall not mark, paint, drill into, or in any way deface any part of the Building or the Leased Premises, except with the prior written consent of the Landlord, and as the Landlord may direct.
2. The work of the janitorial or cleaning personnel shall not be hindered by Tenant after 5:30 p.m., and such work may be done at any time when the offices are vacant. The windows, doors and fixtures may be cleaned at any time. Tenant shall provide adequate waste and rubbish receptacles, cabinets, book cases, map cases, etc., necessary to prevent unreasonable hardship to Landlord in discharging its obligations regarding cleaning service.
3. Prior to the commencement of any construction in the Leased Premises, Tenant shall deliver evidence of its contractor's and subcontractor's insurance, such insurance being with such companies, for such periods and in such amounts as Landlord may reasonably require, naming the Landlord Parties as additional insureds.
4. No sign, advertisement or notice shall be displayed, painted or affixed by Tenant, its agents, servants or employees, in or on any part of the outside or inside of the Building or Leased Premises without prior written consent of Landlord, and then only of such color, size, character, style and material and in such places as shall be approved and designated by Landlord. Signs on doors and entrances to the Leased Premises shall be placed thereon by Landlord.
5. Tenant shall not place, install or operate on the Leased Premises or in any part of the Building any engine, refrigerating, heating or air conditioning apparatus, stove or machinery, or conduct mechanical operations, or place or use in or about the Leased Premises any inflammable, explosive, hazardous or odorous solvents or materials without the prior written consent of Landlord. No portion of the Leased Premises shall at any time be used for cooking, sleeping or lodging quarters. Tenant may use coffee pots, refrigerators and microwaves in Leased Premises.
6. Tenant shall not make or permit any loud or improper noises in the Building or otherwise interfere in any way with other tenants.
7. Landlord will not be responsible for any lost or stolen personal property or equipment from the Leased Premises or public areas, regardless of whether such loss occurs when the area is locked against entry or not.
8. Tenant, or the employees, agents, servants, visitors or licensees of Tenant, shall not, at any time or place, leave or discard rubbish, paper, articles, plants or objects of any kind whatsoever outside the doors of the Leased Premises or in the corridors or passageways of the Building or attached Parking Areas. No animals, bicycles or vehicles of any description shall be brought into or kept in or about the Building.
9. No additional lock or locks shall be placed by Tenant on any door in the Building unless written consent of Landlord shall have first been obtained. Two (2) keys will be furnished by Landlord for the Leased Premises, and any additional key required must be obtained from Landlord. A charge will be made for each additional key furnished. All keys shall be surrendered to Landlord upon termination of tenancy.
10. None of the entries, passages, doors, hallways or stairways in the Building shall be blocked or obstructed.

11. Landlord shall have the right to determine and prescribe the weight and proper position of any unusually heavy equipment, including safes, large files, etc., that are to be placed in the Building, and only those which in the exclusive judgment of the Landlord will not do damage to the floors, structure and/or elevators may be moved into the Building. Any damage caused by installing, moving or removing such aforementioned articles in the Building shall be paid for by Tenant.
12. All Christmas and other decorations must be constructed of flame retardant materials. Live Christmas trees are not permitted in the Leased Premises.
13. Tenant shall provide Landlord with a list of all personnel authorized to enter the Building after hours (6:00 p.m. to 7:00 a.m. Monday through Thursday, 6:00 p.m. Friday to 8:00 a.m. Saturday, 12:00 noon to 12:00 midnight Saturday and 24 hours a day on Sundays and Holidays).
14. After hours air conditioning/heating (6:00 p.m. to 7:00 a.m. Monday through Thursday, 6:00 p.m. Friday to 8:00 a.m. Saturday, 12:00 noon to 12:00 midnight Saturday, and 24 hours a day Sunday and Holidays) must be requested in writing by noon of a regular work day prior to the day for which additional air conditioning is requested, or if Tenant so requires after hours air conditioning/heating on a regular basis during the Term of this Lease Agreement, Tenant shall have the right to deliver to Landlord a written notice specifying the hours Tenant so requires such air conditioning/heating. Tenant shall be charged the prevailing hourly rate during such after hours period more particularly described on **Exhibit H**.
15. The following dates shall constitute “**Holidays**” as said term is used in this Lease Agreement: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and the Friday following Thanksgiving Day and Christmas.
16. The following hours shall constitute the normal business hours of the Building: between 7:00 a.m. and 6:00 p.m. from Monday through Friday and between 8:00 a.m. and 12:00 noon on Saturdays, all exclusive of Holidays.
17. Movement of furniture or office equipment in or out of the Building, or dispatch or receipt by Tenant of any heavy equipment, bulky material or merchandise which requires use of elevators or stairways, or movement through the Building’s service dock or lobby entrance shall be restricted to such hours as Landlord shall designate. All such movement shall be in a manner to be agreed upon between Tenant and Landlord in advance. Such prior arrangements shall be initiated by Tenant. The time, method and routing of movement and limitations for safety or other concern which may prohibit any article, equipment or other item from being brought into the Building shall be subject to Landlord’s discretion and control. Any hand trucks, carryalls or similar appliances used for the delivery or receipt of merchandise or equipment shall be equipped with rubber tires, side guards and such other safeguards as the Building shall require. Although Landlord or its personnel may participate in or assist in the supervision of such movement, Tenant assumes full responsibility for all risks as to damage to articles moved and injury to persons or property engaged in such movement, including equipment, property and personnel of Landlord if damaged or injured as a result of acts in connection with carrying out this service for Tenant, from the time of entering the property to completion of work. Landlord shall not be liable for the acts of any person engaged in, or any damage or loss to any of said property or persons resulting from any act in connection with such service performed for Tenant.
18. Tenant shall notify Landlord of furniture or equipment to be removed from the Building after hours. Description and serial numbers shall be provided if requested by Landlord.
19. Landlord shall designate one elevator to be the freight elevator to be used to handle packages and shipments of all kinds. The freight elevator shall be available to handle such deliveries from 9:00 a.m. to 11:00 a.m. and 2:00 p.m. to 3:30 p.m. weekdays. Parcel Post, express, freight or merchants’ deliveries can be made anytime within these hours. No furniture or freight shall be handled outside the above hours, except by previous arrangement.
20. Any additional services as are routinely provided to tenants, not required by the Lease Agreement to be performed by Landlord, which Tenant requests Landlord to perform, and which are performed by Landlord, shall be billed to Tenant at Landlord’s at cost plus \$50.00 for management fee.

21. All doors leading from public corridors to the Leased Premises are to be kept closed when not in use.
22. Canvassing, soliciting or peddling in the Building is prohibited and Tenant shall cooperate to prevent same.
23. Tenant shall give immediate notice to the Building Manager in case of accidents in the Leased Premises or in the Building or of defects therein or in any fixtures or equipment, or of any known emergency in the Building.
24. Tenant shall not use the Leased Premises or permit the Leased Premises to be used for photographic, multilith or multigraph reproductions, except in connection with its own business.
25. The requirements of Tenant will be attended to only upon application to the Building Manager. Employees of Landlord shall not perform any work or do anything outside of their regular duties, unless under special instructions from the Building Manager.
26. Tenant shall place or have placed solid pads under all rolling chairs such as may be used at desks or tables. Any damages caused to carpet by not having same shall be repaired or replaced at the expense of Tenant.
27. Tenant, or the employees, agents, servants, visitors or licensees of Tenant shall abide by the rules and regulations for the Parking Areas included in the Parking Agreement attached hereto as Exhibit C.
28. Landlord reserves the right to rescind any of these Rules and Regulations of the Building, and to make such other and further rules and regulations as in its judgment shall from time to time be needful for the safety, protection, care and cleanliness of the Building, the Leased Premises and the Parking Areas, the operation thereof, the preservation of good order therein and the protection and comfort of the other tenants in the Building and their agents, employees and invitees, which rules and regulations, when made and written notice thereof is given to Tenant, shall be binding upon Tenant in like manner as if originally herein prescribed.
29. Landlord will provide seventy-five (75) cardkey(s) or other access devices to Tenant and Tenant agrees to return all of these cardkeys and other access devices to Landlord upon expiration or termination of this Lease Agreement. All others will be furnished to Tenant at a cost of Twenty and 00/100 Dollars (\$20.00) per card or a mutually agreed upon price for each other access device. Any future increase in the cost of cardkeys and other access devices will be passed on to Tenant for any additional cardkeys and other access devices required.
30. Tenant, or its employees, agents, servants, visitors, invitees or licensees of Tenant, shall not smoke or permit to be smoked cigarettes, cigars or pipes within the Leased Premises or Building or possess any lighted tobacco products. Smoking shall be confined to area(s) designated by Landlord but shall in no event be closer than twenty-five feet (25') to any entrance to the Building. Landlord shall have no obligation to Tenant for failure of another tenant, its employees, agents, servants, visitors, invitees or licensees to comply with this paragraph.
31. Tenant shall not attempt to adjust wall-mounted thermostats in the Building. If there is any damage to wall-mounted thermostats due to attempts by Tenant to adjust thermostats, Landlord may repair such damage at the sole cost and expense of the Tenant.
32. The unlicensed carrying of firearms of any kind in the Leased Premises or the Building is strictly prohibited.

EXHIBIT E

ACCEPTANCE OF PREMISES MEMORANDUM

This Acceptance of Premises Memorandum is an amendment to the Lease Agreement (the "Lease Agreement") for space in 13105 Northwest Freeway, Houston, Harris County, Texas 77040, executed on the ____ day of _____, 202__ between NW Crossing Management, LLC, a Texas limited liability company, f/b/o the tenant-in-common owners of Northwest Crossing III, as Landlord and _____, as Tenant.

Landlord and Tenant hereby agree that:

1. The Leased Premises consists of _____ square feet of Net Rentable Area.
2. Except for those items shown on the attached "punch list", if any, which Landlord will remedy within ____ days hereof, Landlord has fully completed the construction work required under the terms of the Lease Agreement.
3. The Leased Premises are tenantable, the Landlord has no further obligation for construction (except as specified above), and Tenant acknowledges that both the Building and the Leased Premises are satisfactory in all respects.
4. The Commencement Date of the Lease Agreement is hereby agreed to be the ____ day of _____, 202__.
5. The Expiration Date of the Lease Agreement is hereby agreed to be the ____ day of _____, 202__.
6. The Base Rent schedule set forth in Section 5.A of the Lease Agreement is amended as follows:

<u>Time Period</u>	<u>Annual Base Rent Rate Per Square Foot of Net Rentable Area</u>	<u>Annual Base Rent</u>	<u>Monthly Payment</u>
X-X	\$ _____	\$ _____	\$ _____
X-X	\$ _____	\$ _____	\$ _____
X-X	\$ _____	\$ _____	\$ _____
X-X	\$ _____	\$ _____	\$ _____

To the extent there is a conflict between the terms and conditions of the Lease Agreement and the terms and conditions set forth in this Acceptance of Premises Memorandum, the terms and conditions set forth in this Acceptance of Premises Memorandum shall control. All other terms and conditions of the Lease Agreement are hereby ratified and acknowledged to be unchanged.

All other terms and conditions of the Lease Agreement are hereby ratified and acknowledged to be unchanged.

Should Tenant fail to return this fully executed Acceptance of Premises Memorandum to Landlord within ten (10) days of its delivery to Tenant, all terms contained in this Acceptance of Premises Memorandum shall be deemed to have been accepted by Tenant for all purposes under the Lease Agreement.

Agreed and Executed this _____ day of _____, 202__.

LANDLORD:

By: _____

Name: _____

Title: _____

TENANT:

By: _____

Name: _____

Title: _____

EXHIBIT F

TENANT'S ESTOPPEL CERTIFICATE

(Addressee)

RE: _____ Houston, Texas

Gentlemen:

The undersigned ("**Tenant**") has executed and entered into that certain lease agreement ("**Lease Agreement**") attached hereto as Exhibit "A" and made a part hereof for all purposes with respect to those certain premises ("**Leased Premises**") which are located in the above-referenced project ("**Project**") and are more fully described in the Lease Agreement. Tenant understands that the entity to whom this letter is addressed ("**Addressee**") has committed to loan or invest a substantial sum of money in reliance upon this certification by the undersigned, which certification is a condition precedent to making such loan or investment, or that Addressee intends to take some other action in reliance upon this certification.

With respect to the Lease Agreement, Tenant certifies to you the following, with the intention that you may rely fully thereon:

1. A true and correct copy of the Lease Agreement, including any and all amendments and modifications thereto, is attached hereto as Exhibit "A";
2. The original Lease Agreement is dated _____, 202__, and has been assigned, modified, supplemented or amended only in the following respects:

(Please write "None" above or, on a separate sheet of paper, state the effective date of and describe any oral or written modifications, supplements or amendments to the Lease Agreement and attach a copy of such modifications, supplements or amendments, with the Lease Agreement as Exhibit A);

3. Tenant is in actual occupancy of the Leased Premises under the Lease Agreement; the Leased Premises are known as Suite _____, of the Project; and the Leased Premises contain approximately _____ square feet;
4. The initial term of the Lease Agreement commenced on _____, 202__, and ends at 11:59 p.m. on _____, 202__, at a monthly base rent of \$ _____, and no rentals or other payments in advance of the current calendar month have been paid by Tenant, except as follows:

(Please write "None" above or describe such payments on a separate sheet of paper);

5. Base Rent with respect to the Lease Agreement has been paid by Tenant through _____, 202__; all additional rents and other charges have been paid for the current periods;
6. There are no unpaid concessions, bonuses, free months' rent, rebates or other matters affecting the rent for Tenant, except as follows:

(Please write "None" above or describe such matters on a separate sheet of paper);

7. No security or other deposit has been paid by Tenant with respect to the Lease Agreement, except as follows:

(Please write "None" above or describe such deposits on a separate sheet of paper);

8. The Lease Agreement is in full force and effect and there are no events or conditions existing which, with notice or the lapse of time or both, could constitute a monetary or other default of the Landlord under the Lease Agreement, or entitle Tenant to any offset or defense against the prompt current payment of rent or constitute a default by Tenant under the Lease Agreement, except as follows:

(Please write "None" above or describe such default on a separate sheet of paper);

9. All improvements required to be made by Landlord under the terms of the Lease Agreement have been satisfactorily completed and accepted by Tenant as being in conformity with the Lease Agreement, except as follows:

(Please write "None" above or describe such improvements on a separate sheet of paper);

10. Tenant has no option to expand or rent additional space within the Project or any right of first refusal with regard to any additional space within the Project, other than the Leased Premises, except as follows:

(Please write "None" above or describe such right or option on a separate sheet of paper);

11. Tenant has no right or option to renew the Lease Agreement for any period of time after the expiration of the initial term of the Lease Agreement, except as follows:

(Please write "None" above or describe such right on a separate sheet of paper);

12. To the best of Tenant's knowledge, any and all broker's leasing and other commissions relating to and/or resulting from Tenant's execution of the Lease Agreement and occupancy of the Leased Premises have been paid in full and no broker's leasing or other commissions will be or become due or payable in connection with or as a result of either Tenant's execution of a new Lease Agreement covering all or any portion of the Leased Premises or any other space within the Project or Tenant's renewal of the Lease Agreement, except as follows:

(Please write "None" above or describe such right on a separate sheet of paper);

13. To the best of Tenant's knowledge, the use, maintenance or operation of the Leased Premises complies with, and will at all times comply with, all applicable federal, state, county or local statutes, laws, rules and regulations of any governmental authorities relating to environmental, health or safety matters (being hereinafter collectively referred to as the "Environmental Laws");

14. The Leased Premises have not been used and Tenant does not plan to use the Leased Premises for any activities which, directly or indirectly, involve the use, generation, treatment, storage, transportation or disposal of any petroleum product or any toxic or hazardous chemical, material, substance, pollutant or waste;

15. Tenant has not received any notices, written or oral, of violation of any Environmental Law or of any allegation which, if true, would contradict anything contained herein and there are not writs, injunctions, decrees, orders or judgments outstanding, no lawsuits, claims, proceedings or investigations pending or threatened, relating to the use, maintenance or operation of the Leased Premises, nor is Tenant aware of a basis for any such proceeding;

16. There are no actions, whether voluntary or otherwise, pending against Tenant under the bankruptcy or insolvency laws of the United States or of any state.

17. Tenant has no right of refusal or option to purchase the Leased Premises or the Project.

18. Tenant understands that the Lease Agreement may be assigned to Addressee and Tenant agrees to attorn to Addressee in all respects in accordance with the Lease Agreement.

Dated: _____, 202__.

Very truly yours,

By: _____

Name: _____

Title: _____

EXHIBIT G

LEASEHOLD IMPROVEMENTS

1. Work by Landlord. Landlord, at Landlord sole cost and expenses, shall cause to be constructed and/or installed in the Leased Premises the permanent leasehold improvements and tenant finish desired by Tenant and approved by Landlord per construction scope depicted on Exhibit G-1 (the "**Leasehold Improvements**"). The leasehold construction will be performed by a general contractor of Landlord's choice.

2. Planning and Construction. Landlord and Tenant shall cooperate in good faith in the planning and construction of the Leasehold Improvements, and Tenant shall respond promptly to any request from Landlord or Landlord's architect or contractor for Tenant's approval of any particular aspect thereof, it being agreed and understood that it is the intent and desire of the parties that the Leased Premises be ready for Tenant's occupancy in a reasonable period of time.

3. Quality of Work. Landlord shall supervise the construction of the Leasehold Improvements and shall use its diligent good faith efforts to cause same to be constructed and installed in a good and workmanlike manner in accordance with good industry practice.

4. Completion of Construction. The "**Leasehold Improvements Completion Date**" shall mean the date upon which the Leasehold Improvements are substantially complete. The phrase "**substantially complete**" shall mean that all construction debris has been removed from the Leased Premises and the Leased Premises are reasonably clean, the Leased Premises may reasonably be used and occupied for the purposes intended by the Tenant and the progress of the construction of the Leasehold Improvements to date is such that final completion of the Leasehold Improvements can occur within a reasonable period of time and without undue interference to the Tenant's use of the Leased Premises.

5. Disclaimer of Warranty. **TENANT ACKNOWLEDGES THAT THE CONSTRUCTION AND INSTALLATION OF THE LEASEHOLD IMPROVEMENTS WILL BE PERFORMED BY AN UNAFFILIATED CONTRACTOR OR CONTRACTORS AND THAT ACCORDINGLY LANDLORD HAS MADE AND WILL MAKE NO WARRANTIES TO TENANT WITH RESPECT TO THE QUALITY OF CONSTRUCTION THEREOF OR AS TO THE CONDITION OF THE LEASED PREMISES, EITHER EXPRESS OR IMPLIED, AND THAT LANDLORD EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY THAT THE LEASED PREMISES ARE OR WILL BE SUITABLE FOR TENANT'S INTENDED COMMERCIAL PURPOSE. AS SET FORTH IN SECTION 27 OF THIS LEASE, TENANT'S OBLIGATION TO PAY RENT HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE LEASED PREMISES OR THE BUILDING OR THE PERFORMANCE BY LANDLORD OF ITS OBLIGATIONS HEREUNDER, AND TENANT SHALL CONTINUE TO PAY THE RENT WITHOUT ABATEMENT, SETOFF OR DEDUCTION, NOTWITHSTANDING ANY BREACH BY LANDLORD OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED.** However, Landlord agrees that in the event that any defect in the construction of the Leasehold Improvements are discovered, Landlord will diligently pursue and seek to enforce any warranties of the contractor(s) and/or the manufacturer of any defective materials incorporated therein.

EXHIBIT G-1

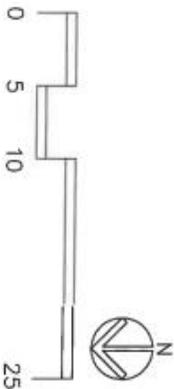
NEW PARTITIONS ARE SHOWN SHADED IN.
(TYP.)

AT ALL ITEMS CALLED OUT AS BEING DEMO'D, CONTRACTOR MUST INVESTIGATE EXIST. CONDITIONS TO VERIFY THAT ITEM CAN BE REMOVED AND TO DETERMINE THE AMOUNT OF WORK MADE NECESSARY TO REMOVE IT (INCLUDING DEACTIVATION OR RELOCATION OF SERVICES ASSOCIATED WITH THAT ITEM).

ALL ROOM SIZES ARE APPROXIMATE.

FURNITURE LAYOUTS ARE SCHEMATIC AND DO NOT REPRESENT TENANT'S ACTUAL FURNITURE SIZES OR QUANTITIES.

THESE DRAWINGS ARE FOR DESIGN INTENT ONLY (NOT FOR CONSTRUCTION) AND MAY NOT BE TO SCALE. ADDITIONAL CODE COMPLIANCE AND PRICING INFORMATION WILL BE INCLUDED IN CONSTRUCTION DRAWINGS (TO BE PROVIDED LATER)



H.C. Toll Road
13105
Northwest Freeway



Issue Name: _____ Date: _____
Scheme #1: _____ 08.02

Work Area: **3,223 NRSF**

Project Area: **14,733 NRSF**

Project Number: **22,005,005**

Scale: **NOT TO SCALE**

Sheet Number: **SCHEME 1**

FURNITURE

OPTION 1

① THE CONTRACTOR WILL DEMO MILLWORK.

② INDICATES TENANT SUPPLIED AND INSTALLED WORKSTATIONS. THE CONTRACTOR WILL INSTALL FURNITURE VENDOR SUPPLIED WALL MOUNTED "WHIP" FOR EACH DEDICATED CIRCUIT SERVING THIS GROUP OF WORKSTATIONS - MAXIMUM OF (4) WORKSTATIONS PER CIRCUIT. THE TENANT'S FURNITURE VENDOR WILL PRE-WIRE THE WORKSTATIONS AND THE CONTRACTOR WILL MAKE THE FINAL HARDWARE CONNECTION.

③ INDICATES TENANT SUPPLIED AND INSTALLED WORKSTATIONS. THE CONTRACTOR WILL SUPPLY/INSTALL A PLENUM MOUNTED "J-BOX" (FOR TENANT SUPPLIED AND INSTALLED POWER POLE) FOR EACH DEDICATED CIRCUIT SERVING THIS GROUP OF WORKSTATIONS - MAXIMUM OF (4) WORKSTATIONS PER CIRCUIT. THE TENANT'S FURNITURE VENDOR WILL PRE-WIRE THE WORKSTATIONS AND THE CONTRACTOR WILL MAKE THE FINAL HARDWARE CONNECTION.

④ INDICATES EXISTING WORKSTATION TO REMAIN.

⑤ THE CONTRACTOR WILL DEMO EXISTING DOOR (PATCH AND REPAIR WALL AS REQUIRED BY DEMOLITION AND CONSTRUCTION) MATCH EXISTING CORRIDOR FINISHES.

H. C. Toll Road
13105
Northwest Freeway
Level 6



Issue Name: _____ Date: _____
Scheme #1: _____ 08.02.22

Project Area: **SEE PLAN**
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Scale: **NA**
Sheet Number: _____
SCHEME 1
P&I NOTES

FINISH NOTES

- A. ONLY WALLS AFFECTED BY CONSTRUCTION OR DEMOLITION WILL RECEIVE NEW BUILDING STANDARD PAINT (SATIN LATEX - COLOR BY TENANT) ONE COLOR PER SUITE, UNLESS NOTED OTHERWISE.
- B. ONLY WALLS AFFECTED BY CONSTRUCTION OR DEMOLITION WILL RECEIVE BUILDING STANDARD RESILIENT BASE, (COLOR BY TENANT), ONE COLOR PER SUITE UNLESS NOTED OTHERWISE.
- C. ONLY FLOORS AFFECTED BY CONSTRUCTION OR DEMOLITION WILL RECEIVE BUILDING STANDARD DIRECT GLUE CARPET (COLOR BY TENANT) UNLESS NOTED OTHERWISE. ALL CARPET AND V.C.T FLOORS ARE ONE COLOR PER SUITE UNLESS NOTED OTHERWISE.

THE TENANT AGREES THAT THIS NOTES SHEET (AND THE ATTACHED PLAN OF THE SAME DATE) REPRESENTS ALL OF THE LEASE IMPROVEMENTS AND FACILITIES TO BE PROVIDED BY THE LANDLORD. ANY TENANT REQUIRED CHANGES TO THE DRAWINGS OR NOTES HAVE BEEN MADE ON RED ON THIS NOTES SHEET (OR ON THE ATTACHED PLAN OF THE SAME DATE) AND NO OTHER CHANGES OR ADDITIONS HAVE BEEN PLANNED OR PROMISED. THE TENANT UNDERSTANDS THAT ANY FUTURE CHANGES, REVISIONS OR ADDITIONS WILL BE SUBJECT TO COST REVIEW BY THE CONTRACTOR (AND THAT ANY ADDITIONAL COSTS WILL BE THE RESPONSIBILITY OF THE TENANT).

TENANT

DATE

SPECIAL TENANT REQUIREMENTS

- YES NO
- ___ X DEDICATED OUTLET FOR COPY MACHINE
 - ___ X DEDICATED OUTLET FOR PHONE SYSTEM
 - ___ X OTHER DEDICATED OUTLET (QUANTITY = 0)
 - ___ X AUXILIARY/SUPPLEMENTAL HVAC UNIT
 - ___ X POWER TO HIGH USAGE ELECT. EQUIPMENT (ABOVE .5 KVA)
 - ___ X SPECIAL WALL COVERINGS (OTHER THAN PAINT)
 - ___ X POWER AND SPECIAL WIRING FOR TENANT'S U.P.S. SYSTEM.
- STANDARD PRICING GUIDELINES**

- A. THESE NOTES ARE FOR PRELIMINARY PRICING USE ONLY AND SHOULD NOT BE USED FOR CONSTRUCTION. ALL ROOM SIZES ARE ROUNDED OFF AND DO NOT REPRESENT ACTUAL CONSTRUCTION DIMENSIONING. BID PRICES WILL CHANGE AT FORMAL BIDDING.
- B. UNLESS NOTED OTHERWISE, THE CONTRACTOR WILL RELOCATE GRILLES, INSTALL DUCT, AND REWIND THE HVAC SYSTEM AS REQUIRED BY THE CONSTRUCTION.
- C. ALL INTERIOR PARTITIONS WILL MATCH THE EXISTING BLDG. STANDARD UNLESS NOTED OTHERWISE. THIS INCLUDES ANY HEAD TRIM AND STANDARD EDGE TREATMENT. IN ADDITION, ANY INTERIOR GLASS MUST BE RELOCATED AND HAVE STANDARD FINISH UNLESS NOTED OTHERWISE. IMPORTANT: IF ANY EXIST. PARTITIONS IN THE SUITE DO NOT HAVE STANDARD FINISH TREATMENT, THE CONTRACTOR SHOULD CONTACT THE BUILDING MANAGER FOR INSTRUCTIONS.
- D. ALL NEW DOORS AND FRAMES TO MATCH BUILDING STANDARD UNLESS NOTED OTHERWISE.
- E. PROVIDE NEW BLDG. STD. PAINT, CARPET, AND BASE UNLESS NOTED OTHERWISE ON THE PLAN NOTES.
- F. RELOCATE AND SUPPLEMENT THE EXISTING LIGHTING AS REQUIRED BY EXISTING CONDITIONS. PRELIMINARY COST ESTIMATE OF LIGHTING RELOCATION SHOULD BE BASED ON LEAVING A VIABLE LIGHTING LAYOUT FOR EACH ROOM. (ACTUAL, REFLECTED CEILING PLANS WILL BE PROVIDED IN CONSTRUCTION DOCUMENTS.)
- G. THE CONTRACTOR MUST SUPPLY/INSTALL FLOOR MOUNTED DOOR STOPS AT ALL DOORS.
- H. AT ALL NEW OR DEMO CORRIDOR DOORS, CONTRACTOR WILL EXAMINE EXIST. CONDITIONS TO DETERMINE THE EXTENT OF NEW CORRIDOR FINISHES NEEDED TO RECOVER AND REPAIR WALL & FLOOR FINISHES.
- I. AT ALL NEW DOORS (OR AT DOORS THAT ARE BEING MOVED OR ALTERED) THE CONTRACTOR MUST INSTALL/SUPPLY NEW LEVER STYLE DOOR HARDWARE (TO MATCH BLDG. STD. FINISH). THESE DOORS MUST ALSO BE "FV" FINISH TO BE BLDG. STD.)
- J. AT ANY ROOMS CALLED OUT AS RECEIVING A NEW FAN, THE FAN MUST BE VENTED TO THE BUILDING EXTERIOR UNLESS THE BUILDING MANAGER NOTIFIES THE CONTRACTOR OTHERWISE.
- K. CONTRACTOR'S PRICING MUST BE BASED UPON THE ASSUMPTION THAT NO EXISTING BLDG. STOCK DOORS, FRAMES AND HARDWARE ARE AVAILABLE (OTHER THAN FIRST STOCK LOCATED IN THE SUITE). ALL BIDS MUST INCLUDE A PER UNIT REDUCT PRICE FOR ANY FRAMES, DOORS AND HARDWARE MADE AVAILABLE BY THE BLDG. MANAGEMENT.
- L. THE CONTRACTOR'S BID WILL INCLUDE A COST TO BRING ALL ITEMS NEEDED TO BE IN COMPLIANCE WITH THE CITY'S CODE FIRE CODE (I.E. EXIST LIGHTS, STROBES, & SIRENS, EMERGENCY LIGHTING, EXIT PATH LIGHT LEVELS) TO CURRENT CODES, ETC.).

H. C. Toll Road
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Issue Name: _____ Date: _____
SCHEME #1 08.02.22

Project Area: **SEE PLAN**
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Scale: **NA**
Sheet Number: _____
SCHEME 1
PG2 NOTES

EXHIBIT H

AIR CONDITIONING AND HEATING SERVICES

Landlord will furnish Building standard air conditioning and heating between 7:00 a.m. and 6:00 p.m. from Monday through Friday and, if requested, between 8:00 a.m. and 12:00 noon on Saturdays, all exclusive of Holidays (as defined above). Upon request of Tenant made in accordance with the rules and regulations for the Building, Landlord will use its good faith efforts to furnish air conditioning and heating at other times (that is, at times other than the times specified above), in which event Tenant shall reimburse Landlord for the hours actually used by Tenant at a rate of \$50.00 per hour by separate invoice.

EXHIBIT I

INSURANCE REQUIREMENTS

Landlord's Insurance.

a. Landlord shall keep the Building insured against damage and destruction by fire, vandalism, and other perils in the amount of the full replacement value of the Building (as determined for insurance purposes) as the value may exist from time to time, exclusive of foundations and footings, or such lesser amount as will avoid co-insurance.

b. Landlord shall maintain contractual and commercial general liability insurance, including bodily injury and property damage, with a minimum combined single limit of liability of \$1,000,000 for bodily injury or death of any person occurring in or about the Building and \$3,000,000 for injury, death, or damages resulting to more than one person in any one occurrence.

c. Notwithstanding the foregoing, in the event Landlord is an institutional owner, then Landlord may elect to self-insure with respect to the insurance coverages required by the terms of the Lease Agreement.

3. Waiver of Subrogation.

Landlord and Tenant shall each procure an appropriate clause in or endorsement to any property insurance covering the Complex and personal property, fixtures and equipment located therein, wherein the insurer waives subrogation or consents to a waiver of right of recovery, and Landlord and Tenant agree not to make any claim against, or seek to recover from, the other for any loss or damage to its property or the property of others resulting from fire or other hazards to the extent covered by the property insurance that was required to be carried by that party under the terms of the Lease Agreement. Tenant acknowledges that Landlord shall not carry insurance on, and shall not be responsible for, (i) damage to any alterations or improvements exceeding Building Standard Installations, (ii) Tenant's Property, and (iii) any loss suffered by Tenant due to interruption of Tenant's business.